BASE PROSPECTUS



THE STANDARD BANK OF SOUTH AFRICA LIMITED
(Registration Number 1962/000738/06)
(incorporated with limited liability in the Republic of South Africa)

as **Issuer** of Senior Notes

and

STANDARD BANK GROUP LIMITED
(Registration Number 1969/017128/06)
(incorporated with limited liability in the Republic of South Africa)

as **Issuer** of Senior Notes and Subordinated Notes

U.S.$4,000,000,000

Euro Medium Term Note Programme

Under the U.S.$4,000,000,000 Euro Medium Term Note Programme described in this Base Prospectus (the "**Programme**"), Standard Bank Group Limited ("**SBG**") and The Standard Bank of South Africa Limited ("**SBSA**") (each an "**Issuer**" and, together, the "**Issuers**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the "**Notes**"). Notes may be issued as senior notes ("**Senior Notes**") by SBG or SBSA or as Subordinated Notes (as defined below) by SBG only. Subordinated Notes may be issued by SBG with terms capable of qualifying as (i) Flac Instruments (as defined herein) ("**Flac Notes**"), (ii) Tier 2 Capital (as defined herein) ("**Tier 2 Notes**"), or (iii) Additional Tier 1 Capital (as defined herein) ("**Additional Tier 1 Notes**" and, together with Flac Notes and Tier 2 Notes, "**Subordinated Notes**"). The maximum aggregate principal amount of Notes outstanding at any time under the Programme will not exceed U.S.$4,000,000,000 (or the equivalent in other currencies calculated as described herein and subject to increase as provided herein).

This Base Prospectus (other than in respect of Exempt Notes (as defined below)) has been approved by the United Kingdom (the "**UK**") Financial Conduct Authority (the "**FCA**"), in accordance with the rules in the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "**PRM**") made pursuant to its rule-making powers under the Public Offers and Admissions to Trading Regulations 2024 (the "**POATRs**"). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the rules in the PRM. Such approval should not be considered as an endorsement of the Issuers or of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for a period of 12 months from the date of approval in relation to Notes which are to be admitted to trading on a regulated market in the UK.

Application has been made to the FCA under Part VI of the Financial Services and Markets Act 2000, as amended ("**FSMA**"), for Notes (other than Exempt Notes) issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the "**Official List**") and application has also been made to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's Main Market (the "**Market**"). The Market is a regulated market for the purposes of Article 2(1)(13A) of Regulation (EU) No 600/2014 on Markets in Financial Instruments as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended) (the "**EUWA**") ("**UK MiFIR**"). The relevant Final Terms (as defined herein)) or Pricing Supplement (as defined herein) in respect of each issue of Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market (or listed on any other stock exchange).

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuers. The requirement to publish a prospectus only applies to Notes which are admitted to trading on a UK regulated market as defined in UK MiFIR in circumstances where an exemption is not available under the PRM. References in this Base Prospectus to "**Exempt Notes**" are to Exempt Senior Notes, Exempt Flac Notes, Exempt Tier 2 Notes or Exempt Additional Tier 1 Notes (each as defined herein) for which no prospectus is required to be published under the PRM. **The FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes and the Exempt Notes do not form part of this Base Prospectus as so approved.**

As at the date of this Base Prospectus, SBG has been assigned (i) a long term foreign currency issuer default rating of BB by Fitch Ratings Limited ("**Fitch**"), and (ii) a long term debt counterparty credit rating of Ba2 by Moody's Investors Service Cyprus Ltd. ("**Moody's**") and SBSA has been assigned (i) a long term foreign currency issuer default rating of BB by Fitch, and (ii) a long term debt counterparty credit rating of Baa3 by Moody's. Fitch is established in the UK and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK CRA Regulation**"). Fitch appears on the latest update of the list of registered credit rating agencies (as of the date of this Base Prospectus) on the FCA's Financial Service Register. Fitch is not established in the European Economic Area (the "**EEA**") and has not applied for registration under Regulation (EC) No. 1060/2009, as amended (the "**EU CRA Regulation**"). The ratings Fitch has assigned to the Issuers have been endorsed by Fitch Ratings Ireland Limited which is established in the EEA and is registered under EU CRA Regulation. Moody's is established in the EEA and is registered under the EU CRA Regulation. The ratings Moody's has assigned to the Issuers have been endorsed by Moody's Investor Services Limited which is established in the UK and is registered in accordance with the UK CRA Regulation. Tranches of Notes issued under the Programme may be rated or unrated. Where a Tranche (as defined herein) of Notes is rated, its rating will not necessarily be the same as the rating assigned to the Notes already issued or the rating assigned to the Programme by the relevant Rating Agency (as defined herein). A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Where a Series of Notes is rated, its rating will be specified in the relevant Final Terms or the relevant Pricing Supplement (as applicable).

As at the date of this Base Prospectus, the prior written approval of the Financial Surveillance Department ("**FSD**") of the South African Reserve Bank ("**SARB**") is required for the issuance of each Tranche of Notes under the Programme. In addition, the prior approval of the Prudential Authority (as defined herein) is required for the issuance of any Tranche of Notes which are Tier 2 Notes or Additional Tier 1 Notes. The Flac Conditions (as defined herein) have been approved by the SARB (as Resolution Authority (as defined herein)) under the Flac Standard (as defined herein). Notwithstanding such approval, SBG is required to notify the SARB (as Resolution Authority) of any issuance of any Tranche of Notes which are Flac Notes prior to the issuance of such Tranche of Notes.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of each Issuer to fulfil its obligations under the Notes are discussed under "Risk Factors" below.

Arranger

The Standard Bank of South Africa Limited
(acting through its Corporate and Investment Banking Division)

Dealers

Barclays	**BofA Securities**	**BNP PARIBAS**
Citigroup	**Deutsche Bank**	**HSBC**
ICBC International	**ING**	**J.P. Morgan**
Mizuho	**NatWest**	**SMBC**
Standard Bank	**Standard Chartered Bank**	**UBS Investment Bank**

30 September 2026

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IMPORTANT NOTICES

References in this Base Prospectus to "**SBSA**" are references to The Standard Bank of South Africa Limited, references to "**SBG**" are to Standard Bank Group Limited, references to the "**Group**" are references to SBG and its consolidated Subsidiaries (which includes SBSA) and references to the "**SBSA Group**" are references to SBSA and its consolidated Subsidiaries. References in this Base Prospectus to the "**relevant Issuer**" or the "**Issuer**" shall, in relation to any issue or proposed issue of Notes, be references to whichever of SBSA and/or SBG is the issuer or proposed issuer of such Notes as specified in the relevant Final Terms, or Pricing Supplement, as the case may be, and references in this Base Prospectus to the "**Issuers**" are to SBSA and SBG as issuers of Notes under the Programme.

RESPONSIBILITY FOR BASE PROSPECTUS

References to the "**SBG Base Prospectus**" mean this document with the exception of (a) the information contained in the section headed "*Description of The Standard Bank of South Africa Limited*" on pages 438 to 456, (b) the information relating to SBSA incorporated by reference into this document as set out in the section headed "*Information Incorporated by Reference*" on pages 73 to 74 and (c) the information in paragraph 2(b) under the heading "*Significant/Material Change*" relating to SBSA on page 482. The SBG Base Prospectus comprises a base prospectus for the purposes of PRM 2.3. SBG accepts responsibility for the information contained in the SBG Base Prospectus, to the best of its knowledge, the information contained in the SBG Base Prospectus is in accordance with the facts and the SBG Base Prospectus contains no omission likely to affect its import.

References to the "**SBSA Base Prospectus**" mean this document with the exception of (a) the information contained in the section headed "*Description of Standard Bank Group Limited*" on pages 395 to 437 (excluding the information contained in the sub-section headed "*Corporate Structure*" on pages 396 to 397 of the section headed "*Description of Standard Bank Group Limited*", which forms part of the SBSA Base Prospectus), (b) the information relating to SBG incorporated by reference into this document as set out in the section headed "*Information Incorporated by Reference*" on pages 73 to 74 and (c) the information in paragraph 2(a) under the heading "*Significant/Material Change*" relating to SBG on page 482. The SBSA Base Prospectus comprises a base prospectus for the purposes of PRM 2.3. SBSA accepts responsibility for the information contained in the SBSA Base Prospectus, to the best of its knowledge, the information contained in the SBSA Base Prospectus is in accordance with the facts and the SBSA Base Prospectus contains no omission likely to affect its import.

Where third party information has been used in this Base Prospectus, the source of such information has been identified. Each Issuer confirms that such third-party information has been accurately reproduced and, as far as each Issuer is aware, has been able to ascertain from the information published by such third-party, no facts have been omitted which would render the reproduced information inaccurate or misleading. However, the information has not been independently verified by the Issuers or any other party and prospective investors should not place undue reliance upon such data as included in this Base Prospectus.

None of the Dealers (as defined under "*Subscription and Sale*") nor any of their respective affiliates, directors, officers or employees or any other affiliated person (as defined under Rule 501(b) of Regulation D of the U.S. Securities Act of 1933 (as amended) (the "**Securities Act**") have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility for any acts or omissions of either Issuer or any other person in connection with the Base Prospectus or the issue and offering of Notes. Neither the delivery of this Base Prospectus or any Final Terms, or Pricing Supplement, as the case may be, nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of any Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any

other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Each Issuer has confirmed to the Dealers that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuers or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuers or any Dealer.

INFORMATION INCORPORATED BY REFERENCE

This Base Prospectus must be read and construed together with any amendments or supplements hereto and with any documents (or sections of documents) incorporated by reference herein (see "*Information Incorporated by Reference*" below). Further, in relation to any Tranche of Notes which is the subject of a Final Terms or Pricing Supplement, as the case may be, this Base Prospectus should be read and construed together with the relevant Final Terms or Pricing Supplement, as applicable.

Other than in relation to the documents which are deemed to be incorporated in this Base Prospectus by reference, the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the FCA.

FINAL TERMS AND DRAWDOWN PROSPECTUS

Each Tranche of: (i) Senior Notes will be issued on the terms and conditions set out herein under "*Terms and Conditions of the Senior Notes*" (the "**Senior Conditions**") (ii) Flac Notes will be issued on the terms and conditions set out herein under "*Terms and Conditions of the Flac Notes*" (the "**Flac Conditions**"); (iii) Tier 2 Notes will be issued on the terms and conditions set out herein under "*Terms and Conditions of the Tier 2 Notes*" (the "**Tier 2 Conditions**"); and (iv) Additional Tier 1 Notes will be issued on the terms and conditions set out herein under "*Terms and Conditions of the Additional Tier 1 Notes*" (the "**Additional Tier 1 Conditions**", and the Senior Conditions, the Flac Conditions, the Tier 2 Conditions, and the Additional Tier 1 Conditions together, the "**Conditions**"), in each case, as completed by the final terms substantially in the form set out herein (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") or, in the case of Exempt Notes, a pricing supplement substantially in the form set out herein (the "**Pricing Supplement**").

In this Base Prospectus and in relation to any Series or Tranche of Notes, references to the "**applicable Conditions**" are to whichever of the Senior Conditions, the Flac Conditions, the Tier 2 Conditions or the Additional Tier 1 Conditions are applicable to such Series or Tranche of Notes as the context so requires.

In the case of Exempt Notes, any reference in this Base Prospectus to "**Final Terms**" shall be deemed to be a reference to "**Pricing Supplement**" unless the context requires otherwise. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

SUITABILITY OF INVESTMENT

In making an investment decision, investors must rely on their own examination of the relevant Issuer and the terms of the Notes being offered, including the merits and risks involved.

The Notes may not be a suitable investment for all investors. Each potential investor in any Notes must determine the suitability of that investment for that investor considering its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such 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 relevant Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets;
- 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 the investor's investment and its ability to bear the applicable risks; and
- understand the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the relevant Notes.

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

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

MiFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes and any Drawdown Prospectus may include a legend entitled "*EU MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**EU MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the EU MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "**EU MiFID II Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division) (the "**Arranger**") nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU MiFID II Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes and any drawdown prospectus may include a legend entitled "*UK MiFIR Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates (will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PROHIBITION ON MARKETING AND SALES TO RETAIL INVESTORS

The Additional Tier 1 Notes are complex financial instruments. They are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Additional Tier 1 Notes. Potential investors in the Additional Tier 1 Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Additional Tier 1 Notes (or any beneficial interests therein).

(a) In the UK, the FCA Conduct of Business Sourcebook ("**COBS**") requires, in summary, that the Additional Tier 1 Notes should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "retail client") in the UK.

(b) By purchasing, or making or accepting an offer to purchase, any Additional Tier 1 Notes (or a beneficial interest in such Additional Tier 1 Notes) from SBG and/or any of the Dealers each prospective investor represents, warrants, agrees with and undertakes to SBG and each of the Dealers that:

(i) it is not a retail client in the UK; and

(ii) it will not sell or offer the Additional Tier 1 Notes (or any beneficial interest therein) to retail clients in the UK or communicate (including the distribution of this Base Prospectus) or approve an invitation or inducement to participate in, acquire or underwrite the Additional Tier 1 Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK.

(c) In selling or offering the Additional Tier 1 Notes or making or approving communications relating to the Additional Tier 1 Notes you may not rely on the limited exemptions set out in COBS.

The obligations in the paragraph above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA or the UK) relating to the promotion, offering, distribution and/or sale of the Additional Tier 1 Notes (or any beneficial interests therein), whether or not specifically mentioned in this Base Prospectus, including (without limitation) any requirements under MiFID II or the UK FCA Handbook as to determining the appropriateness and/or suitability of an investment in the Additional Tier 1 Notes (or any beneficial interests therein) for investors in any relevant jurisdiction.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Additional Tier 1 Notes (or any beneficial interests therein) from the Issuer and/or the Dealers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in Article 2 Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (the "**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

SINGAPORE SECURITIES AND FUTURES ACT – PRODUCT CLASSIFICATION NOTIFICATION

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**"), and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise stated in the Final Terms in respect of any Tranche of Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

NOTES ISSUED AS GREEN BONDS, SOCIAL BONDS OR SUSTAINABILITY BONDS

Neither the Arranger nor any of the Dealers accepts any responsibility for, or makes any representation, warranty or assurance as to, the suitability of any Notes issued as Green Bonds, Social Bonds or Sustainability Bonds (each, as defined under "*Use of Proceeds*") (as indicated in the applicable Final Terms), including the listing or admission to trading thereof on any dedicated Environmental, Social and Governance (ESG) or other equivalently-labelled segment of any stock exchange or securities market, to fulfil any "environmental", "social", "sustainable", "governance" or "green" criteria required by any prospective investors.

The Arranger and the Dealers have not undertaken, nor are they responsible for, any assessment of the eligibility criteria for green, social or sustainable projects, as applicable (each, as contemplated in the Sustainable Finance Framework (as defined under "*Use of Proceeds*")), any verification of whether such green, social or sustainable projects, as applicable, meet such criteria or the monitoring of the use of proceeds of any Green Bonds, Social Bonds or Sustainability Bonds (or amounts equal thereto). Investors should refer to the Sustainable Finance Framework and any further green finance framework which SBG may publish from time to time, the Second Party Opinion (as defined under "*Use of Proceeds*") and any further second party opinion delivered in respect of a sustainable finance framework and any public reporting by or on behalf of SBG in respect of the application of the proceeds of any issue of Green Bonds, Social Bonds or

Sustainability Bonds for further information. Any such sustainable finance framework and/or second party opinion and/or public reporting will not be incorporated by reference into this Base Prospectus and neither the Arranger nor any of the Dealers makes any representation as to the suitability or contents thereof. No assurance is given by the Issuers, the Arranger, the Dealers or any other person that the use of the proceeds of issue of any Green Bonds, Social Bonds or Sustainability Bonds will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which any investor or its investments are required to comply.

INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuers, the Arranger and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*".

Notes have not been and will not be registered under the Securities Act or the securities laws of any State in the United States of America (the "**U.S.** "). Senior Notes issued under the Programme issued in bearer form are subject to tax law requirements in the U.S. Subject to certain exceptions, Notes may not be offered, sold or delivered within the U.S. or to U.S. persons (as defined in Regulation S under the Securities Act).

This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State (as defined below) will be made pursuant to an exemption under the EU Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in the relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish a prospectus pursuant to the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation, in each case, in relation to such offer. Neither of the Issuers nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the relevant Issuer or any Dealer to publish a prospectus or supplement this Base Prospectus for such offer.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuers, the Arranger, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuers.

PROGRAMME LIMIT

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed U.S.$4,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into U.S. dollars at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement (as defined under "*Subscription and Sale*"))). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.

UK BENCHMARKS REGULATION

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 as it forms part of domestic law of the UK by virtue of EUWA (the "**UK Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the UK Benchmark Regulation. Not every

reference rate will fall within the scope of the UK Benchmark Regulation. The registration status of any administrator under the UK Benchmark Regulation is a matter of public record and, save where required by applicable law, neither SBSA nor SBG intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

NOTES ARE NOT COVERED DEPOSITS

None of the Notes issued by the Issuers under the Programme are or shall be "covered deposits" within the meaning of the South African Financial Sector Regulation Act, 2017 the "**Financial Sector Regulation Act**") (as read with the South African Deposit Insurance Regulations, 2024 (as amended)) and an investment in the Notes will not be covered by the deposit insurance scheme administered by the South African Corporation for Deposit Insurance established by section 166AE of the Financial Sector Regulation Act.

NO SOUTH AFRICAN PROSPECTUS

This Base Prospectus is not a "prospectus" or other disclosure document for the purposes of the South African Companies Act, 2008.

ABBREVIATIONS AND ROUNDING OF FIGURES

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the EEA, reference to the "**UK**" are to the United Kingdom, references to "**South Africa**" are references to the Republic of South Africa, references to "**U.S.$** ", "**U.S. dollars**" are to United States dollars, references to "**EUR**" or "**euro**" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, references to "**ZAR**", "**R**" or "**Rand**" are to South African rand and references to "**Renminbi**", "**CNY**" and "**RMB**" are to the lawful currency of the People's Republic of China (excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) ("**PRC**").

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

REFERENCES TO LAWS

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of law is a reference to that law or provision as extended, amended or re-enacted.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilisation Manager(s)") (or persons acting on behalf of any Stabilisation Manager(s)) may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

Certain statements included in this Base Prospectus may constitute "forward-looking statements". Forward-looking statements provide the Issuers' current expectations or forecasts of future events. Forward-looking statements include statements about the Issuers' expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Certain words including "anticipate", "believe", "continue", "estimate", "expect", "intend", "may", "on-going", "plan", "potential", "predict", "project", "will", "schedule", and similar words or expressions, or the negatives of those words or phrases, may identify forward-looking statements. However, the absence of those words or phrases does not necessarily mean that a statement is not forward-looking.

In addition, all statements other than statements of historical facts included in this Base Prospectus, including, but without limitation, those regarding the financial position, business strategy, prospects, capital expenditure and investment plans of the Issuers and the plans and objectives of the Issuers for their future operations (including development plans and objectives relating to the Issuers' operations), are forward-looking statements.

Forward-looking statements appear in a number of places in this Base Prospectus, including, without limitation, in the "*Risk Factors*", "*Description of Standard Bank Group Limited*", and "*Description of The Standard Bank of South Africa Limited*" sections of this Base Prospectus.

Investors are cautioned that forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors which may cause actual results or performance of the Issuers to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous estimates and assumptions regarding the Issuers' present and future business strategies and the environment in which the Issuers will operate in the future. Any forward-looking statements in this Base Prospectus speak only as of the date of this Base Prospectus, reflect the Issuers' current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Issuers' operations, results of operations, growth strategy and liquidity. Known and unknown factors could cause actual results to differ materially from those projected in the forward-looking statements. Such factors include, but are not limited to, those described in "*Risk Factors*". All of the forward-looking statements made in this Base Prospectus are qualified by these cautionary statements.

To the extent required by Applicable Law (as defined in the Conditions), including under the PRM, the Issuers will update or revise the information in this Base Prospectus. Otherwise, neither of the Issuers nor any employees and agents of either of the Issuers assumes: (i) any obligation or undertaking to release any updates or revisions to any forward-looking statements contained herein to reflect any change in the Issuers' expectations with regard thereto or any change of events, conditions or circumstances, on which any such statements were based or (ii) any liability in the event that any of the forward-looking statements does not materialise or turns out to be incorrect. All subsequent written and forward-looking statements attributable to the Issuers or persons acting on their behalf are expressly qualified in their entirety by such cautionary statements. Any forward-looking statements have not been reviewed nor reported on by the auditors.

OVERVIEW OF THE PROGRAMME

The following overview of the Programme does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined in the applicable Conditions below or elsewhere in this Base Prospectus have the same meanings in this overview of the Programme.

This Overview constitutes a general description of the Programme for the purposes of Appendix 1, Annex 3.2 of the PRM.

Issuers:	The Standard Bank of South Africa Limited (as Issuer of Senior Notes only) Standard Bank Group Limited (as Issuer of Senior Notes or Subordinated Notes)
SBSA Legal Entity Identifier Number:	QFC8ZCW3Q5PRXU1XTM60
SBG Legal Entity Identifier Number:	2549003PEZXUT7MDBU41
Risk Factors:	Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the relevant Issuer to fulfil its obligations under the Notes are discussed under "*Risk Factors*" below.
Arranger:	The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division).
Dealers:	Barclays Bank PLC, BNP PARIBAS, Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, ICBC International Securities Limited, ING Bank N.V., J.P. Morgan Securities plc, Merrill Lynch International, Mizuho International plc, NatWest Markets Plc, Standard Chartered Bank, SMBC Bank International plc, The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division), UBS AG London Branch and any other Dealer appointed from time to time by the Issuers either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Fiscal Agent:	The Bank of New York Mellon, London Branch.
Registrar:	The Bank of New York Mellon SA/NV, Luxembourg Branch.
Final Terms or Drawdown Prospectus:	Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the applicable Conditions as completed to the extent described in the relevant Final Terms or, as the case may be, the relevant Drawdown Prospectus.
Listing and Trading:	Applications have been made for Notes to be admitted during the period of 12 months after the date hereof to listing on the Official

	List of the FCA and to trading on the Main Market of the London Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer, subject in all cases to the relevant Issuer obtaining the necessary consents from FSD and (in the case of Flac Notes, Tier 2 Notes or Additional Tier 1 Notes) the Prudential Authority.
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms.
Initial Programme Amount:	Up to U.S.$4,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
FSD Approval:	As at the date of the Base Prospectus, the prior approval of the FSD (or an authorised dealer, on its behalf) is required by SBSA or SBG, as the case may be, for the issuance of each Tranche of Notes under the Programme.
Prudential Authority Approval:	As at the date of the Base Prospectus, the prior approval of the Prudential Authority is required for the issuance of each Tranche of Tier 2 Notes or Additional Tier 1 Notes under the Programme.
SARB (Resolution Authority) Approval:	As at the date of the Base Prospectus, the SARB (as Resolution Authority) has approved the Flac Conditions under the Flac Standard. Notwithstanding such approval, SBG is required to notify the SARB (as Resolution Authority) of any issuance of any Tranche of Flac Notes prior to the issuance of such Tranche of Flac Notes.
Commercial Paper Regulations:	The Commercial Paper Regulations comprise an exemption to *"the business of a bank"* as defined in the Banks Act. The question of whether SBG, in the issue and placing of a Tranche of Notes, conducts *"the business of a bank"* as defined in the Banks Act is a question of fact. If SBG, in relation to the issue of a Tranche of Notes, is obliged (or is not obliged but nevertheless elects) to comply with the Commercial Paper Regulations, SBG will procure that the information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is prepared and made available to investors in connection with that Tranche of Notes.

Forms of Notes:	Notes may be issued in bearer form or in registered form, save that Subordinated Notes will be issued in registered form only. Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note (each defined in the section "*Forms of the Notes*"), in each case as specified in the relevant Final Terms. Each Global Note will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons. Each Tranche of Registered Notes will be in the form of either individual Note Certificates ("**Individual Note Certificates**") or a Global Registered Note Certificate (a "**Global Registered Note Certificate**"), in each case as specified in the relevant Final Terms. Each Global Registered Note Certificate will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depositary. Persons holding beneficial interests in the Global Registered Note Certificate will be entitled or required, as the case may be, to receive physical delivery of Individual Note Certificates. Interests in a Global Registered Note Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only in the limited circumstances described under "*Summary of Provisions Relating to the Notes While in Global Form*".
Currencies:	Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Status of the Notes (general):	Notes may be issued on a subordinated or unsubordinated basis, as specified in the relevant Final Terms.
Status of the Senior Notes:	The Senior Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 5 (*Negative Pledge*) of the Senior Conditions) unsecured obligations of the relevant Issuer, all as described in Condition 4 (*Status and Ranking of the Senior Notes*) of the Senior Conditions.

Status of the Flac Notes: Flac Notes will constitute direct, unsecured and subordinated obligations of SBG, all as described in Condition 4(a) (*Status and Ranking of the Flac Notes*) of the Flac Conditions.

Status of the Tier 2 Notes: Tier 2 Notes will constitute direct, unsecured and subordinated obligations of SBG, all as described in Condition 4(a) (*Status and Ranking of the Tier 2 Notes*) of the Tier 2 Conditions.

Status of the Additional Tier 1 Notes: In a Winding-Up of SBG, the Additional Tier 1 Notes will rank as Additional Tier 1 Capital in accordance with the Ranking Legislation. Without prejudice to the prior statement, Additional Tier 1 Notes will constitute direct, unsecured and subordinated obligations of SBG all, as described in Condition 4(a) (*Status and Ranking of the Additional Tier 1 Notes*) of the Additional Tier 1 Conditions.

Issue Price: Notes may be issued at any price as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

Maturities: Notes issued under the Programme may have any maturity (as specified in the Final Terms), subject, (a) in relation to Flac Notes and Tier 2 Notes, to such minimum maturities as may be required from time to time by the applicable Flac Requirement or the applicable Capital Rules (each as defined in the Flac Conditions or the Tier 2 Conditions), as the case may be and (b) in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Additional Tier 1 Notes shall be perpetual securities, having no fixed maturity or redemption date and holders of Additional Tier 1 Notes will have no right to require the Issuer to redeem or purchase the Notes at any time.

Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the relevant Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the relevant Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only 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; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the relevant Issuer.

Optional Redemption: Subject as described in "*Conditions to Redemption and Purchase*" below, Notes may be redeemed before their stated maturity at the option of the relevant Issuer (either in whole or in part) in accordance

with the applicable Conditions to the extent (if at all) specified in the relevant Final Terms.

The Final Terms will specify whether the Investor Put Option (in respect of Senior Notes only), Issuer Call Option or Issuer Clean Up Call Option are applicable.

Conditions to Redemption and Purchase:

For so long as the applicable Capital Rules so require, Tier 2 Notes and Additional Tier 1 Notes may be redeemed or purchased only if (i) the relevant Issuer has notified the Relevant Regulator of, and the Relevant Regulator has consented in writing to, such redemption, subject to such conditions (if any) as the Relevant Regulator may deem appropriate and (ii) the redemption of the relevant Notes is not prohibited by the Capital Rules as described in Condition 10(k) (*Conditions to redemption, purchase, modification, substitution, or variation)* of the Tier 2 Conditions and Condition 11(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation)* of the Additional Tier 1 Conditions.

Additional Tier 1 Notes may only be redeemed at the option of SBG, subject to the prior consent of the Relevant Regulator (where then required by the Capital Rules), in the circumstances and on the dates specified in the Additional Tier 1 Conditions. Additional Tier 1 Notes may not be redeemed at the option of the holders of Additional Tier 1 Notes.

For as long as the Flac Requirements so require, Flac Notes may be redeemed or purchased only if (i) SBG has sought, and the Resolution Authority has granted, its prior written approval to such redemption or purchase, subject to such conditions (if any) as the Resolution Authority may deem appropriate or (ii) the redemption or purchase of the Flac Notes is not prohibited by the Flac Requirements, in each case as described in Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Flac Conditions.

Subject as described in "*Maturities*" above, Notes may be redeemable at par or at such other Redemption Amount as may be specified in the relevant Final Terms.

Tax Redemption and redemption if a Change in Law occurs:

Subject as described in "*Conditions to Redemption and Purchase*" above, early redemption will only be permitted for tax reasons as described in Condition 11(b) (*Redemption for tax reasons*) of the Senior Conditions, Condition 9(b) (*Redemption for tax reasons or Change in Law*) of the Flac Conditions, Condition 10(b) (*Redemption for tax reasons or Change in Law*) of the Tier 2 Conditions, or Condition 11(c) (*Redemption for tax reasons or Change in Law*) of the Additional Tier 1 Conditions. Senior Notes may be redeemed at the option of the relevant Issuer if a Tax Event occurs. Flac Notes, Tier 2 Notes and Additional Tier 1 Notes may be redeemed if a Tax Event (Gross up), a Tax Event (Deductibility) or a Change in Law (if specified in the relevant Final Terms) occurs.

Redemption for Regulatory Reasons:

Subject as described in "*Conditions to Redemption and Purchase*" above, early redemption of the Flac Notes, Tier 2 Notes or Additional Tier 1 Notes (in each case, in whole but not in part) is permitted at the option of SBG if a Capital Disqualification Event (or, in the case of the Flac Notes, a Flac Disqualification Event) occurs and is continuing as described in Condition 9(d) (*Early redemption following the occurrence of a Flac Disqualification Event*) of the Flac Conditions, Condition 10(d) (*Early redemption following the occurrence of a Capital Disqualification Event*) of the Tier 2 Conditions and Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*) of the Additional Tier 1 Conditions.

Tier 2 Notes and Additional Tier 1 Notes are additionally subject to mandatory Write-off (in whole or in part) upon the occurrence of a Non-Viability Event, in accordance with the Capital Rules and Condition 9 (*Loss Absorption Following a Non-Viability Event*) of the Tier 2 Conditions and Condition 10 (*Loss Absorption Following a Non-Viability Event*) of the Additional Tier 1 Conditions.

Substitution or Variation:

Subject as described in "*Conditions to Redemption and Purchase*" and "*Redemption for Regulatory Reasons*" above, if specified in the relevant Final Terms, and:

(i) a Change in Law, Tax Event (Gross up), Tax Event (Deductibility) or Capital Disqualification Event occurs and is continuing, SBG may:

(A) substitute Tier 2 Notes for, or vary the terms of the Tier 2 Notes, so they become Qualifying Tier 2 Securities, subject to the Tier 2 Conditions; and

(B) substitute Additional Tier 1 Notes for, or vary the terms of the Additional Tier 1 Notes, so they become Qualifying Additional Tier 1 Securities, subject to the Additional Tier 1 Conditions; or

(ii) a Change in Law, Tax Event (Gross up), Tax Event (Deductibility) or Flac Disqualification Event occurs and is continuing, SBG may substitute Flac Notes for, or vary the terms of the Flac Notes, so they become Qualifying Flac Securities, subject to the Flac Conditions.

Interest:

Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.

In the case of Additional Tier 1 Notes only, payments of interest are payable at the sole and absolute discretion of SBG and may be cancelled (in whole or in part) at any time for any reason. Interest on Additional Tier 1 Notes will also be cancelled (in whole or in part) if and to the extent (a) the payment of such interest, when aggregated with any other relevant distributions, would exceed the Distributable Items of SBG, (b) the Relevant Regulator orders SBG not to pay such

	interest, or (c) SBG is in breach of, or would as a result of such payment be in breach of, the Capital Rules or the Solvency Condition. Any such cancellation will be non-cumulative and will not constitute a default, all as fully described in Condition 9 (*Limitations on payments of interest*) of the Additional Tier 1 Conditions.
Reset Notes:	Reset Notes will have reset provisions pursuant to which the relevant Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the applicable Final Terms. Thereafter, the fixed rate of interest will be reset on one or more date(s) to the applicable Reset Reference Rate for the relevant Specified Currency or an applicable floating rate plus the applicable reset margin, in each case as may be specified in the applicable Final Terms.
Denominations:	Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. See also "*Maturities*" above.
Negative Pledge:	Senior Notes will have the benefit of a negative pledge as described in Condition 5 (*Negative Pledge*) of the Senior Conditions. The terms of the Subordinated Notes do not contain a negative pledge.
Events of Default:	In respect of Senior Notes only, Condition 15 (*Events of Default*) of the Senior Conditions describe the events of default applicable to each Series of Senior Notes including non-payment, breach of other obligations, cross-default of the Issuer or Principal Subsidiary, unsatisfied judgment, security enforced, insolvency, winding-up etc., failure to take action and unlawfulness. In respect of Subordinated Notes, the events of default are limited to non-payment and insolvency, winding-up etc all as described in full in Condition 12 (*Enforcement; No Acceleration*) of the Flac Conditions, Condition 13 (*Enforcement; No Acceleration*) of the Tier 2 Conditions and Condition 14 (*Enforcement; No Acceleration*) of the Additional Tier 1 Conditions.
Taxation:	All payments in respect of Notes will be made free and clear of withholding taxes of South Africa, unless the withholding is required by law. In that event, the relevant Issuer will (subject as provided in Condition 14 (*Taxation*) of the Senior Conditions, Condition 11 (*Taxation*) of the Flac Conditions, Condition 12 (*Taxation*) of the Tier 2 Conditions, or Condition 13 (*Taxation*) of the Additional Tier 1 Conditions) pay such additional amounts (in respect of Flac Notes, Tier 2 Notes, and Additional Tier 1 Notes, in respect of payments of interest only and not in respect of payments of principal) as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.

Governing Law:

The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law save that the provisions of:

- Condition 6 (*Recognition of RSA Bail-in Powers*) of the Senior Conditions;
- Conditions 1(h) (*Flac Requirements*), 4 (*Status, Ranking and Subordination of Flac Notes; No Set-off or Netting*), 5 (*Recognition of RSA Bail-in Powers*), 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and 12 (*Enforcement; No Acceleration*) of the Flac Conditions;
- Conditions 4 (*Status, Ranking and Subordination of the Tier 2 Notes; No Set-off or Netting*), 5 (*Recognition of RSA Bail-in Powers*), 9 (*Loss Absorption Following a Non-Viability Event*), 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*), and 13 (*Enforcement; No Acceleration*) of the Tier 2 Conditions;
- Conditions 4 (*Status, Ranking and Subordination of the Additional Tier 1 Notes; No Set-off or Netting*), 5 (*Recognition of RSA Bail-in Powers*), 9 (*Limitations on Payments of Interest*), 10 (*Loss Absorption Following a Non-Viability Event*), 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), 12(i) (*Solvency Condition*) and 14 (*Enforcement; No Acceleration*) of the Additional Tier 1 Conditions,

and all non-contractual obligations arising out of or in connection with the South African Law Provisions (as defined below) are governed by, and shall be construed in accordance with, South African law.

Recognition of RSA Bail-in Powers:

Notwithstanding and to the exclusion of any other term of the Notes, or any other agreements, arrangements or understandings between any of the parties thereto or between the Issuer and any Noteholder (including each holder of a beneficial interest in the Notes), each Noteholder acknowledges and accepts that any Amounts Due arising under the Notes may be subject to the exercise of any RSA Bail-in Power by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by the exercise of any RSA Bail-in Power by the Resolution Authority, all in accordance with, and as more fully described in, Condition 6 (*Recognition of RSA Bail-in Powers*) of the Senior Conditions, Condition 5 (*Recognition of RSA Bail-in Powers*) of the Flac Conditions, Condition 5 (*Recognition of RSA Bail-in Powers*) of the Tier 2 Conditions and Condition 5 (*Recognition of RSA Bail-in Powers*) of the Additional Tier 1 Conditions.

Enforcement of Notes in Global Form:

In the case of Global Registered Note Certificates, individual investors' rights against each Issuer will be governed by a Deed of

	Covenant (in respect of SBG, the "**SBG Deed of Covenant**" and in respect of SBSA, the "**SBSA Deed of Covenant**" (together, the "**Deeds of Covenant**")) each dated 30 September 2026, copies of which will be available for inspection at the specified office of the Fiscal Agent.
Ratings:	Each Tranche of Notes may be rated or unrated. Where applicable, the ratings of the Notes will be specified in the relevant Final Terms.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the EEA, the United Kingdom, South Africa, Japan, the People's Republic of China, Singapore and Switzerland. See "*Subscription and Sale*" below.

RISK FACTORS

Each of the Issuers 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.

In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

Each of the Issuers believes that the factors described below represent the principal risks inherent in investing in the Notes, but either Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons which it may not currently be able to anticipate.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus to reach their own views prior to making any investment decision. The information given below is as at the date of this Base Prospectus.

Capitalised terms used herein and not otherwise defined shall bear the meanings ascribed to them in "Terms and Conditions of the Notes".

*References in this section to the "**Group**" are to SBG and its subsidiaries and therefore include SBSA and its subsidiaries. Investors should note that SBG is not a guarantor of, and will not guarantee, any Notes issued by SBSA under the Programme. Investors sole recourse in respect of any Notes issued by SBSA is to SBSA.*

Factors that may affect the Issuers' ability to fulfil their obligations under Notes issued under the Programme

Risks relating to the Issuers

The investments, business, profitability and results of operations of the Group may be adversely affected by difficult conditions in the global, South African and, with respect to SBG, sub-Saharan financial markets

The Group's business has significant operations in South Africa, through SBSA and its subsidiaries, with the majority of the Issuers' revenues derived from operations in South Africa. Therefore, the Issuers' businesses and results of operations are primarily affected by economic and political conditions in South Africa and, because of their impact on the South African economy, global economic conditions.

In addition, the Group is an African focused universal financial services group with operations in twenty countries in Africa (excluding South Africa) (the "**Africa Regions**"), and satellite offices in four key financial centres and two offshore hubs. As a result, SBG's performance is also affected by its operations in Africa Regions. Africa Regions contributed 40 per cent. to SBG's headline earnings for the year ended 31 December 2025, and total assets for Africa Regions represented 18 per cent. of SBG's total assets at 31 December 2025. Economic and political conditions in the Africa Regions in which it operates therefore also have an impact on SBG's business and results.

The global economy in 2025 proved resilient in the face of the significant uncertainty and economic damage caused by the imposition of U.S. tariffs. The International Monetary Fund ("**IMF**") has estimated global real gross domestic product ("**GDP**") growth at 3.5 per cent. and sub-Saharan Africa ("**SSA**") GDP growth at 4.5 per cent. in each case for the year ended 31 December 2025, compared with 3.5 per cent and 4.2 per cent in the prior year (*source: IMF July 2026 Report*). South Africa's real GDP grew at 1.1 per cent. in 2025, compared with 0.5 per cent. for the prior year (*source: Statistics South Africa*).

This resilience is expected to be tested again in 2026 by the surge in energy prices resulting from the war in Iran. The Issuers expect inflation to be higher and growth lower as a consequence of the energy price shock. The Issuers further expect that central banks that had previously hinted at a bias to cut policy rates will likely hold off rate cuts until late in 2026, or 2027 as they assess the inflationary impact of the rise in energy prices. Some could hike rates but these are expected be reversed in time as the early rise in inflation from the energy shock gives way to longer-term economic growth concerns. The IMF expects global real GDP growth to be 3.0 per cent. in 2026 (*source: IMF July 2026 Report*).

The IMF expects real GDP growth in SSA to be 4.3 per cent. in 2026 (*source: IMF July 2026 Report*). The U.S./Israel-Iran conflict is now a key near-term source of downside risk to the Africa Regions' economic outlook, via higher oil prices, wider shipping and insurance costs, and the risk of broader disruption to trade routes. The spillovers will be felt through inflation, foreign exchange rate movements and funding conditions in a number of markets, while the impact of U.S. policy (aid and tariff-related policy shifts) also lingers. Africa Regions will also not be spared from domestic political risks and climate change, with more frequent and severe weather shocks. Each of these factors could negatively affect Africa Regions' business, financial condition, and results of operations.

Economic growth across the Group's various markets of operation is dependent on many factors beyond the Group's control, including geopolitical developments, monetary and fiscal policies and domestic and international economic and political conditions in general. Additionally, should the general global economic environment deteriorate during the course of 2026, this could negatively impact the economies in Africa.

Any deterioration in global and African political and economic conditions may negatively affect the Group's business, financial condition, and results of operations. This could result in lower customer demand, including lower demand for borrowing from creditworthy customers, and/or a reduction in the value of related collateral and/or an increase of the Group's default rates, delinquencies, write-offs, and impairment charges, which in turn could adversely affect the Group's performance and prospects. A deterioration in economic conditions could also impact the ability of the Group to raise funding from external investors.

A deterioration in the South African economy may adversely affect the Group's business and results of operations in a manner that may be difficult to predict

The Group's business and results of operations may be impacted by a number of South African macroeconomic conditions, including subdued economic growth, high unemployment, increases in inflation and/or interest rates and adverse foreign exchange rate movements.

In South Africa, the election outcome in 2024 resulted in the formation of the Government of National Unity ("**GNU**"). Since the formation of the GNU in 2024, consumer and business sentiment has improved (*source: Bureau for Economic Research*). There are also growing expectations that the domestic political and policy setting will become more benign in support of higher trend growth. The implementation of several structural reforms has been gaining momentum. The effects of these reforms are starting to show. Electricity loadshedding is largely eradicated, rail volumes have stabilised and ports are improving their performance (*source: National Treasury*). South Africa's real GDP grew at 1.1 per cent. in 2025, compared with 0.5 per cent. for the prior year (*source: Statistics South Africa*). The acceleration in GDP growth was despite the negative impact from U.S. tariff increases which superseded the usual duty-free access that South African exporters to the U.S. enjoyed under the African Growth and Opportunity Act ("**AGOA**"). The IMF expects South Africa's real GDP to grow by 1.1 per cent in 2026 (*source: IMF July 2026 Report*).

Low inflation and rising export commodity prices supported the South African economy in 2025 but are expected to be less supportive in 2026. As at the date of this Base Prospectus, the support from low inflation has already declined, and the increase in fuel prices and, in turn inflation, is expected to weigh negatively on discretionary spending. Previous interest rate cuts by the South African Reserve Bank ("**SARB**"), between September 2024 and November 2025, which took the policy rate down from 8.75 per cent. to 6.75 per cent., provided some relief, but the SARB increased the policy rate to 7.00 per cent. in May 2026 and there is a risk of a further interest rate hike should the Iran war be protracted.

Domestic economic growth may accelerate if infrastructure constraints ease further, confidence continues to improve, and interest rates resume their decline. However, policy reforms will likely remain incremental, and the Group's capacity to expand is constrained by the uncertainty of the longer-term political landscape and persistent growth impediments. These factors may also limit South Africa's growth rate trend.

Several unfavourable global market conditions and risks, notably protracted wars with the potential to impact the global economy and uncertainty about policy changes that will be implemented by the U.S. administration, weigh on South Africa's economic growth prognosis and financial markets. Uncertainty will likely remain high throughout 2026. In this regard, the Issuers are of the view that the Iran war may provide

a downside risk to GDP growth in South Africa. A recovery in trend growth to above 2 per cent. requires not only ongoing reforms but also a more benign global setting.

The South African banking sector is widely regarded as one of the country's key pillars of economic strength. The South African banking sector remains exposed to South Africa's general macroeconomic conditions and stability.

No assurance can be given that the Group would be able to sustain its current performance levels if the current South African macroeconomic conditions were to persist or materially worsen from levels at the date of this Base Prospectus.

A deterioration in the economies of the Africa Regions may adversely affect the Group's business and results of operations in a manner that may be difficult to predict

SBG's performance is impacted by its operations in its Africa Regions, which consist of twenty countries in Africa (outside of South Africa). Economic, political and climate conditions in the Africa Regions in which it operates therefore also have an impact on SBG's business and results.

Geopolitical tensions and conflicts, particularly in the Middle East, could have a significant negative impact on the economies of Africa Regions, given the region’s structural sensitivity to energy, shipping and imported-price shocks. A sustained rise in oil prices could lift freight, fertiliser and transport costs and keep headline inflation higher for longer, while disruptions to key shipping routes, energy supply chains and global trade flows could amplify price volatility, lengthen delivery times and raise insurance premia. These shocks could tighten monetary conditions across frontier markets, or delay easing cycles, and increase foreign exchange pressure as fuel import bills rise.

Net oil importers face the most immediate deterioration in external balances and inflation dynamics. In Ghana, higher pump prices risk slowing disinflation and complicating the policy-easing path as transport and food costs rise. Uganda faces a wider current account deficit, with limited short-term mitigation, given reliance on refined fuel imports. Namibia is exposed to fuel and fertiliser pass-through and a weaker trade balance, while Botswana’s oil shock could erode foreign exchange reserves if diamond earnings remain soft. For Zambia, the oil shock becomes materially more inflationary if the terms of trade worsen (if the copper price underperforms the oil price by a wider margin), putting downward pressure on the kwacha and lifting the local cost of fuel and other imports, which then feeds through into food prices. In Kenya, higher fuel costs would add to inflation risks and cost-of-living pressures and could increase fiscal strain. In Mozambique, higher fuel costs would add to existing pressure on foreign exchange liquidity and widen the external deficit as the fuel import bill rises. Oil exporters such as Nigeria and Angola may see near-term fiscal and foreign exchange benefits from higher crude prices, but the net benefit is uncertain and can be diluted by production constraints, fuel-pricing policies and second-round inflation. More broadly, escalation in geopolitical tensions could increase the probability of a sharper global risk-off episode, weaker portfolio inflows into Africa Regions, and higher refinancing costs, even for countries that would otherwise benefit from higher commodity prices.

Several Africa Regions economies remain dependent on a narrow range of commodity exports. A sustained decline in key export prices, including copper, diamonds, cocoa and oil, could reduce fiscal revenues, weaken foreign exchange earnings, increase external financing pressures and weigh on economic growth. Commodity price volatility could also amplify exchange-rate pressures and increase fiscal and external vulnerabilities in commodity-dependent economies.

In addition, supply-chain disruption (including longer lead times, higher input costs, intermittent shortages and precautionary inventory build-ups) could transmit into weaker industrial production and investment, particularly in import-dependent sectors. In combination with higher energy and transport costs, these effects raise the risk of a stagflation mix, slower growth alongside more persistent inflation, more quickly than baseline assumptions imply.

Changing priorities among development partners and fiscal constraints in advanced economies could reduce the availability of concessional financing, grants and development assistance. This may exacerbate fiscal and

external financing pressures in some Africa Regions economies, increase borrowing costs and slow the implementation of infrastructure and economic reform programmes that underpin macro-stability and investor confidence. Africa Regions will be impacted by climate change, which is already increasing weather variability and the frequency of extreme events. More severe and recurrent droughts, heatwaves and irregular rainfall patterns weigh on agricultural yields, intensify food insecurity and raise the risk of food-price inflation and social pressure. At the same time, heavier-than-normal rainfall and flooding can damage transport networks, housing and public infrastructure, disrupt trade logistics and raise contingent fiscal liabilities. Climate shocks also raise energy-supply risks in hydro-dependent systems, while increasing displacement and public-health burdens, thereby compounding macroeconomic fragilities and weakening medium-term growth prospects.

The broader global economic environment is uncertain. Oil-price volatility linked to the U.S./Israel-Iran conflict, alongside renewed expectations of sticky inflation in the U.S. and policy uncertainty related to trade, may keep global interest rates higher for longer and increase financial market volatility. For Africa Regions, this elevates refinancing risk, raises Eurobond yields, and can weaken portfolio flows and risk appetite, especially in markets with wide fiscal deficits, large external funding needs and high debt-service burdens.

Political risks within Africa Regions are elevated even as growth improves in parts of the region, as higher living costs, unemployment and inequality drive public dissatisfaction. This creates a more challenging operating environment through a higher probability of protests, strikes and episodic unrest, as well as rising pressure for populist measures that can weaken fiscal discipline and delay reform implementation. These dynamics may also weigh on investor confidence where policy predictability is already fragile. The elections in 2026 could encourage pre-election overspending, create uncertainty and delays in policy decisions, and raise the risk of social tension, particularly if external shocks keep fuel and food prices elevated.

Africa Regions' fiscal challenges remain pressing, with many economies struggling to manage high debt service costs, rigid recurrent spending lines and constrained revenue generation. In Kenya, for example, revenue underperformance and higher recurrent and development allocations are widening the FY2025/26 deficit to around 6.8 per cent. of GDP (*source: The National Treasury Supplementary Appropriations Bill*), reinforcing rollover and market-confidence risks amid higher global oil prices. Mozambique faces entrenched foreign exchange liquidity pressure and a wider external deficit as higher oil prices lift the fuel import bill, while domestic constraints and weak buffers heighten the risk of further fiscal and funding stress. Across the region, these fiscal pressures, combined with higher-for-longer global rates, tariff uncertainty and oil-market volatility, raise the risk of pro-cyclical tightening, reduced policy space and renewed foreign exchange and inflation pressures.

Given the above, no assurance can be given that the Group would be able to sustain its current performance levels if African Region macroeconomic conditions were to materially worsen from levels given at the date of this Base Prospectus.

Changes in the credit quality of counterparties could impact the recoverability and value of assets, which may have an adverse impact on the Group's profitability

The Group's lending and trading businesses are subject to inherent risks relating to the credit quality of their counterparties, which may impact the recoverability of loans and advances due from these counterparties. Changes in the credit quality of the Group's lending and trading counterparties, or arising from systemic risk in the financial sector, could reduce the value of the Issuers' assets and require increased provisions for bad and doubtful debts.

In addition, the Group is exposed to credit concentration risk, which is the risk of loss arising from an excessive concentration of exposure to a single counterparty, an industry, a market or segment of a market, a product, a financial instrument or type of security, a country or geography, or a maturity. The Group's credit portfolio also includes exposure concentrations to sovereign counterparties in the regions in which it operates, by way of prudential requirements for investment in Government securities and through direct lending. The Group manages this exposure within a clearly defined risk appetite framework and stress tests portfolios against weaknesses and sovereign downgrades.

Credit impairment charges for the Group decreased by 5 per cent. from R15,152 million for the year ended 31 December 2024 to R14,321 million for the year ended 31 December 2025 driven mainly by the retail and business portfolios benefitting from an improved macroeconomic environment, optimised collection strategies, remediation efforts and enhanced early-intervention strategies. Credit impairment charges in the Corporate and Investment Banking ("**CIB**") business unit increased from R1,568 million for the year ended 31 December 2024 to R2,065 million for the year ended 31 December 2025 due to elevated non-performing loans charges in comparison to the prior year which benefitted from significant recoveries from restructures and cures. Credit impairment charges on financial investments increased from R712 million for the year ended 31 December 2024 to R1,354 million for the year ended 31 December 2025, driven by deteriorating sovereign credit risk in the South and Central Africa regions, primarily Malawi and Mozambique. The Group's credit loss ratio improved to 0.73 per cent. in the year ended 31 December 2025 from 0.83 per cent. for the year ended 31 December 2024.

The Group's Personal and Private Banking ("**PPB**") business unit reported a decrease in credit impairment charges of 6 per cent. from R10,532 million for the year ended 31 December 2024, to R9,882 million for the year ended 31 December 2025, due to proactive client engagement, improved collections and reduced forward-looking provisions in a stabilising economic environment. The PPB credit loss ratio to customers improved to 1.41 per cent. for the year ended 31 December 2025, from 1.54 per cent. for the year ended 31 December 2024. Credit performance in the PPB South Africa portfolio improved in 2025 with credit impairment charges decreasing by 6 per cent. from R9,574 million for the year ended 31 December 2024 to R9,034 million for the year ended 31 December 2025, and the credit loss ratio to customers improving from 1.57 per cent. for the year ended 31 December 2024 to 1.46 per cent. for the year ended 31 December 2025.

The Business and Commercial Banking ("**BCB**") business recorded a decline in credit impairment charges of 22 per cent. for the year ended 31 December 2025 at R2,369 million, compared to R3,038 million for the year ended 31 December 2024, due to prior year refinements in risk appetite, alongside broader industry and sector-specific risk appetite reviews to support improved portfolio resilience. The BCB credit loss ratio improved to 1.08 per cent. for the year ended 31 December 2025 from 1.40 per cent for the year ended 31 December 2024.

The CIB business unit recorded an increase in credit impairment charges driven primarily by the deterioration in sovereign credit risk in South and Central Africa, which adversely affected the financial investment portfolio (which includes exposure to the sovereign per regulatory requirements). The business continued to manage its client portfolio well within risk appetite with the credit loss ratio to customers increasing to 0.14 per cent. for the year ended 31 December 2025 from 0.08 per cent. for the year ended 31 December 2024.

SBSA's credit portfolio contains a concentration of exposure to the sovereign through prudential requirements as well as direct lending. SBSA manages this exposure within a clearly defined risk appetite framework and stress tests the portfolio against weaknesses and sovereign downgrades.

Mortgage loans (also referred to as home services) amount to 29 per cent. of SBSA's gross loans and advances at 31 December 2025, down from 31 per cent. at 31 December 2024, but still a material credit concentration in SBSA's portfolio. SBSA manages this exposure within a clearly defined risk appetite framework that includes portfolio limits in the PPB business unit where mortgage loans are originated and managed. SBSA also regularly stress tests the portfolio against various weaknesses in the economy, such as a sovereign ratings downgrade, which could negatively affect consumer creditworthiness and the repayment of home loans.

Credit impairment charges for SBSA decreased by 6 per cent. from R11,624 million for the year ended 31 December 2024 to R10,928 million for the year ended 31 December 2025, due to reduced flows into non-performing loans in PPB, the non-recurrence of prior year Stage 3 (as defined below) provisions in BCB and releases in CIB’s Bank lending portfolio due to increased collateral, as well as further releases on the

financial investments portfolio driven by repayments. The credit loss ratio improved to 0.76 per cent. for the year ended 31 December 2025 from 0.84 per cent for the year ended 31 December 2024.

Many factors affect the ability of the Group's customers to repay their loans. Some of these factors, including adverse changes in consumer confidence levels due to local, national and global factors, consumer spending, bankruptcy rates, and increased market volatility, might be difficult to anticipate and are outside of the Issuers' control. The Issuers conduct annual credit risk type scenario and sensitivity stress testing on their respective portfolios to assess the impact on their respective risk profiles and to inform changes to forward-looking risk appetite and strategy.

The Group continues to apply appropriate and responsible lending criteria and to manage credit risk through maintaining a culture of responsible lending and a robust risk policy and control framework, in line with anticipated economic conditions and forward-looking risk appetite. Despite this, if macroeconomic conditions in South Africa and globally remain unstable, this could lead to variable demand for credit and may result in an increase in the level of the Issuers' non-performing loans and credit impairments. This, in turn, could have an adverse effect on the Issuers' financial condition or results of operations.

South African political uncertainty may impact the South African economy, which in turn could have a negative effect upon the Group's operations and its financial condition, in a manner that may be difficult to predict

Historically, the South African political environment has been characterised by a high level of uncertainty and concerns about the strength and independence of the country's institutions.

In 2026, the Issuers consider three primary themes to dominate the political outlook.

The first is the durability of the GNU, which was established after the 2024 elections. The GNU is comprised of 10 political parties, including the African National Congress ("**ANC**"), the Democratic Alliance ("**DA**"), and the Inkatha Freedom Party ("**IFP**"). The GNU's formation has been well-received by the local and international investor community, offering the opportunity for business and investor confidence to lift in South Africa, which would support the ongoing economic recovery. However, there are strains between key GNU partners, particularly between the ANC and the DA, which threaten to disrupt and even possibly collapse the coalition. Disagreements over foreign policy matters, particularly given the uncertain geopolitical environment, present ongoing concerns in this regard.

The second theme relates to broader geopolitical risks, particularly in light of U.S. President Donald Trump's executive priorities. Risks for South Africa relate both to the broader geopolitical environment, included in which are concerns about the U.S.-Iran conflict, as well as the specific concerns relating to the U.S.-South Africa diplomatic relationship.

The third theme relates to the economic reform programme. The South African Government's reform priorities relate mostly to logistics, water, local government, and security sectors. The joint Presidency and National Treasury reform coordination unit (which is known as Operation Vulindlela) has entered its second phase, focusing on these, and other, reform interventions. The South African Government is seeking greater private sector support in driving the reform programme, which to some extent rests on the stability of the GNU.

From a governance perspective, the focus in 2026 will rest on the National Prosecuting Authority's capacity to deliver accountability in the various "state capture" cases that it has enrolled in court through its Investigative Directorate Against Corruption ("**IDAC**"). In this regard, there are concerns regarding the immediate resignation of the IDAC head following testimony at the Madlanga Commission and the impact this could have on some of IDAC's most high-profile cases. Progress in delivering such high-level accountability will also be important for South Africa to avoid returning to the 'grey list' at the next Financial Action Task Force ("**FATF**") review. The "state capture" era (2009-2018) saw the systemic subversion of public institutions away from constitutional purpose toward serving narrow private or factional interests, undermining governance, credibility, and long-term economic performance. More pointedly, the Madlanga Commission of Inquiry (pivotal institutional mechanism to re-assert constitutional accountability, reinforce

the rule of law, and restore limits on the exercise of public power where governance failure has been systemic in the security cluster) is expected to conclude this year, offering the basis for potentially sweeping police and wider criminal justice reform.

If political uncertainty impacts the South African economy, including as a result of potentially unstable national and/or provincial coalitions, levels of crime and the rising cost of living, this may result in an increase in the level of the Issuers' non-performing loans and credit impairments, and/or a contraction in the growth of loans and advances. This, in turn, could have an adverse effect on the Issuers' financial condition or results of operations.

The Issuers face risk from the impact of climate change

The Issuers may face potential risk arising from climate change

The Issuers' activities may give rise to climate-related risks, both from their own operations and, more significantly, from exposures to clients whose activities generate financed emissions. These risks are inherently uncertain, may evolve over time, and may manifest differently across the jurisdictions in which the Group operates. The extent to which climate-related factors could affect the Issuers' business, financial condition or prospects depends on a range of external conditions, including policy developments, economic trends, technological progress, data availability and client-level responses.

Physical climate risks

Physical risks may arise from acute weather-related events (such as floods, storms, droughts and heatwaves) or from chronic shifts in climatic conditions (including gradual increases in average temperatures, long-term changes in precipitation patterns and rising sea levels). These events or conditions may, under certain circumstances, affect the operations of the Issuers or their clients, potentially influencing client revenues, asset values, collateral recoveries, insurance availability, and broader economic conditions in affected regions.

The Issuers' clients operating in sectors sensitive to physical hazards (including, for example, agriculture, mining, industrial activities and real estate) may experience operational disruption or higher costs, which could in turn influence their creditworthiness. Damage to client assets, or to infrastructure on which they depend, may result in higher defaults, increased impairment charges or reduced collateral values. The timing, severity and location of physical climate impacts remain uncertain and may vary significantly across geographies.

Transition climate risks

Transition risks may arise from policy, legal, regulatory, market, technological or reputational developments associated with the adjustment towards lower-carbon economies. These developments could, depending on their nature and timing, affect clients' business models, production costs, access to markets, demand for their products, or the value of certain assets. Changes in societal expectations and the preferences of investors, regulators or customers may also influence client activities.

Rapid or uneven policy changes, or shifts in energy or commodity markets, could increase the risk of asset-stranding or impairments for certain clients. Where such developments materially affect the creditworthiness or performance of clients, the Issuers' financial exposures could be impacted. Reputational risks may also arise if the Issuers are perceived as not adequately addressing climate-related considerations in their business activities or disclosures.

Risk management considerations

The Issuers continue to evolve their approach to identifying, assessing and managing potential climate-related risks. Integration of climate considerations into risk-management frameworks remains subject to data availability, modelling limitations and ongoing methodological development. Scenario analysis and other forward-looking tools provide directional insight but are subject to significant uncertainty and should not be interpreted as predictions. As practices continue to mature across the financial sector, the Issuers' internal processes, methodologies and disclosures may be refined.

If the Issuers do not adequately consider potential climate-related risks within their risk frameworks, or do not adapt their strategies and business models in line with relevant regulatory requirements or industry practice, this could, depending on levels of materiality and on potential future climate-related outcomes over the short, medium and long term, have an adverse effect on their business, financial condition, results of operations, prospects or reputation.

Uncertainty in the timing and volume of future cash outflows resulting from obligations under insurance contracts could adversely impact SBG's liquidity and business operations, which could further impact SBG's operations and its financial condition, in a manner that may be difficult to predict

Insurance risk arises due to uncertainty regarding the timing and amount of future cash flows from insurance contracts. This may be due to variations in mortality, morbidity, customer behaviour or expense experience in the case of life products, and claims incidence, claim severity or expense experience in the case of general insurance products.

From a Group perspective, insurance risk operations are housed within Liberty Holdings Limited ("**Liberty**") and Standard Insurance Limited ("**SIL**"). Both these businesses operate within the Insurance and Asset Management ("**IAM**") business unit within SBG. The Group's share of IAM's headline earnings for the year ended 31 December 2025 was R4,112 million (net of the inter-business unit attribution (insurance) of R2,682 million transferred to SBG in respect of the embedded bancassurance business), which equates to 8.4 per cent. of SBG's total headline earnings.

Risk selection capabilities continue to be invested in across the Group as it is recognised that this is a key core capability required to ensure premium rates remain competitive and insurance contracts can be written on profitable terms. The underwriting margin was broadly in line with expectations over the course of 2025. Within life insurance, mortality margin across older assured lives and annuitants remains somewhat elevated compared to assumptions for 2025. The South African general insurance business' underwriting margin in 2025 has been better than budgeted expectation.

If the socio-economic environment in which the IAM business operates continues to remain strained or deteriorate, this could negatively impact customer behaviour and new business volumes.

No assurance can be given as to whether and the extent to which any of these risks may arise in the future and, accordingly, any losses which the Group may suffer as a result may have a material and adverse impact on the Issuers' business, financial condition, results of operations, prospects and reputation.

Noteholders recourse to assets and/or cash flows of SBG may be subordinated to the rights of investors and funders to the assets and/or cash flows of the subsidiaries

SBG is a holding company and its ability to make payments in respect of the Notes issued by it under the Programme depends partially on the results of its operating subsidiaries and its ability to receive distributions and repayments from such subsidiaries

SBG is the ultimate holding company for the Group's interests and conducts its business through operating subsidiaries. SBG's ability to meet its financial obligations, including payments under Notes issued by it, depends in part on receiving dividends and other distributions from its operating subsidiaries. SBG also down-streams funding to certain subsidiaries in the form of intercompany loans, and accordingly relies to a lesser extent on interest and principal payments on such loans.

Certain of SBG's subsidiaries have incurred or may in the future incur indebtedness pursuant to loan agreements, indentures or other financial instruments that rank senior to SBG's loans to its subsidiaries. Furthermore, such subsidiaries are, or may in the future be, subject to restrictions contained in loan agreements or indentures which prohibit or limit their ability to transfer funds to SBG and/or require that any existing or new indebtedness of such subsidiaries to SBG be subordinated to the indebtedness under such loan agreements or indentures. SBG's subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due under Notes issued by SBG (or SBSA) or to make any funds available for such purposes, whether in the form of dividends or otherwise. Any right that SBG may have to receive assets of any such subsidiary upon its insolvency, and the consequent right of the

holders of Notes to benefit from the distribution of proceeds from those assets, will be effectively subordinated to the claims of creditors of such subsidiaries, including tax authorities, employees, trade creditors and lenders.

As well as the risk of losses in the event of a subsidiary of SBG's insolvency, SBG may suffer losses if any of its loans to, or investments in, such subsidiary are subject to write-down, write-off and conversion by statutory power or regulatory direction or if the subsidiary is otherwise subject to resolution proceedings. In particular, the Financial Sector Regulation Act, 2017 ("**FSR Act**") specifies that the resolution powers should be applied in a manner such that losses are transferred to shareholders and creditors in an order which reflects the hierarchy prescribed in the relevant financial sector law and which otherwise respects the hierarchy of claims in an ordinary insolvency. In general terms, the more junior the investments in, and loans made to, any subsidiary of the Group are, relative to third-party investors, the greater the losses likely to be suffered by SBG in the event that any subsidiary of the Group enters into resolution proceedings or is subject to write-down, write-off or conversion of its regulatory capital instruments or other liabilities. See "*Regulatory action in the event a bank or investment firm in the Group is failing or likely to fail, including the exercise by the Resolution Authority of a variety of resolution powers, could materially adversely affect the value of the Notes*" below. If any of the subsidiaries of the Group were subject to resolution proceedings (i) the Noteholders would have no direct recourse against such subsidiary, and (ii) the Noteholders themselves may also be exposed to losses pursuant to the exercise by the Resolution Authority of the resolution powers conferred by statutory or regulatory bail-in powers, as described in the risk factor section on Regulatory action as referenced above.

The investments, business, profitability and results of operations of the Issuers may be adversely affected by risks relating to the Group's internal processes and operations

Fraudulent activity may result in financial losses which may have an adverse effect on the operations of the Group

Fraud risk is a material and evolving threat to the Group as criminal syndicates increasingly deploy organised, technology-enabled and highly coordinated methods. The Group believes that the nature of fraudulent incidents has shifted decisively from isolated incidents to complex schemes that combine advanced digital capabilities, behavioural manipulation and the exploitation of trusted relationships. A key driver of this evolution is the growing use of artificial intelligence ("**AI**") and synthetic media to facilitate impersonation and social engineering, including the creation of highly realistic voice, image and video content that significantly increases the effectiveness of fraudulent communications.

At the same time, the continued expansion of digital banking and real-time payment services has reshaped the Group’s fraud risk profile. Fraud activity is increasingly associated with transactions that appear legitimate and customer-authorised, often arising from account compromise or customer manipulation rather than traditional transactional anomalies. While these innovations support the customer experience, they also constrain the Group's traditional recovery mechanisms and elevate the importance of early prevention, intelligence-led detection and the ability to identify behavioural indicators of coercion or deception. As a result, fraud risk management increasingly depends on anticipating customer harm rather than reacting solely to post-transaction loss events.

Alongside external fraud threats, the Group maintains heightened vigilance over internal fraud risks, including market abuse, rogue trading and collusive or syndicate behaviour, which historically intensify during periods of economic stress.

Across the banking sector, there is an increased incidence of fraud such as such as the use of "mule" accounts and attempts to exploit privileged or trusted access. These risks are recognised as inherent to complex financial institutions operating at scale and the Group seeks to actively address through preventative design, monitoring and governance.

In line with this, the Group seeks to maintain a strong focus on deterrence, early identification and containment, supported by robust audit trails, clear segregation of duties, effective whistleblowing mechanisms and structured cooperation with law enforcement and regulatory authorities.

Notwithstanding the Group's enhancement of controls, governance and oversight fraud remains a dynamic and adaptive risk across the banking industry. Sustained effectiveness therefore depends on ongoing investment in advanced analytics and intelligence capabilities, deeper collaboration with external stakeholders, and continued focus on preventative controls and awareness initiatives to protect the Group's financial position, operational resilience and reputation.

Should the Group fall victim to fraudulent activities, or be unable to detect or mitigate fraudulent activities, this may have an adverse effect on the business, financial condition and results of Group operations.

Cyber-crime may result in losses which negatively impact the Group's business, financial condition and/ or results of operation

Managing the risk of cyber-crime for the Group, its clients, and partners is crucial as the Group continues to advance its digital ambitions. Successful cyber-attacks have far-reaching consequences which could result in material losses of Group and client information, damage and/or failure of computer systems, reputational damage and may lead to regulatory penalties or financial losses; but ultimately, serve to damage the consumer's trust in the banking system.

The Group's main cyber risks include malware attack, cyber extortion attempts, and malicious disruption of services.

Financial services remain the most targeted economic sector from a cyber-threat perspective. The key sources of concern include the escalating sophistication and velocity of threats (especially given the advances in the weaponisation of artificial intelligence), increased volumes of cyber-attacks globally, and an ever-expanding cyber-attack surface (an increasing number of potential entry points for cyber-attacks). Leveraging technologies like cloud, mobile, "big data", and AI are essential for the Group's business and operations to remain competitive, however they increase the risk of cyber-attack.

Any failure by the Group to adequately maintain its systems or continue to find innovative ways to counteract the ever-changing nature of cyber-crime could have an adverse effect on the Group's financial condition and results of operations.

The Issuers may not be able to detect money laundering and other illegal or improper activities fully or on a timely basis, which could expose the Issuers to additional liability

The Issuers are required to comply with applicable anti-money laundering, counter terrorist financing and bribery and anti-corruption laws in South Africa; see the sections titled "*Description of Standard Bank Group Limited - Regulation - Anti-money laundering regulatory requirements*" on page 435 and "*Description of the Standard Bank of South Africa - Regulation - Anti-money laundering regulatory requirements*" on page 455. Additionally, regulators across Africa require financial institutions to adopt the risk-based approach to managing risks associated with money laundering, proliferation financing and the financing of terrorism, as espoused by the Financial Action Task Force Recommendations. Regulators expect financial institutions to conduct due diligence on all their clients, and also require technologically driven transaction monitoring and reporting mechanisms in all countries in which the Group operates. While the Issuers have adopted policies and procedures aimed at detecting and preventing the use of their banking network for money laundering and terrorist financing activity, such policies and procedures may not completely eliminate instances in which the Issuers may be used by other parties to engage in money laundering, or other illegal or improper activities. To the extent that the Issuers may fail to fully comply with applicable laws and regulations, various regulatory authorities that are responsible for supervision of compliance with anti-money laundering ("**AML**"), counter terrorist financing ("**CTF**") and counter proliferation financing ("**CPF**") legislation have the authority to impose fines and other penalties. In addition, the Issuers could suffer reputational harm if clients are found to have used their products or services for money laundering, terrorist financing or other illegal purposes, and this could adversely affect their financial condition and results of operations.

A failure or interruption in or breach of the Group's information technology systems could have an adverse effect on the Issuers' business, financial condition and/or results of operations

Technology risk is the risk associated with system (including hardware, software, networks) failure and/or outage, as well as failures in technology ownership, operation, adoption, IT practices, partner delivery and execution of IT changes, which has the potential for operational loss, reputational damage, regulatory sanctions, and reduced competitiveness.

The Group's main technology risks include the failure or interruption of critical systems, cybercrime, unauthorised access to systems, failure and/or exposure of a third-party service provider (manifested through potential events such as technology changes, updates, alterations, digital services, and cloud computing).

The Group regards its technology systems and operations infrastructure as critical to improving productivity and maintaining the Group's competitive advantage. The Group continues to encourage and introduce fully digital solutions for transactional banking (internet banking, mobile phone banking via text message, and smartphone banking via the app) in many of the countries in which it operates (with the intention of moving away from physical channels).

Any failure, interruption or breach in security of these systems could result in unavailability or limited availability of critical business services such as payment processing (corporate and retail), clearing and settlements, liquidity management, capital markets activities, trade finance and mortgage lending, potentially resulting in material adverse effects to the Group’s reputation, client experience, operational outcomes, and financial position.

The Group plans to transform client experiences using digital technologies. This entails building a platform business and growing its partner network that extends beyond banking services. The chosen strategic position and execution plans face a number of risks that may result in an adverse impact on the Group's business and prospects.

The Group’s strategy to transform client experiences through a digital-first, platform-based business model and an expanded partner ecosystem introduces inherent strategic, operational, technological, legal, compliance and reputational risks. If not appropriately managed, these risks could adversely affect the Group’s business, financial performance and future prospects.

Execution of the digital and platform strategy increases exposure to information technology and cyber risks, including fraud, cyber-crime, data breaches, system failures, service interruptions and increased reliance on complex, inter-connected digital infrastructure. Any extended outage, security incident or failure of critical systems could result in client detriment, regulatory scrutiny, reputational damage and financial loss.

A platform strategy gives rise to legal, regulatory and compliance risks, including non-compliance with treating customers fairly, relevant privacy legislation and/or regulation in relation to use of customer information for use in the platform businesses personalisation strategy. There is also risk of trademark, copyright or intellectual property infringement, particularly in relation to digital brands, third-party content and AI-generated outputs, which could result in financial loss and reputational damage.

The Group’s reliance on third party partners to deliver solutions on the platform, either financial or beyond financial, may raise the risk of actual or perceived anti-competitive behaviour which may result in the Group suffering reputational or financial damage.

The increased deployment of artificial intelligence technologies, including generative AI and agentic AI across client channels, operations and decision-making processes, introduces additional and evolving risks. These include model risk, data quality and bias risk, lack of model transparency and explainability, unintended or unauthorised autonomous actions by AI agents, flawed customer outcomes, and over-reliance on automated decisioning. Generative AI also heightens exposure to misinformation, hallucinations, intellectual property infringement, copyright and data leakage risks, while agentic AI may amplify operational, conduct and control risks if guardrails, escalation mechanisms and human-in-the-loop

oversight are insufficient. AI-enabled cyber-attacks, fraud and social engineering further increase the threat landscape.

Failure to successfully execute the platform and ecosystem strategy may result in loss of clients, market share and revenue opportunities. Competitive pressure continues to intensify from fintechs, BigTech firms and incumbent banks offering simplified, low-cost and digitally enabled services, many of which face fewer regulatory constraints and can innovate at greater speed. If the Group's innovations, including AI-enabled offerings, are not delivered to market effectively, securely and at scale, the Group may be unable to meet customer expectations or achieve anticipated growth, leading to a material adverse impact on its business, results of operations and long-term prospects.

Employee misconduct may result in financial losses which may have an adverse effect on the operations of the Group

The Group is exposed to the risk of losses arising from actual or alleged non-compliance with applicable laws, regulations and internal policies (including the Group's Code of Ethics and Conduct), as well as from employee misconduct, including fraud, negligence, ethical breaches or other non-financial misconduct. Such events could result in regulatory investigations, sanctions or fines, litigation, and significant reputational or financial harm to the Group.

The financial services industry has experienced instances where misconduct by individual employees or groups of employees, including those acting in collusion with external parties, has resulted in material losses. While the Group has implemented policies, controls and governance structures designed to prevent, detect and respond to misconduct and conduct risk, these measures may not always be effective, particularly where misconduct involves deliberate circumvention of controls or collusion with third parties.

Conduct risk within the Group is governed through established oversight structures, including conduct oversight committees operating within the Group's client segments and corporate functions, supported by the Group's Code of Ethics and Conduct and broader risk management framework.

If the Group experiences significant employee misconduct, failures in conduct risk management, or if regulators determine that the Group's controls and remediation measures are inadequate, this could materially and adversely affect the Group's business, financial condition, results of operations, prospects and reputation. In addition, the Group may suffer financial or reputational harm arising from misconduct, failures or deficiencies at third parties with whom it does business.

The Group may suffer reputational or financial damage as a result of third party risk exposure

The Group's ability to operate reliably may be affected by rising geopolitical uncertainty and related energy shortages which can disrupt key service providers and supplier relationships. Escalating geopolitical tensions, regulatory fragmentation, trade restrictions, energy constraints, and regional instability may impair performance of third- and fourth-party providers, particularly those supporting critical IT, cloud, payments, and core banking services. Such disruption or degradation in performance can increase costs, resilience and recoverability of the Group's critical services.

Concentration risk is present where essential services are provided by a limited number of strategically significant third-parties or hyperscalers. Disruption affecting any of these providers—whether arising from cyber incidents, financial distress, regulatory intervention, or geopolitical developments—could have disproportionate and systemic impacts on the Group's service continuity, recovery capabilities, and customer outcomes.

In addition, the Group's exposure to indirect dependencies on fourth parties reduces transparency and limits direct control over upstream supply chain risks. Weaknesses or failures within these extended supply chains may propagate and amplify operational disruption and failures across interconnected services.

The Group maintains a rigorous third-party risk management framework designed to identify, monitor, and mitigate these risks. This includes robust due diligence, contractual safeguards, contingency planning, and regulatory compliance oversight. While the Group actively manages these risks through enhanced third-party

governance, concentration oversight, and resilience planning, the evolving external risk environment and depth of supplier relationships mean that residual risk persists and requires continued executive oversight.

Competition and Market Risk

An evolving competitive landscape may have an adverse effect on the Group's financial condition and results of operations

The Group is subject to significant competition from other major banks operating in its markets. Many of these banks compete for substantially the same customers as the Issuers and/or other members of the Group. The Group faces competition from international banks that may have greater financial and other resources – particularly in the corporate and investment banking market. The Group also faces competition from strong local incumbents in South Africa and in the African markets in which it operates, as well as growing competition from new entrants in the South African retail banking market. Competition from non-bank entities that provide similar services to those offered by banks – including entities such as retailers, mobile telephone companies and neo-banks which offer digital-only banking services – is increasing. Some of these competitors may be able to use technology and artificial intelligence to provide a superior and more personalised client experience and/or to make more accurate credit decisions than the Group, either of which would reduce the Group's market share and revenues. Increased competition from non-bank entities in money markets and capital markets could impact the Issuers' ability to attract funding. An increase in non-bank financial intermediation – an industry which is large and inconsistently regulated in some of the Group's markets – creates additional competition and could in future cause heightened systemic risk, if a significant share of lending is shifted away from regulated credit providers. Any failure by the Group to maintain its competitive position could have an adverse effect on the Group's financial condition and results of operations.

Adverse movements in market variables such as equity, bond and commodity prices, currency exchange and interest rates, credit spreads, recovery rates and correlations, could impact the market value of the Group's financial instruments

Market risk is the risk of a change in the market value, actual or effective earnings, or future cash flows of a portfolio of financial instruments, including commodities, which is caused by adverse movements in market variables such as equity, bond and commodity prices, currency exchange and interest rates, credit spreads, recovery rates, correlations and implied volatilities in all of these variables. The Group's key market risks are trading book market risk, interest rate risk in the banking book, equity risk in the banking book, foreign currency risk, own equity-linked transactions and post-employment obligation risk. Should the Group be unable to manage its market risk this could have a negative impact upon the value of its securities. At the Group level for the year ended 31 December 2025 market risk consumed R2.575 billion, or 1.1 per cent. of Group Economic Capital (compared to R3.16 billion or 1.4 per cent. of Group Economic Capital for the year ended 31 December 2024). Interest rate risk in the banking book for the year ended 31 December 2025 consumed R2.63 billion, or 1.2 per cent. of Group Economic Capital (compared to R8.8 billion or 4.0 per cent. of Group Economic Capital for the year ended 31 December 2024).

Trading book market risk is represented by financial instruments, including commodities, held in various entities in the Group's trading books arising out of normal global market's trading activity. Banking book-related market risk exposure principally involves managing the potential adverse effect of interest rate movements on banking book earnings (net interest income and banking book mark-to-market profit or loss) and the economic value of equity.

Equity risk is defined as the risk of loss arising from a decline in the value of equity or an equity-type instrument held in the banking book, whether caused by deterioration in the underlying operating asset performance, net asset value, enterprise value of the issuing entity, or by a decline in the market price of the equity or instrument itself. Equity risk for the year ended 31 December 2025 consumed R18,63 billion, or 8.5 per cent. of Group Economic Capital (compared to R15.5 billion or 7.1 per cent. of Group Economic Capital for the year ended 31 December 2024).

The Group's primary non-trading related exposures to foreign currency risk arise as a result of the translation effect on their respective net assets in foreign operations, intragroup foreign-denominated debt and foreign-denominated cash exposures and accruals.

The Issuers have exposure to changes in SBG's share price arising from the equity-linked remuneration contractual commitments and post-employment obligation risk through the requirement to contribute as an employer to an underfunded defined benefit plan. Total expenses recognised in SBSA staff costs for own equity-linked transactions for the year ended 31 December 2025 was R4,922 million compared to R3,806 million for the year ended 31 December 2024 (each excluding gains and losses from hedges in terms of IFRS) and the total liability recognised in other non-financial liabilities for own equity-linked transactions as at 31 December 2025 was R4,473 million (compared to R3,971 million for the year ended 31 December 2024). Total expenses recognised in SBG staff costs for own equity-linked transactions for the year ended 31 December 2025 was R4,261 million (compared to R4,247 million for the year ended 31 December 2024) and the total liability recognised in other liabilities for own equity-linked transactions as at 31 December 2025 was R1,02 billion (compared to R922 million for the year ended 31 December 2024). The amount recognised as an asset in SBG's Statement of Financial Position as at 31 December 2024 for pension and other post-employment benefits was R2,197 million (compared to R1,880 million for the year ended 31 December 2024). The amount of pension and other post-employment benefits recognised as a liability in SBG's Statement of Financial Position as at 31 December 2025 was R1,171 million (compared to R1,082 million for the year ended 31 December 2024).

In addition, SBG, primarily through its shareholding in Liberty, is exposed to insurance risk. The Group's share of IAM's headline earnings for the year ended 31 December 2025 was R4,112 million (compared to R3,270 million for the year ended 31 December 2024), which equates to 8.4 per cent. of SBG's total headline earnings (compared to 7.3 per cent. for the year ended 31 December 2024). The Group's Liberty business unit provides life insurance products and services through Liberty Group Limited, a subsidiary of Liberty. Market risk within the Group's life insurance business is split into three categories:

- market risks to which Liberty wishes to maintain exposure on a long-term strategic basis;
- market risks to which Liberty does not wish to maintain exposure on a long-term strategic basis as they are not expected to provide an adequate return on economic capital over time; and
- market risks to which Liberty does not wish to maintain exposure but where Liberty is unable to economically mitigate these risks through hedging.

A reduction in the value of the financial instruments that the Group invests in may also have a material adverse effect on its business, growth prospects, results of operations and/or financial condition.

The Issuers' business and profitability may be adversely affected by liquidity and funding risks

Volatility in capital or credit markets may impact the Group's ability to access liquidity and funding

The Group's primary funding sources are in the form of deposits across a spectrum of consumer and high net worth, business and commercial and corporate and investment banking clients, as well as long-term capital and loan markets.

In respect of South Africa, the banking sector is characterised by certain structural features, such as a low discretionary savings rate in general and a high percentage of these are captured by institutions such as pension funds, provident funds and providers of asset management services. A portion of these savings translate into institutional funding for the banking system that comprises wholesale funding from financial institutions across a range of deposits, loans and financial instruments. These deposits have a different liquidity profile to retail deposits. As a result, the Issuers, along with other banking groups in South Africa, have a higher reliance on wholesale funding than retail deposits. As at 31 December 2025, retail deposits comprised 19.6 per cent. of the total funding-related liabilities of SBSA and 22.9 per cent. of the total funding-related liabilities of SBG.

Wholesale funding sourced by members of the Group is usually of a short-to-medium term and entered into on a contractual basis. Wholesale funding is more expensive than retail deposits, and is sourced from a small number of depositors, principally, fund managers. As at 31 December 2025, 84 per cent. of the SBSA's deposits and debt funding (including subordinated debt) had a contractual maturity date of 12 months or less or were repayable on demand. As at 31 December 2025, SBSA's largest single depositor accounted for 2.7 per cent. of total funding related liabilities and the top 10 depositors accounted for 11.1 per cent. of total funding related liabilities, well within SBSA's risk appetite of 10 per cent. and 20 per cent. respectively. As at 31 December 2025, 87 per cent. of SBG's deposits and debt funding had a contractual maturity date of 12 months or less or were repayable on demand. As at 31 December 2025, the largest single depositor accounted for 2.2 per cent. of total funding related liabilities and the top 10 depositors accounted for 8.7 per cent. of total funding related liabilities, well within the Group's risk appetite of 10 per cent. and 20 per cent. respectively.

If a substantial portion of the depositors withdraw their demand deposits or do not roll over their term deposits upon maturity, the Issuers may need to seek more expensive sources of funding to meet their funding requirements and no assurance can be made that additional funding will be obtained on commercially reasonable terms as and when required, or at all. Any inability to refinance or replace such deposits with alternative funding could adversely affect the liquidity and financial condition of the Issuers.

Disruptions, uncertainty or volatility in the capital and credit markets may limit the Issuers' ability to refinance maturing liabilities with long-term funding and may increase the cost of such funding. The availability to the Issuers of any additional financing they may need will depend upon a variety of factors, such as market conditions, the availability of credit generally and to borrowers in the financial services industry specifically, and the Issuers' financial condition, credit ratings and credit capacity. The possibility that customers or lenders could develop a negative perception of the Issuers' financial prospects if, for example, an Issuer incurs large losses, experiences significant deposit outflows or if the level of an Issuers' business activity decreases, could also affect the availability of any additional financing.

Although the Issuers believe that their level of access to domestic and international inter-bank and capital markets and their liquidity risk management policies allow and will continue to allow the Issuers to meet their short-term and long-term liquidity needs, any maturity mismatches may have an adverse impact on their financial condition and results of operations. Furthermore, there can be no assurance that the Issuers will be successful in obtaining additional sources of funds on acceptable terms or at all.

A downgrade in the Issuers' credit ratings or the credit rating of South Africa could have an adverse effect on the Issuers' access to liquidity sources and funding costs

As of the date of this Base Prospectus, SBSA's short and long-term foreign currency deposit rating was assessed by Moody's Investors Service, Inc ("**Moody's**") as P-3 and Baa3, respectively, with a positive outlook and SBSA's short and long-term foreign currency issuer default rating was assessed by Fitch Ratings Limited ("**Fitch**") as B and BB, respectively, with a stable outlook.

As of the date of this Base Prospectus, SBG's long-term issuer rating was assessed by Moody's as Ba2 with a positive outlook and SBG's short and long-term foreign currency issuer default rating was assessed by Fitch as B and BB, respectively, with a stable outlook.

A downgrade of the Issuers' credit ratings may increase their cost of borrowing, limit their ability to raise capital and adversely affect their results of operations.

The Issuers' ratings are highly influenced by the rating agencies assessment of South Africa's operating environment and the Issuers' capitalisation and leverage, which are highly sensitive to adverse changes in the sovereign's credit profile. Both Fitch and Moody's have indicated that factors that could lead to a downgrade of the Issuers' ratings include a deterioration in the South African governments credit profile, a decline in the Issuers' respective credit profiles, and negative changes in key metrics that the respective agencies monitor.

The Issuers' planning processes include consideration of the potential implications of South African sovereign credit rating agency downgrades.

There can also be no assurance that the rating agencies will maintain the Issuers' current ratings or outlooks or those of South Africa. Ratings are not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating organisation. Each rating should be evaluated independently of any other rating.

The Issuers are subject to prescribed regulatory capital and liquidity requirements that could affect their operations. A failure to adhere to these requirements may result in constrained asset growth and restrictions being placed on distributions

The Issuers are subject to capital adequacy requirements specified by the Prudential Authority, which provide for a minimum common equity tier 1, tier 1 and total capital adequacy ratio.

The amended Regulations relating to Banks (as amended) (as defined in the Conditions) effective 1 January 2013 are based on the Basel III framework ("**Basel III**") introduced by the Basel Committee on Banking Supervision ("**BCBS**") and provide the minimum risk based capital ratios. The Prudential Authority adopted the Basel III framework, subject to certain phase-in provisions as provided by the BCBS from 1 January 2013. From 1 January 2019 the requirements that were subject to phase-in provisions have been fully implemented.

South African minimum Basel III capital requirements were 9.5 per cent. for CET 1, 11.8 per cent. for tier 1 and 15.0 per cent. for total capital adequacy in 2025. These minimums include the 1 per cent positive cycle neutral countercyclical buffer, which was fully implemented from 1 January 2026, as well as the maximum potential domestic systemically important bank ("**D-SIB**") requirement of 2.5 per cent., but exclude the confidential bank-specific pillar 2B capital requirements. South African banks were required to disclose their D-SIB capital requirements from 1 September 2020. The Group's and SBSA's D-SIB buffer requirements amount to 1.5 per cent. as at 31 December 2025 of which 1 per cent. is required to be held in CET 1.

The Basel III capital buffers continue to make it more challenging for banks and bank holding companies to comply with minimum capital ratios. Failure by the Issuers to meet certain of these buffers, for example the capital conservation and countercyclical buffers, could result in restrictions being placed on distributions, including dividends and discretionary payments, and any failure by the Issuers to maintain their capital ratios may result in action taken in respect of the Issuers.

In addition, Basel III prescribes two minimum liquidity standards for funding liquidity. The first is the liquidity coverage ratio ("**LCR**") which became effective on 1 January 2015 and aims to ensure that banks maintain an adequate level of high-quality liquid assets to meet liquidity needs for a 30 calendar day period under a severe stress scenario. The second is the net stable funding ratio ("**NSFR**"), which became effective on 1 January 2018, and which aims to promote medium and long-term funding of banks' assets and activities.

SBSA reported a LCR of 136.7 per cent. as at 31 December 2025 based on a simple average of 92 days of daily observations over the quarter ended 31 December 2025, exceeding the SARB's minimum requirement of 100 per cent. SBG reported a LCR of 141.6 per cent. as at 31 December 2025 based on a simple average of 92 days of daily observations over the quarter ended 31 December 2025 for the majority of SBG's balance sheet and a simple average of the three month-end data points for certain Africa Regions' banking entities which are not yet reported daily, exceeding the SARB's minimum requirement of 100 per cent.

The Issuers maintained NSFR compliance for 2025, with SBSA reporting a NSFR of 103.2 per cent. as at 31 December 2025 in excess of the 100.0 per cent. regulatory requirement, and SBG reporting a NSFR of 114.7 per cent. as at 31 December 2025 in excess of the 100.0 per cent. regulatory requirement, as well as specified internal risk appetite requirements.

Failure by the Issuers to meet the minimum liquidity standards for funding liquidity (LCR and NSFR), could limit their ability to support planned lending activities, and any failure by the Issuers to maintain their liquidity ratios may result in the enforcement and execution of the contingent funding plan.

Regulatory risks relating to the Issuers

The impact of any future change in law or regulation on the Issuers' business is uncertain

The Issuers are subject to the laws, regulations, administrative actions and policies of South Africa and each other jurisdiction in which they operate, and the Issuers' activities may be constrained by applicable legal and regulatory requirements. Changes in regulation and supervision, particularly in South Africa, could materially affect the Issuers' business, the products or services offered, the value of their assets and their financial condition. Although the Issuers work closely with their regulators and continuously monitor the situation, future changes in regulation, fiscal or other policies cannot be predicted and are beyond the control of the Issuers. The Issuers may incur reputational damage and financial losses if they are unable to anticipate or prepare for future changes to law or regulation.

Changes in Government policy, legislation or regulatory interpretation applying to the financial services industry in the markets in which the Group operates may adversely affect the Issuers' product range, distribution channels, capital requirements and, consequently, reported results and financing requirements. In particular, any change in regulation to increase the requirements for capital adequacy or liquidity, or a change in accounting standards, could have a material adverse impact on the Group's business, results, financial condition or prospects.

The impact of new laws or regulations to be issued and any future changes in laws or regulations on the Issuers' businesses is uncertain and may have a material and adverse impact on the Issuers' business, financial condition, results of operations and prospects.

Risks relating to Emerging Markets

Investors in emerging markets should be aware that these markets may be subject to greater risk than more developed markets, which may adversely affect the value or liquidity of Notes issued by the Issuers under the Programme

South Africa and the economies of the Africa Regions are generally considered by international investors to be emerging markets. SBSA and its subsidiaries are fully integrated with the rest of the Group and therefore also play a key role in positioning the Group to capitalise on the growth in emerging markets in the rest of Africa. Investors in emerging markets such as South Africa and the rest of Africa, should be aware that these markets may be subject to greater risk than more developed markets. These risks include economic instability as well as, in some cases, significant legal and political risks.

Economic and financial market volatility in South Africa, Africa and other emerging markets has been caused by many different factors. Due to its liquidity and use as a proxy for emerging market trades, the Rand is particularly exposed to changes in investor sentiment and resulting periods of volatility. In addition to this, economic instability in South Africa, Africa and in other emerging market countries is caused by many different factors, including the following:

- electricity supply instability;
- a deteriorating fiscal outlook;
- policy uncertainty and rising populism;
- currency volatility and high inflation;
- constrained commodity prices;
- capital outflows; and
- a decline in domestic demand.

Any of these factors, amongst others, as well as volatility in the markets for securities similar to the Notes, may adversely affect the value or liquidity of the Notes.

Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in

emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved, and prospective investors are urged to consult with their own legal and financial advisors before making an investment in the Notes.

Investors should also note that developing markets, such as those in African countries, are subject to rapid change.

Exchange Control regulations may impact the Group's operations in the relevant countries in which they operate

There has been a gradual relaxation in exchange controls in South Africa since 1995. The extent to which the Government may further relax such exchange controls cannot be predicted with certainty, although the Government has committed itself to a gradual approach of further relaxation. Further relaxation or the 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 Group's business and financial condition as a whole.

Further to the above and consistent with the relaxations of the exchange control framework, the Government continues with its commitment to modernise South Africa's capital flows management framework as announced in 2020. The main objective of the new capital flow management framework is to introduce a positive bias framework where all cross-border transactions will be allowed, except those that are subject to capital flow management measures and/or pose a high risk of illicit cross-border financial flows. There are ongoing regulatory changes being implemented through the issuance of circulars by the SARB, which gives effect to the phased introduction of the new framework.

In the context of the Africa Regions, the introduction of exchange controls, or changes to existing exchange control regulations, may similarly impact the Group's business and financial condition in the relevant country in which the exchange controls are introduced or changed, as applicable.

Risks relating to the Notes

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the 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 relevant Issuer. Although applications have been, or will be, made for the Notes issued under the Programme to be admitted to listing on the Official List of the FCA and to trading on the Main Market of the London Stock Exchange, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The Notes may be redeemed prior to maturity

Unless in the case of any particular Tranche of Notes the relevant Final Terms specify otherwise, in the event that the relevant Issuer has or will be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision thereof or any authority therein or thereof having power to tax, the relevant Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the relevant Issuer's option in certain other circumstances, the relevant Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an

investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

The Flac Notes, the Tier 2 Notes and the Additional Tier 1 Notes contain additional redemption provisions which may apply. See "*Substitution or Variation of Flac Notes by SBG upon the occurrence of a Flac Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law without consent from Holders of Flac Notes may result in the terms of such Flac Notes being less favourable*", "*Early Redemption of Flac Notes upon the occurrence of a Flac Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law*", "*Voluntary early redemption at the option of SBG*", and "*Early redemption and purchase of the Flac Notes may be restricted*" under the heading "*Risks relating to Flac Notes*"; "*Substitution or Variation of Tier 2 Notes by SBG upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law without consent from Holders of Tier 2 Notes may result in the terms of such Tier 2 Notes being less favourable*", "*Early Redemption of Tier 2 Notes upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law*", "*Voluntary early redemption at the option of the Issuer*" and "*Early redemption and purchase of the Tier 2 Notes may be restricted"* under the heading "*Risks relating to Tier 2 Notes"* and "*Substitution or Variation of Additional Tier 1 Notes by SBG upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law without consent from Holders of Additional Tier 1 Notes may result in the terms of such Additional Tier 1 Notes being less favourable*", "*Early Redemption of Additional Tier 1 Notes upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law*", "*Voluntary early redemption at the option of SBG*" and "*Early redemption and purchase of the Additional Tier 1 Notes may be restricted* " under the heading "*Additional Tier 1 Notes*".

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfers, payments and communications with the Issuers

Notes issued under the Programme may be represented by one or more Global Notes (as defined herein). Such Global Notes will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Each of Euroclear and Clearstream, Luxembourg (each as defined herein) and their respective direct and indirect participants will maintain records of the beneficial interests in the Global Notes held through it. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the relevant Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg and its participants to receive payments under the relevant Notes. The relevant Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the relevant Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the relevant Deed of Covenant (as defined herein).

Credit Rating

Tranches of Notes issued under the Programme may be rated or unrated. If a rating is assigned to any issue of Notes, the rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at

any time by the assigning rating agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

Exchange rate risks

The relevant Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the relevant Final Terms). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**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 would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency equivalent market value of the Notes. Similarly, the relevant Issuer may be exposed to potential losses if the Specified Currency were to depreciate against key currencies in which the relevant Issuer's revenues are based, which may have an adverse effect on its financial condition and results of operations.

The Notes may be de-listed, which may materially affect an investor's ability to resell

Any Notes that are listed on the London Stock Exchange or any other listing authority, stock exchange or quotation system may be de-listed. If any Notes are delisted, the relevant Issuer is obliged to endeavour promptly to obtain an alternative listing. Although no assurance is made as to the liquidity of the Notes as a result of listing on the London Stock Exchange or any other listing authority, stock exchange or quotation system, delisting the Notes may have a material adverse effect on a Noteholder's ability to resell the Notes in the secondary market.

Risks related to the structure of the 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. Set out below is a description of certain such features:

Notes subject to optional redemption by the relevant Issuer

An optional redemption feature is likely to limit the market value of the Notes. During any period when the relevant 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 also may be true prior to any redemption period. The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to re-invest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from 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.

Modification and waivers and substitution

The applicable Conditions contain provisions for calling meetings (including by way of conference call using an audio or video conference platform) of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change in law

The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by English law save that the provisions (the "**South African Law Provisions**") of:

- Condition 6 (*Recognition of RSA Bail-in Powers*) of the Senior Conditions;
- Conditions 1(h) (*Flac Requirements*), 4 (*Status, Ranking and Subordination of Flac Notes; No Set-off or Netting*), 5 (*Recognition of RSA Bail-in Powers*), 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and 12 (*Enforcement; No Acceleration*) of the Flac Conditions;
- Conditions 4 (*Status, Ranking and Subordination of the Tier 2 Notes; No Set-off or Netting*), 5 (*Recognition of RSA Bail-in Powers*), 9 (*Loss Absorption Following a Non-Viability Event*), 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and 13 (*Enforcement; No Acceleration*) of the Tier 2 Conditions;
- Conditions 4 (*Status, Ranking and Subordination of the Additional Tier 1 Notes; No Set-off or Netting*), 5 (*Recognition of RSA Bail-in Powers*), 9 (*Limitations on Payments of Interest*), 10 (*Loss Absorption Following a Non-Viability Event*), 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), 12(i) (*Solvency Condition*) and 14 (*Enforcement; No Acceleration*) of the Additional Tier 1 Conditions,

and all non-contractual obligations arising out of or in connection with the South African Law Provisions, are governed by, and shall be construed in accordance with, South African law.

No assurance can be given as to the impact of any possible judicial decision, change to English or South African law or administrative practice nor whether any such change could adversely affect the ability of an Issuer to make payments under any Notes.

Denominations

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination (as defined in the applicable Conditions) of EUR100,000 (or its equivalent) plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of EUR100,000 (or its equivalent) that are not integral multiples of EUR100,000 (or its equivalent). In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a definitive note in respect of such holding (should definitive notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination. Definitive notes will only be issued if (a) Euroclear or Clearstream, Luxembourg (or other relevant clearing system) is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 15 (*Events of Default*) of the Senior Conditions, Condition 12 (*Enforcement; No Acceleration*) of the Flac Conditions, Condition 13 (*Enforcement; No Acceleration*) of the Tier 2 Conditions, or Condition 14 (*Enforcement; No Acceleration*) of the Additional Tier 1 Conditions occurs.

The reset of the rate of interest with respect to the Reset Notes on each Reset Date could affect the market value of an investment in such Notes

As set out in Condition 10 (*Reset Note Provisions*) of the Senior Conditions, Condition 8 (*Reset Note Provisions*) of the Flac Conditions, Condition 8 (*Reset Note Provisions*) of the Tier 2 Conditions and Condition 8 (*Reset Note Provisions*) of the Additional Tier 1 Conditions, Reset Notes will initially bear interest at the relevant Initial Rate of Interest which will be reset on the first Reset Date (and if applicable, Subsequent Reset Dates) (each such interest rate, a "**Subsequent Reset Rate of Interest**"). The Subsequent Reset Rate of Interest for any relevant Reset Period could be less than the relevant Initial Rate of Interest or the relevant Subsequent Reset Rate of Interest for prior Reset Periods, which could affect the market value of an investment in the relevant Notes.

Reset Notes may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on such Notes may be less favourable than the prevailing spreads on comparable floating rate Notes tied to the same reference rate.

The value of and return on any Notes linked to a benchmark may be adversely affected by ongoing national and international regulatory reform in relation to benchmarks

The Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be "benchmarks" are the subject of recent national and international regulatory guidance and proposals for reform. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such "benchmark".

Regulation (EU 2016/1011) (the "**EU Benchmarks Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The UK Benchmarks Regulation, among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "relevant benchmark" are changed in order to comply with the requirements of the EU Benchmark Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "relevant benchmark".

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may have (without limitation) the following effects on certain "benchmarks": (i) discouraging market participants from continuing to administer or contribute to the "benchmark"; (ii) triggering changes in the rules or methodologies used in the "benchmark"; and/or (iii) leading to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a "benchmark".

The Conditions provide for certain fallback arrangements in the event that a published benchmark, including an inter-bank offered rate such as EURIBOR or other relevant reference rates, ceases to be published or a Benchmark Event as defined in Condition 8(n) (*Benchmark Event*) of the Senior Condition, in Condition 7(n) (*Benchmark* Event) in the Flac Conditions, Condition 7(n) (*Benchmark* Event) in the Tier 2 Conditions and Condition 7(n) (*Benchmark* Event) in the Additional Tier 1 Conditions otherwise occurs, including the possibility that the rate of interest or other amounts payable under the Notes could be set by reference to a Successor Rate or an Alternative Rate, which may perform differently to the benchmark such rate is replacing, and that such Successor Rate or Alternative Rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders or Couponholders arising out of the replacement of the relevant benchmark, and

may include amendments to the applicable Conditions and the Agency Agreement (without the consent of the Noteholders) to follow market practice or to ensure the proper operation of the Successor Rate or Alternative Rate and, in either case, an adjustment spread.

The Conditions do not permit the relevant Issuer to determine a Successor Rate or Alternative Rate to be used in place of EURIBOR or any other benchmark, in circumstances where the relevant Issuer is unable to appoint an experienced Independent Adviser of international repute. In the event of a permanent discontinuation of EURIBOR or any other benchmark, the relevant Issuer may be unable to appoint an Independent Adviser in a timely manner, or at all, in which case it will be unable to determine a Successor Rate or Alternative Rate. In these circumstances, where EURIBOR or any other benchmark has been discontinued, the Rate of Interest will revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before EURIBOR or the relevant benchmark was discontinued, and such Rate of Interest will continue to apply until maturity. Furthermore, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Notes be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the relevant Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Subordinated Notes as Flac Instruments, Tier 2 Capital or Additional Tier 1 Capital, as the case may be. Any of the foregoing may result in the effective application of a fixed rate for the relevant Series of Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmark Regulation and/or UK Benchmark Regulation reforms in making any investment decision with respect to any Notes linked to or referencing a "benchmark".

The market continues to develop in relation to SONIA, SOFR and Term SOFR as reference rates for Floating Rate Notes

Investors should be aware that the market continues to develop in relation to SONIA, SOFR and Term SOFR as reference rates in the capital markets and their adoption as alternatives to interbank offered rates. In addition, market participants and relevant working groups are exploring alternative reference rates based on SONIA, SOFR and Term SOFR, including term SONIA, SOFR and Term SOFR reference rates (which seek to measure the market's forward expectation of an average SONIA, SOFR or Term SOFR rate over a designated term). The development of SONIA, SOFR and Term SOFR rates as interest reference rates for the Eurobond markets, as well as continued development of SONIA, SOFR and Term SOFR based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

The market or a significant part thereof may adopt an application of SONIA, SOFR or Term SOFR that differs significantly from that set out in the Conditions as applicable to the Notes. Furthermore, the Issuer may in future issue Notes referencing SONIA, SOFR or Term SOFR that differ materially in terms of interest determination when compared with the Notes. In addition, the manner of adoption or application of SONIA, SOFR or Term SOFR reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA, SOFR or Term SOFR in other markets, such as the derivatives and loan markets. Noteholders should carefully consider how any mismatch between the adoption of SONIA, SOFR or Term SOFR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SONIA, SOFR or Term SOFR.

SONIA and SOFR differ from interbank offered rates in a number of material respects and have a limited history

SONIA and SOFR differ from interbank offered rates in a number of material respects, including that SONIA and SOFR are backwards-looking, risk-free overnight rates, whereas interbank offered rates are expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that SONIA or SOFR may behave materially differently as interest reference rates for the Notes, compared to interbank offered rates. Furthermore, SOFR is a secured rate that represents overnight secured funding transactions, and therefore will perform differently over time to unsecured rates.

The future performance of SONIA and SOFR may be difficult to predict based on the limited historical performance. The level of SONIA and SOFR during the term of the Notes may bear little or no relation to the historical level of SONIA or SOFR. Prior observed patterns, if any, in the behaviour of market variables and their relation to SONIA and SOFR such as correlations, may change in the future.

Furthermore, the Rate of Interest is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for Noteholders to estimate reliably the amount of interest which will be payable on the Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of the Notes. In respect of Senior Notes only, if Senior Notes become due and payable under Condition 9 (*Zero Coupon Note Provisions*) of the Senior Conditions, or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of the Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable.

The administrator of SONIA, SOFR or Term SOFR may make changes that could change the value of SONIA, SOFR or Term SOFR or discontinue SONIA, SOFR of Term SOFR

The Bank of England, The New York Federal Reserve or CME Group Benchmark Administration Limited (or their respective successors), as administrator of SONIA, SOFR and Term SOFR, respectively, may make methodological or other changes that could change the value of SONIA, SOFR or Term SOFR (as applicable), including changes related to the method by which SONIA, SOFR or Term SOFR (as applicable) is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, SOFR or Term SOFR (as applicable), or timing related to the publication of SONIA, SOFR or Term SOFR (as applicable). In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SONIA, SOFR or Term SOFR (as applicable) (in which case a fallback method of determining the interest rate on the Notes will apply). The relevant administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing SONIA, SOFR or Term SOFR (as applicable).

In respect of any Notes issued as Green Bonds, Social Bonds or Sustainability Bonds, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor

The Final Terms relating to any specific Tranche of Notes may provide that it will be the relevant Issuer's intention to apply the proceeds from an offer of those Notes specifically for projects and activities that (i) promote climate-friendly and other environmental purposes ("**Green Projects**"), (ii) are aimed at reducing economic and social inequality ("**Social Projects**"), or (iii) have both a positive environmental and social impact ("**Sustainable Projects**"). Prospective investors should determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the relevant Issuer, the Arranger, any of the Dealers or any other person that the use of such proceeds for any Green Projects, Social Projects or Sustainable Projects, as applicable, will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, social or sustainability impact of any projects or uses, the subject of or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green", "social" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given by the relevant Issuer, the Arranger, the Dealers or any other person to investors that any projects or uses the subject of, or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable, will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently-labelled performance objectives (including under Regulation (EU) 2020/852 (the "**Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy**"), as it forms part of UK domestic

law by virtue of the EUWA) or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable.

The EU Taxonomy in particular is subject to further implementation by the European Commission by way of delegated regulations containing technical screening criteria for the environmental objectives set out in the Taxonomy Regulation. On 21 April 2021, the European Commission approved in principle the first delegated act (the "**EU Taxonomy Climate Delegated Act**") aimed at supporting sustainable investment by making it clearer which economic activities most contribute to meeting the EU's environmental objectives. The EU Taxonomy Climate Delegated Act sets out criteria for economic activities in the sectors that are most relevant for achieving climate neutrality and delivering on climate change adaptation. This includes sectors such as energy, forestry, manufacturing, transport and buildings. Criteria for other environmental objectives will follow in a later delegated act, in line with the mandates in the Taxonomy Regulation.

The EU Green Bond Regulation has applied from 21 December 2024. The EU Green Bond Regulation introduces a voluntary label (the "**European Green Bond Standard**") for issuers of green use of proceeds bonds where the proceeds will be invested in economic activities aligned with the EU Sustainable Finance Taxonomy. Any Green Bonds issued under this programme will not be aligned with such European Green Bond Standard. It is not clear at this stage the impact which the European Green Bond Standard may have on investor demand for, and pricing of, green use of proceeds bonds (such as the Green Bonds) that do not meet such standard. It could reduce demand and liquidity for the Green Bonds and their price.

In June 2021, the UK Government appointed a new Green Taxonomy Advisory Group, an independent expert group established to oversee, and provide non-binding advice to the UK Government on, the delivery of a comparable 'Green Taxonomy' in the UK context (the "**UK Taxonomy**"). Like the EU Taxonomy, the objective of the UK Taxonomy will be, once implemented, to provide investors with greater clarity as to how individual firms impact the environment.

Until all criteria for such objectives on both a UK and EU level have been developed and disclosed, it is not known whether any Green Projects, Social Projects or Sustainable Projects will satisfy those respective criteria. Accordingly, alignment with the EU Taxonomy and/or any UK Taxonomy, once all criteria are established, is not certain. Each prospective investor should therefore have regard to the factors described in the relevant Final Terms and in any green, social or sustainable finance framework prepared by the Group subsequent to the date of this Base Prospectus, and seek advice from their independent financial adviser or other professional adviser as to the relevance of the information contained in this Base Prospectus and the relevant Final Terms before deciding to invest.

No assurance or representation is given by the Issuers, the Arranger, the Dealers or any other person as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the relevant Issuer) which may be made available in connection with the issue of any Notes and in particular with any Green Projects, Social Projects or Sustainable Projects, as applicable, to fulfil any environmental, social, sustainability and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the relevant Issuer, the Arranger, the Dealers or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the relevant Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are

required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, social or sustainability impact of any projects or uses, the subject of or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the relevant Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the relevant Issuer to apply the proceeds of any Notes so specified for Green Projects, Social Projects or Sustainable Projects, as applicable, in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable, will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Green Projects, Social Projects or Sustainable Projects, as applicable. Nor can there be any assurance that such Green Projects, Social Projects or Sustainable Projects, as applicable, will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the relevant Issuer. Any such event or failure by the relevant Issuer will not constitute an Event of Default under the Notes and Noteholders will have no recourse against the relevant Issuer, the Arranger or any Dealer following any such event or failure.

Any such event or failure to apply the proceeds of any issue of Notes for any Green Projects, Social Projects or Sustainable Projects, as applicable, as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the relevant Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Green Projects, Social Projects or Sustainable Projects, as applicable, and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Investors should refer to the Standard Bank Group's Sustainable Finance Framework (as further described in "*Use of Proceeds*", below) for further information. Neither the Arranger nor any of the Dealers will verify or monitor the proposed use of proceeds of the Notes under the Programme.

Regulatory action in the event the relevant Issuer or any Subsidiary of the relevant Issuer which is a Designated Institution is failing or likely to fail, including the exercise by the Resolution Authority of the RSA Bail-in Powers or the taking of Resolution Actions, could materially adversely affect the value of the Notes

The relevant Issuer and any Subsidiary of the relevant Issuer which is a Designated Institution are each subject to substantial Resolution powers

Chapter 12A of the Financial Sector Regulation Act, 2017 of South Africa (the "**Financial Sector Regulation Act**") sets out a framework (the "**Resolution Framework**") for the resolution of "*designated institutions*" ("**Designated Institutions**") in South Africa. The Resolution Framework came into effect in South Africa on 1 June 2023. The Resolution Framework applies to Designated Institutions (which includes South African banks, holding companies of South African banks and, if a South African bank is a member of a "*financial conglomerate*" designated as such by the Prudential Authority under section 160(1) of the Financial Sector Regulation Act, each member of such "*financial conglomerate*" (unless the Governor of the SARB has determined that a member of a "financial conglomerate" is not a Designated Institution under section 29A(2) of the Financial Sector Regulation Act)).

SBG and its Subsidiaries (including SBSA) have been designated as a "*financial conglomerate*" by the Prudential Authority. The relevant Issuer and each other Subsidiary of the relevant Issuer (unless specifically

excluded under section 29A(2) of the Financial Sector Regulation Act) are therefore Designated Institutions and subject to the Resolution Framework. Under the Resolution Framework substantial powers are granted to the SARB, in its capacity as the Resolution Authority under the Financial Sector Regulation Act, (the "**Resolution Authority**") to implement various Resolution measures and stabilisation options (including, but not limited to, exercising the RSA Bail-in Powers) with respect to Designated Institutions which have been put into Resolution.

The Resolution powers consists of, amongst other things: (a) the transfer of assets and liabilities of the Designated Institution, (b) an amalgamation or merger, or a scheme of arrangement of a kind contemplated in the South African Companies Act, 2008 (the "**Companies Act**") that involves the Designated Institution, (c) transfer of some or all of shares in the Designated Institution to a "bridge company" established by the Resolution Authority, (d) the RSA Bail-in Powers and (e) temporary ownership of shares in the Designated Institution by the Resolution Authority.

The Financial Sector Regulation Act also provides for additional insolvency and administration procedures for Designated Institutions and for certain ancillary powers, such as the power to modify contractual arrangements in certain circumstances (which could include a variation of the terms of the Notes), powers to impose temporary suspension of payments, powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the Resolution powers. Noteholders should assume that, in a Resolution situation, financial public support (if any at all) will only be available to a Designated Institution as a last resort after the Resolution Authority has assessed and used, to the maximum extent practicable, the Resolution tools, including the RSA Bail-in Power.

The exercise of any Resolution power in relation to the relevant Issuer or any of its Subsidiaries, or any suggestion of any such exercise could materially impact the relevant Issuer's ability to fulfil its obligations under the Notes and adversely affect the value of any Notes and could lead to Holders of the Notes losing some or all of their investment in the Notes.

Resolution powers triggered prior to insolvency may not be anticipated and Holders of the Notes may have only limited rights to challenge them

The Resolution powers conferred on the Resolution Authority are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant entity could have been initiated. The purpose of the Resolution powers is to address the situation where all or part of a business of a Designated Institution has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns. Although the Resolution Framework provides specific conditions to the exercise of any Resolution powers, it is uncertain how the Resolution Authority would assess such conditions in any particular pre-insolvency scenario affecting the relevant Issuer and/or any of its Subsidiaries which are Designated Institutions in deciding whether to exercise a Resolution power. The Resolution Authority is also not required to provide any advance notice to Noteholders of its decision to exercise any Resolution power. Therefore, Noteholders may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the relevant Issuer, any Subsidiary of the relevant Issuer which is a Designated Institution and the Notes. Furthermore, Noteholders may have only limited rights (if any at all) to challenge and/or seek a suspension of any decision of the Resolution Authority to exercise its Resolution powers (including the RSA Bail-in Powers) or to have that decision reviewed by a judicial or administrative process or otherwise.

The Resolution Authority may exercise the RSA Bail-in Power in respect of the Issuer and the Notes, which may result in Noteholders losing some or all of their investment

Where the relevant statutory conditions for use of the RSA Bail-in Powers have been met, the Resolution Authority would be expected to exercise the RSA Bail-in Power without the consent of the Noteholders. Any such exercise of the RSA Bail-in Powers in respect of the relevant Issuer and the Notes may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes and/or the conversion of the Notes into shares or other securities or other obligations of the relevant Issuer or another person, or any other modification or variation to the terms of the Notes. The exercise of the RSA Bail-in Powers in respect of the relevant Issuer and the Notes or any suggestion of any such exercise

could materially adversely affect the rights of the Noteholders, the price or value of their investment in the Notes and/or the ability of the relevant Issuer to satisfy its obligations under the Notes and could lead to Noteholders losing some or all of the value of their investment in such Notes.

The provisions of the Financial Sector Regulation Act contain an express safeguard (known as the *'no creditor worse off'* safeguard) with the aim that shareholders and creditors do not receive a less favourable treatment than they would have received in a Winding-Up of the Designated Institution. However, even in circumstances where a claim for compensation is established under the *'no creditor worse off'* safeguard in accordance with a valuation performed after the Resolution Action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the Noteholders in the Resolution and there can be no assurance that Noteholders would recover such compensation promptly.

Noteholders agree to be bound by the exercise of any RSA Bail-in Power, and the taking of any Resolution Action, by the Resolution Authority

Notwithstanding and to the exclusion of any other term of the Notes, or any other agreements, arrangements or understandings between any of the parties thereto or between the relevant Issuer and any Noteholder (including each holder of a beneficial interest in the Notes) or (if applicable) any Couponholder, in recognition of the Resolution powers granted by South African law to the Resolution Authority, by acquiring the Notes, each Noteholder and (if applicable) Couponholder will be deemed to acknowledge, accept and agree that, upon the occurrence of the Resolution Event in relation to the relevant Issuer, any Amounts Due arising under the Notes may be subject to the exercise of the RSA Bail-in Powers and acknowledges, accepts, consents to and agrees to be bound by the effect of the exercise of any RSA Bail-in Powers by the Resolution Authority, or determination under the Resolution Framework, which may include and result in any of the following Resolution Actions, or some combination thereof: (i) the reduction or write-off of all, or a portion, of the Amounts Due, including on a permanent basis; (ii) the conversion of all, or a portion, of the Amounts Due into ordinary shares or other securities or other obligations of the Issuer or another person (or the issue to or conferring on the Noteholder or (if applicable) Couponholder of such shares, securities or obligations) including by means of an amendment, modification or variation of the terms of the Notes, in which case the Noteholder or (if applicable) Couponholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person; (iii) the cancellation of the Notes; (iv) the replacement or substitution of the Issuer; (v) transfer of the Notes; (vi) the amendment or alteration of the maturity of the Notes, or the amendment of the amount of interest, and any Additional Amounts (if any), due or payable on the Notes, or the dates on which interest, and any Additional Amounts (if any), becomes payable, including by suspending payment for any period contemplated in the Resolution Framework; and/or (vii) the variation of the terms of the Notes, as determined by the Resolution Authority, to give effect to the exercise of the RSA Bail-in Power by the Resolution Authority.

Each Noteholder and (if applicable) Couponholder further acknowledges, consents, agrees and accepts that the rights of the Noteholders and (if applicable) Couponholders are subject to, and may, without the consent of Noteholders or (if applicable) Couponholders be varied, if necessary, to give effect to, the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority. Accordingly, the RSA Bail-in Powers may be exercised, and Resolution Actions may be taken, in such a manner as to result in Noteholders or (if applicable) Couponholders losing all or a part of the value of their investment in the Notes or receiving a different security from the Notes, which may be worth significantly less than the Notes and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the Resolution Authority may exercise the RSA Bail-in Powers, or take any Resolution Action, without providing any advance notice to, or requiring the consent of, the Noteholders or (if applicable) Couponholders. In addition, under the applicable Conditions, the exercise of the RSA Bail-in Powers, or the taking of any Resolution Action, by the Resolution Authority with respect to the Notes or the relevant Issuer is not a default or breach of the applicable Conditions for any purpose nor will it give rise to any acceleration rights for the Noteholders or (if applicable) Couponholders.

Risks relating to Subordinated Notes

Risks relating to Flac Notes

The risk factors relating to Flac Notes described below should be read together with the general risk factors relating to the Notes described above.

Flac Notes are complex instruments that may not be suitable for certain investors

Flac Notes are novel and complex financial instruments and may not be a suitable investment for certain investors. Each potential investor in the Flac Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Flac Notes, including the possibility that the entire principal amount of the Flac Notes could be lost. A potential investor should not invest in the Flac Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Flac Notes will perform under changing conditions, the resulting effects on the market value of the Flac Notes, and the impact of this investment on the potential investor's overall investment portfolio.

Flac Notes are a new type of instrument for which there is no trading history

Prior to the adoption of the Flac Standard and its entry into force on 1 January 2026, South African banks and controlling companies were not required to issue Flac Instruments. Accordingly, there is no trading history for Flac Instruments. Market participants, including credit rating agencies, are in the initial stages of evaluating the risks associated with Flac Instruments. The credit ratings assigned to the Flac Notes may change as the rating agencies refine their approaches, and the value of such securities may be particularly volatile as the market becomes more familiar with them. It is possible that, over time, the credit ratings and value of Flac Instruments such as the Flac Notes will be lower than those expected by investors at the time of issuance of the Flac Notes. If so, investors may incur losses in respect of their investments in the Flac Notes.

Qualification of Flac Notes as Flac Instruments

The intention of SBG is for Flac Notes to qualify on issue as Flac Instruments under the Financial Sector Regulation Act and the Flac Standard and qualify as eligible liabilities available to meet the Flac Requirements. Current regulatory practice by the Resolution Authority does not require (or customarily provide) a confirmation prior to the issuance of the Flac Notes that the Flac Notes will comply with the Flac Requirements.

Although it is SBG's expectation that the Flac Notes qualify as Flac Instruments and qualify as eligible liabilities available to meet the Flac Requirements, there can be no representation that this is or will remain the case during the life of the Flac Notes. Any such change could affect the value and/or trading price of the Flac Notes.

Flac Notes will be unsecured and subordinated to certain of SBG's obligations and as a result, holders of Flac Notes generally face an increased performance risk and default risk compared to Holders of Senior Notes and holders of other senior liabilities and an increased risk of loss in the event of SBG's Winding-Up or Resolution

In order to be eligible to satisfy the Flac Requirements in relation to SBG, the payment obligations of SBG under Flac Notes will rank behind the claims of all creditors of SBG (a) who are unsubordinated creditors of SBG (including the Holders of Senior Notes), and (b) whose claims are or are expressed to be subordinated (whether only in the event of a Winding-Up of SBG or otherwise) to the claims of other creditors of SBG (other than those creditors of SBG whose claims are (i) claims under, or in respect of, Junior Securities (as defined in the Flac Conditions), or (ii) claims under, or in respect of Flac Instruments) (collectively, "**Flac Priority Claims**").

In the event that SBG is subject to a Winding-Up, voluntarily or involuntarily, all claims in respect of the Flac Notes will rank junior to the claims of all Senior Creditors (as defined in the Flac Conditions) of the Issuer. If, in a Winding-Up of SBG, the assets of the Issuer are insufficient to enable SBG to repay the Flac

Priority Claims (including the claims of the Holders of Senior Notes) in full, the Noteholders will lose their entire investment in the Flac Notes. If there are sufficient assets to enable SBG to pay the Flac Priority Claims in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Flac Notes and all other claims that rank pari passu with the Flac Notes, the Noteholders will lose all or some (which may be substantially all) of their investment in the Flac Notes. For the avoidance of doubt, the holders of the Flac Notes shall have no claim in respect of the surplus assets (if any) of SBG remaining in any Winding-Up following payment of all amounts due in respect of the liabilities of the Issuer.

In the event of the Resolution of SBG under the Resolution Framework, the claims of the Holders under the Flac Notes will be bailed in before the Flac Priority Claims.

As a result, the performance and default risk in relation to the Flac Notes will be higher than the risk associated with Flac Priority Claims. Consequently, although Flac Notes may pay a higher rate of interest than notes which are not subordinated or notes which are subordinated but rank senior to Flac Notes, there is a greater risk that an investor in Flac Notes will lose all or some of its investment should SBG become insolvent and either (a) subject to Resolution under the Resolution Framework and the Flac Notes become subject to the application of the RSA Bail-in Power or (b) subject to a Winding-Up. As a result, Holders of Flac Notes face a greater performance and default risk compared to holders of Flac Priority Claims.

If SBG's financial condition deteriorates such that there is an increased risk that a Winding-Up or Resolution of the Issuer may occur, such circumstances can be expected to have a material adverse effect on the market price of the Flac Notes. Noteholders may find it difficult to sell their Flac Notes in such circumstances, or may only be able to sell their Flac Notes at a price which may be significantly lower than the price at which they purchased their Flac Notes. In such a sale, Noteholders may lose some or substantially all of their investment in the Flac Notes, whether or not a Winding-Up or Resolution of the Issuer occurs.

As SBG is a holding company, investors in the Flac Notes will be structurally subordinated to creditors of SBG's operating subsidiaries

SBG is a holding company and conducts substantially all of its operations through its Subsidiaries. The claims of the Noteholders under the Flac Notes will be structurally subordinated to the claims of creditors of SBG's subsidiaries (in addition to being subordinated within SBG's creditor hierarchy as described above under "*Flac Notes will be unsecured and subordinated to certain of SBG's obligations and as a result, Holders of Flac Notes generally face an increased performance risk and default risk compared to Holders of Senior Notes or Flac Notes or holders of other senior liabilities and an increased risk of loss in the event of SBG's Winding-Up or Resolution*"). SBG's rights to participate in the assets of any of its Subsidiaries if such Subsidiary is liquidated will be subject to the prior claims of such Subsidiary's creditors (including subordinated creditors) and any preference shareholders (if any), except in the limited circumstance where the Issuer is a creditor of such subsidiary with claims that are recognised to be ranked ahead of or pari passu with such claims. SBG's Subsidiaries are separate and distinct legal entities, and have no obligation to pay any amounts due or to provide SBG with funds to meet any of the Issuer's payment obligations under the Flac Notes.

The ability of SBG's Subsidiaries to pay dividends and SBG's ability to receive distributions and other payments from SBG's investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements and/or expectations, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends, distributions and other payments to SBG by SBG's Subsidiaries, which could restrict the relevant Issuer's ability to make payments on the Flac Notes.

Waiver of set-off and netting

The Holders of the Flac Notes are not permitted to exercise any right of set-off, netting, counterclaim, compensation or retention in relation to the Flac Notes and are deemed to have waived any such rights insofar as permitted by Applicable Law. Therefore, (subject to Applicable Law) Holders of Flac Notes will not be entitled to set-off or net SBG's obligations under the Flac Notes against obligations owed by them to SBG. Holders of Flac Notes may therefore be required to initiate separate proceedings to recover amounts in

respect of any counterclaim and may receive a lower recovery in the event of a Winding-Up or Resolution of SBG than if set-off, netting counterclaim, compensation or retention were permitted.

There are no events of default under the Flac Conditions and the remedies available to Holders of the Flac Notes are limited

The Flac Conditions do not provide for events of default allowing for the acceleration of the Flac Notes if certain events occur. Accordingly, if SBG fails to meet any obligations to pay any interest or principal under the Flac Notes, holders of Flac Notes will not be able to accelerate the payment of principal. Upon a payment default, the sole remedy available to holders of the Flac Notes for the recovery of amounts owing in respect of any payment of principal or interest on the Flac Notes will be, subject to the Flac Requirements and section 166D of the Financial Sector Regulation Act and unless there has been an Extraordinary Resolution or an Extraordinary Written Resolution of the holders of the Flac Notes to the contrary, the institution of proceedings for the Winding-Up of SBG. If SBG breaches any other obligation under the Flac Notes (other than a payment obligation), then any holder of the Flac Notes may bring such proceedings as it deems fit to enforce the obligation in question. Only if an order of court is made or an effective resolution is passed for the Winding-Up of SBG (other than pursuant to a Solvent Reconstruction) will holders of Flac Notes be able to declare (upon written notice) the Flac Notes immediately due and payable. Notwithstanding the foregoing, SBG will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Consequently, the remedies under the Flac Notes are more limited than those typically available to SBG's unsubordinated creditors.

The Flac Notes may be subject to write-down, write-off or conversion to equity in Resolution of SBG

The Flac Notes may be written off, written down or converted into shares or other instruments of ownership in connection with a Resolution of SBG. The Resolution Authority has the power, pursuant to the RSA Bail-in Power under the Resolution Framework, to write-down or write-off Flac Instruments or convert them into shares or other instruments of ownership in a Resolution of SBG. The exercise of such power by the Resolution Authority could result in the full (i.e., to zero) or partial write-down or conversion of the Flac Notes into ordinary shares or other instruments of ownership in the order of priority that would apply in a Winding-Up of SBG. Therefore, in the event that the Resolution Authority (and/or any other authority entitled to exercise or participate in the exercise of the RSA Bail-in Power from time to time) exercises write-down, write-off and/or conversion powers in respect of the Flac Notes in accordance with the Resolution Framework, the Flac Notes will be written down or written off on a permanent basis or converted into ordinary shares or other instruments of ownership (including shares qualifying as Common Equity Tier 1 Capital of SBG) in accordance with Resolution Framework.

In addition, where SBG's financial condition deteriorates, the existence or the actual exercise of RSA Bail-in Power, or the taking of any Resolution Action by the Resolution Authority could cause the market price or value of the Flac Notes to decline more rapidly than would be the case in the absence of such powers. As a result, Holders of Flac Notes could lose all or a substantial part of their investment in the Flac Notes.

As a consequence, Holders of Flac Notes bear significantly more risk than holders of Senior Notes and could lose all or a significant part of their investments if SBG were to become subject to a Resolution or a Winding-Up.

Substitution or Variation of Flac Notes by SBG upon the occurrence of a Flac Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law without consent from Holders of Flac Notes may result in the terms of such Flac Notes being less favourable

Upon the occurrence and continuation of a Flac Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or, if specified in the relevant Final Terms, a Change in Law (each as defined in the Flac Conditions), SBG may, subject as provided in Condition 9(j) (*Substitution or Variation*) of the Flac Conditions and without the need for any consent of the Noteholders, substitute all (but not some only) of any Series of Flac Notes, or vary the terms of all (but not only some) such Flac Notes so that they remain or, as

appropriate, become, Qualifying Flac Securities (as defined in the Flac Conditions). While SBG cannot make changes to the terms of Flac Notes that are materially less favourable to the Holders of the relevant Flac Notes, no assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax consequences of holding such substituted or varied Flac Notes could be different for some categories of Holders from the tax consequences for them of holding the Flac Notes prior to such substitution or variation.

Early Redemption of Flac Notes upon the occurrence of a Flac Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law

Upon the occurrence and continuation of a Flac Disqualification Event, Tax Event (Gross up), Tax Event (Deductibility) or, if specified in the relevant Final Terms, a Change in Law (each as defined in the Flac Conditions), but (other than in respect of a Flac Disqualification Event) subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Flac Conditions, SBG may, at its option, redeem all (but not some only) of the Flac Notes at the applicable Early Redemption Amount, together with accrued and unpaid interest (if any) to the date fixed for redemption. Noteholders will not receive a make-whole amount or any other compensation in the event of any early redemption of the Flac Notes.

It is not possible to predict whether a Flac Disqualification Event, Tax Event (Gross up), Tax Event (Deductibility) or (if applicable) a Change in Law will occur, and if so whether or not the Issuer will satisfy the conditions, or elect, to redeem the Flac Notes. The Issuer may be more likely to exercise any option available to it to redeem the Flac Notes in circumstances where its funding costs would be lower than the prevailing interest rate payable in respect of the Flac Notes.

The yields received upon redemption may be lower than expected, and the redemption amount of the Flac Notes may be lower than the purchase price for the Flac Notes paid by the Holder of Flac Notes. As a consequence, the Holder of Flac Notes may not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Flac Notes.

Voluntary early redemption at the option of SBG

If "Call Option" is specified in the relevant Final Terms as being applicable, SBG may, in its sole discretion, but (if applicable) subject to certain regulatory pre-conditions (see Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Flac Conditions, redeem the Flac Notes in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) such date. Additionally, if "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, SBG will have the option to exercise a clean-up call in accordance with Condition 9(e) (*Issuer clean up call option*) of the Flac Conditions if, at any time, the outstanding aggregate principal amount of the Flac Notes is the Clean Up Call Percentage (being 25 per cent. or such other percentage as may be specified in the relevant Final Terms) or less of the aggregate principal amount of the Flac Notes originally issued (and for these purposes, any further Flac Notes issued pursuant to Condition 17 (*Further Issues*) of the Flac Conditions and consolidated with the Flac Notes as part of the same Series shall be deemed to have been originally issued).

An optional redemption feature is likely to limit the market value of the Flac Notes. During any period when SBG may elect to redeem the Flac Notes, the market value of the Flac Notes generally will not rise substantially above the price at which they can be redeemed. This may also be the case prior to any such period.

It is not possible to predict whether the clean-up call option (if applicable) may become available to SBG, and if so whether or not SBG will satisfy the conditions, or elect, to redeem the Flac Notes. The Issuer may be more likely to exercise any option available to it to redeem the Flac Notes in circumstances where its funding costs would be lower than the prevailing interest rate payable in respect of the Flac Notes.

If SBG redeems the Flac Notes at any of the times or in any of the circumstances mentioned above, there is a risk that the Flac Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Flac Notes or when prevailing interest rates may be relatively low, in which latter case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

Early redemption and purchase of the Flac Notes may be restricted

Any early redemption or purchase of Flac Notes is subject to compliance by SBG with any conditions or restrictions to such redemption or repurchase prescribed by the Flac Requirements as in force at the relevant time. See Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Flac Conditions. The outcome may not necessarily reflect the commercial intention of SBG or the commercial expectations of holders of Flac Notes and this may have an adverse impact on the market value of such Flac Notes.

The Flac Conditions contain no negative pledge and SBG is not prohibited from issuing further debt which may rank pari passu with or senior to the Flac Notes

There is no negative pledge in respect of the Flac Notes under the Flac Conditions. In addition, the Flac Conditions place no restriction on the amount of securities or indebtedness that SBG may issue or incur which ranks senior to, or pari passu with, the Flac Notes. The issue of any such securities or indebtedness may reduce the amount recoverable by holders of Flac Notes on a Winding-Up or Resolution of SBG.

The investment in, and disposal, write-off or conversion of, Flac Notes in Resolution may have tax consequences in the hands of holders of Flac Notes, SBG or both

The investment in, and disposal, write-off or conversion in Resolution of SBG in respect of Flac Notes may have tax consequences in the hands of holders of Flac Notes, SBG or both. As any such potential consequence depends on various factors, prospective investors in Flac Notes are strongly advised to consult their own professional advisers as to the tax consequence of investing in Flac Notes, and particularly as to whether a disposal, write-off or conversion of Flac Notes in Resolution will result in a tax liability.

SBG will not be required to gross up payments of principal in the event of any withholding or deduction for or on account of Taxes

All payments of principal, interest and any other amounts by or on behalf of the Issuer in respect of the Flac Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless the withholding or deduction of the Taxes is required by law. While, in the event of any such withholding or deduction on payments of interest, SBG may (subject as provided in Condition 11(a) (*Gross up*) of the Flac Conditions) be required to pay Additional Amounts to Noteholders, no such Additional Amounts will be payable in the event of any such withholding or deduction in respect of payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal (or any other amounts, other than interest) under the Flac Notes, Noteholders would receive less than the full amount due under the Flac Notes and the market value of the Flac Notes may be adversely affected.

Risks relating to Tier 2 Notes

The risk factors relating to Tier 2 Notes described below should be read together with the general risk factors relating to the Notes described above.

Tier 2 Notes are complex instruments that may not be suitable for certain investors

Tier 2 Notes are novel and complex financial instruments and may not be a suitable investment for certain investors. Each potential investor in the Tier 2 Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Tier 2 Notes, including the possibility that the entire principal amount of the Tier 2 Notes

could be lost. A potential investor should not invest in the Tier 2 Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Tier 2 Notes will perform under changing conditions, the resulting effects on the market value of the Tier 2 Notes, and the impact of this investment on the potential investor's overall investment portfolio.

The Tier 2 Notes may be subject to Write-off at the Point of Non-Viability in respect of the Tier 2 Notes of SBG (Contractual Bail-in) or write down, write-off or conversion to equity (i.e. bail-in) at the Point of Resolution of SBG (Statutory Bail-in)

The Tier 2 Capital Rules require that in order for the proceeds of an issuance of Tier 2 Capital Securities, such as the Tier 2 Notes, to qualify as Tier 2 Capital, the terms and conditions of such Tier 2 Capital Securities must contain a contractual provision that requires such Tier 2 Capital Securities, at the option of the Prudential Authority, to either be (as specified in the terms and conditions of such Tier 2 Capital Securities) written off or converted into the most subordinated form of equity upon the occurrence of the trigger event specified in writing by the Prudential Authority (unless duly enforceable legislation is in place) that:

(a) requires such Tier 2 Capital Securities to be written off or converted (as applicable) upon the occurrence of the aforesaid trigger event; or

(b) otherwise requires such Tier 2 Capital Securities to fully absorb losses before taxpayers or ordinary depositors are exposed to loss,

and the relevant bank or controlling company complies with such further requirements as may be directed by the Prudential Authority in writing.

The trigger event for Tier 2 Capital Securities (the "**Tier 2 Point of Non-Viability**") is the earlier of: (a) a decision that a write-off, without which the issuing bank or controlling company would become non-viable, is necessary, as determined by the Prudential Authority, or (b) the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank or controlling company would have become non-viable, as determined by the Prudential Authority.

Under the Tier 2 Conditions, and in accordance with the Tier 2 Capital Rules, the Prudential Authority has the power to trigger contractual Write-off of the Tier 2 Notes at the Tier 2 Point of Non-Viability, i.e. where the Prudential Authority determines it necessary to prevent SBG from becoming non-viable or when public sector support would be required to prevent failure ("**Tier 2 Contractual Bail-in**").

However, under the Financial Sector Regulation Act, a Designated Institution can be placed into Resolution by the Minister of Finance, acting on the recommendation of the Resolution Authority, where the Resolution Authority is of the opinion that the Designated Institution is, or will likely be, unable to meet its obligations, irrespective of whether or not the Designated Institution is insolvent, and the Resolution of the Designated Institution is necessary to maintain financial stability or, in the case of a bank or a member of a group of companies of which a bank is a member, to protect the depositors of the bank. The Financial Sector Regulation Act therefore provides for the RSA Bail-in Powers under the Resolution Framework for Designated Institutions that will subject most types of debt (including the Tier 2 Notes) of Designated Institutions to bail-in, in accordance with their statutory hierarchy in Resolution ("**Statutory Bail-in**"). SBG is a Designated Institution and is therefore subject to the Resolution Framework.

Tier 2 Contractual Bail-in may be effected by the Prudential Authority outside of Resolution, and not by the Resolution Authority in accordance with the RSA Bail-in Powers of the Resolution Authority. Statutory Bail-in, by contrast, can only be exercised by the Resolution Authority and only once a Designated Institution has been placed in Resolution. There is no assurance that when effecting Tier 2 Contractual Bail-in, the Prudential Authority will do so in accordance with the statutory hierarchy in Resolution. The Prudential Authority may consider, among other considerations, the following factors when applying its discretion to apply Tier 2 Contractual Bail-in:

- the SARB's considerations, including financial stability, market confidence, and the Resolution plans of the banking group;
- the need for broader support measures;

- the absorption of losses before taxpayers or ordinary depositors are exposed to loss; and
- the probability of success of the application Tier 2 Contractual Bail-in.

Importantly, the Prudential Authority may not exercise any such power to effect a Tier 2 Contractual Bail-in without the concurrence of the Resolution Authority as prescribed in section 166D(1)(k) of the Financial Sector Regulation Act and any exercise of such power without the concurrence of the Resolution Authority is void under section 166D(2) of the Financial Sector Regulation Act.

The Prudential Authority provided guidance in relation to loss absorption for Additional Tier 1 Capital and Tier 2 Capital instruments in Directive 5 of 2024 (Loss absorbency requirements for additional tier 1 and tier 2 capital instruments) issued on 22 October 2024 ("**Directive 5/2024**"). Directive 5/2024 replaced Guidance Note 6 of 2017 published on 14 August 2017.

Directive 5/2024 indicates that Tier 2 Contractual Bail-in and Statutory Bail-in will co-exist since it is not intended that the statutory provisions under the Resolution Framework relating to Statutory Bail-in replace Tier 2 Contractual Bail-in. This is reinforced in paragraph 2.4.4 of Directive 5/2024, which clarifies that the Tier 2 Point of Non-Viability and the "point of resolution" are distinct concepts, even though they may occur simultaneously in some cases.

In accordance with Directive 5/2024, in exercising its discretion to apply Tier 2 Contractual Bail-in to Tier 2 Capital Securities, such as the Tier 2 Notes, the Prudential Authority may consider a range of factors, including:

- the SARB's broader resolution strategy and its considerations relating to financial stability, market confidence, and the resolution plans of the banking group;
- the need for broader support measures to stabilise the institution;
- the principle that losses should be absorbed by investors before taxpayers or ordinary depositors are exposed to loss; and
- the probability of success of the resolution strategy.

Directive 5/2024 requires banks and controlling companies to clearly indicate, in the contractual terms and conditions of any Tier 2 Capital Securities issued, whether such instruments would be either written-off or converted into the most subordinated form of equity of the bank and/or its controlling company at the occurrence of a trigger event determined at the Prudential Authority's discretion, as envisaged in the Tier 2 Capital Rules.

The Tier 2 Conditions accordingly provide for the Write-off of the Tier 2 Notes (or a part thereof), in accordance with the Tier 2 Capital Rules, as the Prudential Authority may require upon the occurrence of a Non-Viability Event. See Condition 9 (*Loss Absorption Following a Non-Viability Event*) of the Tier 2 Conditions for further details.

Directive 5/2024 indicates that, in terms of ranking, Additional Tier 1 Capital instruments will be converted or written off (as applicable) prior to any conversion or write-off (as applicable) of Tier 2 Capital instruments. Directive 5/2024 further requires banks and controlling companies to clearly indicate in their respective issuing documentation or contractual terms and conditions of Tier 2 Capital Securities that such instruments could be subject to Statutory Bail-in. The Tier 2 Conditions accordingly include a provision wherein Noteholders and the Trustee acknowledge that the Notes may be subject to Tier 2 Contractual Bail-in at a Tier 2 Point of Non-Viability outside of Resolution or subject to Statutory Bail-in in Resolution. See Condition 9(c) (*Acknowledgement of contractual bail-in upon the occurrence of a Non-Viability Event or statutory bail-in pursuant to the RSA Bail-in Power in Resolution*) of the Tier 2 Conditions for further details.

Whether through the Tier 2 Contractual Bail-in provisions set out in Condition 9 (*Loss Absorption Following a Non-Viability Event*) of the Tier 2 Conditions or the Statutory Bail-in provisions under the Resolution Framework as contemplated in Condition 5 (*Recognition of RSA Bail-in Powers*) of the Tier 2 Conditions, Noteholders should be aware that there is a possibility of losing some or all of their investment. Furthermore, Noteholders may be subject to a Write-off pursuant to Tier 2 Contractual Bail-in outside of Resolution upon

the occurrence of a Non-Viability Event (without requiring the consent of such Noteholders), in which event the "no creditor worse off" rule and the creditor hierarchy under the Resolution Framework would not apply in relation to a Write-off pursuant to Tier 2 Contractual Bail-in outside of Resolution upon the occurrence of a Non-Viability Event. Consequently, the exercise of any such powers by the Prudential Authority and/or the Resolution Authority or any suggestion of such exercise could materially adversely affect the price or value of a Noteholder's investment in Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

In addition, where SBG's financial condition deteriorates, the existence or the actual exercise of RSA Bail-in Power, or the taking of any Resolution Action by the Resolution Authority could cause the market price or value of the Tier 2 Notes to decline more rapidly than would be the case in the absence of such powers. As a result, Holders of Tier 2 Notes could lose all or a substantial part of their investment in the Tier 2 Notes.

As a consequence, Holders of Tier 2 Notes bear significantly more risk than Holders of Senior Notes or Flac Notes and could lose all or a significant part of their investments if SBG were to become subject to a Resolution or a Winding-Up.

Statutory Loss Absorption at the Point of Non-Viability of the relevant Issuer in respect of the Tier 2 Notes

While neither the Financial Sector Regulation Act nor the Banks Act presently contemplate a Statutory Loss Absorption Regime, if an enforceable Statutory Loss Absorption Regime were to be implemented in South Africa and the Tier 2 Notes are subject to such Statutory Loss Absorption Regime upon the occurrence of a Non-Viability Event, then the Issuer, if so specified in the relevant Final Terms, has the option (unless the application of the Statutory Loss Absorption Regime to the Tier 2 Notes is mandatory) at any time by written notice (the "**Amendment Notice**") to the Holders of the Tier 2 Notes, to elect that the Non-Viability Loss Absorption Condition shall cease to apply and that the Statutory Loss Absorption Regime will apply to the Tier 2 Notes from the date specified in the Amendment Notice (the "**Amendment Date**"), being a date no earlier than the date on which the Statutory Loss Absorption Regime takes effect (the "**Amendment Option**"). If the Issuer exercises the Amendment Option, the Non-Viability Loss Absorption Condition will cease to apply, and the Tier 2 Notes will be subject to such minimum requirements of the Statutory Loss Absorption Regime required to ensure that the Tier 2 Notes continue to qualify as Tier 2 Capital with effect from the Amendment Date. If the Amendment Option is not specified in the relevant Final Terms or if the Amendment Option is specified in the relevant Final Terms but is not exercised by the Issuer, then (unless the application of the Statutory Loss Absorption Regime to the Tier 2 Notes is mandatory) the Tier 2 Notes will not be subject to the Statutory Loss Absorption Regime and the Non-Viability Loss Absorption Condition will continue to apply to the Tier 2 Notes.

Tier 2 Notes will be unsecured and subordinated to certain of SBG's obligations and as a result, Holders of Tier 2 Notes generally face an increased performance risk and default risk compared to Holders of Senior Notes or Flac Notes or holders of other senior liabilities and an increased risk of loss in the event of SBG's Winding-Up or Resolution

In order to be eligible to satisfy the Tier 2 Capital Rules in relation to SBG, the payment obligations of SBG under the Tier 2 Notes will be unsecured and will rank behind the claims of all creditors of SBG (a) who are unsubordinated creditors of SBG (including the Holders of Senior Notes), and (b) whose claims are or are expressed to be subordinated (whether only in the event of a Winding-Up of SBG or otherwise) to the claims of other creditors of SBG (other than those creditors of SBG whose claims are claims under, or in respect of, Junior Securities (as defined in the Tier 2 Conditions)) (collectively, "**Tier 2 Priority Claims**").

In the event that SBG is subject to a Winding-Up, voluntarily or involuntarily, all claims in respect of the Tier 2 Notes will rank junior to the claims of all Senior Creditors (as defined in the Tier 2 Conditions) of the Issuer. If, in a Winding-Up of SBG, the assets of the Issuer are insufficient to enable SBG to repay the Tier 2 Priority Claims (including the claims of the Holders of Senior Notes and Flac Notes) in full, the Noteholders will lose their entire investment in the Tier 2 Notes. If there are sufficient assets to enable SBG to pay the Tier 2 Priority Claims in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Tier 2 Notes and all other claims that rank pari passu with the Tier 2 Notes, the

Noteholders will lose all or some (which may be substantially all) of their investment in the Tier 2 Notes. For the avoidance of doubt, the holders of the Tier 2 Notes shall have no claim in respect of the surplus assets (if any) of SBG remaining in any Winding-Up following payment of all amounts due in respect of the liabilities of the Issuer.

In the event of the Resolution of SBG under the Resolution Framework, the claims of the Holders under the Tier 2 Notes will be bailed in before the Tier 2 Priority Claims.

As a result, the performance and default risk in relation to the Tier 2 Notes will be higher than the risk associated with Tier 2 Priority Claims. Consequently, although Tier 2 Notes may pay a higher rate of interest than notes which are not subordinated or notes which are subordinated but rank senior to Tier 2 Notes, there is a greater risk that an investor in Tier 2 Notes will lose all or some of its investment should SBG become insolvent and either (a) subject to Resolution under the Resolution Framework and the Tier 2 Notes become subject to the application of the RSA Bail-in Power or (ii) subject to a Winding-Up. As a result, Holders of Tier 2 Notes face a significantly enhanced performance and default risk compared to holders of Tier 2 Priority Claims.

If SBG's financial condition deteriorates such that there is an increased risk that a Winding-Up or Resolution of the Issuer may occur, such circumstances can be expected to have a material adverse effect on the market price of the Tier 2 Notes. Noteholders may find it difficult to sell their Tier 2 Notes in such circumstances, or may only be able to sell their Tier 2 Notes at a price which may be significantly lower than the price at which they purchased their Tier 2 Notes. In such a sale, Noteholders may lose some or substantially all of their investment in the Tier 2 Notes, whether or not a Winding-Up or Resolution of the Issuer occurs.

As SBG is a holding company, investors in the Tier 2 Notes will be structurally subordinated to creditors of SBG's operating subsidiaries

SBG is a holding company and conducts substantially all of its operations through its Subsidiaries. The claims of the Noteholders under the Tier 2 Notes will be structurally subordinated to he claims of creditors of SBG's subsidiaries (in addition to being subordinated within SBG's creditor hierarchy as described above under "*Tier 2 Notes will be unsecured and subordinated to certain of SBG's obligations and as a result, Holders of Tier 2 Notes generally face an increased performance risk and default risk compared to Holders of Senior Notes or Flac Notes or holders of other senior liabilities and an increased risk of loss in the event of SBG's Winding-Up or Resolution*"). SBG's rights to participate in the assets of any of its Subsidiaries if such Subsidiary is liquidated will be subject to the prior claims of such Subsidiary's creditors (including subordinated creditors) and any preference shareholders (if any), except in the limited circumstance where the Issuer is a creditor of such subsidiary with claims that are recognised to be ranked ahead of or pari passu with such claims. SBG's Subsidiaries are separate and distinct legal entities, and have no obligation to pay any amounts due or to provide SBG with funds to meet any of the Issuer's payment obligations under the Tier 2 Notes.

The ability of SBG's Subsidiaries to pay dividends and SBG's ability to receive distributions and other payments from SBG's investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements and/or expectations, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends, distributions and other payments to SBG by SBG's Subsidiaries, which could restrict the relevant Issuer's ability to make payments on the Tier 2 Notes.

Payment of any amounts of principal and interest in respect of Tier 2 Notes will be Written-off upon the occurrence of a Non-Viability Event

Upon the occurrence of a Non-Viability Event (as defined in the Tier 2 Conditions), Tier 2 Notes will be cancelled (in the case of a Write-off in whole) or written-off in part on a pro rata basis (in the case of a Write-off in part) in accordance with the Tier 2 Capital Rules (as defined in the Tier 2 Conditions). Further to such cancellation or Write-off, Holders of Tier 2 Notes will no longer have any rights against SBG with respect to any amounts cancelled or written off and SBG shall not be obliged to pay compensation in any form to holders of Tier 2 Notes. Furthermore, any such cancellation or Write-off will not constitute an event of

default or any other breach of SBG's obligations, or a failure to perform by SBG, under the Tier 2 Conditions and will not entitle the Noteholders to petition or apply for the Winding-Up of SBG.

A Non-Viability Event will occur when the Relevant Regulator has notified SBG that it has determined that a "trigger event" as specified in the Tier 2 Capital Rules has occurred. A trigger event in relation to Tier 2 instruments in the Tier 2 Capital Rules is described as being, at a minimum, the earlier of:

(a) a decision that a write-off, without which SBG would become non-viable, is necessary, as determined and notified by the relevant regulator; or

(b) a decision to make a public sector injection of capital, or equivalent support, without which SBG would have become non-viable, as determined and notified by the relevant regulator.

The occurrence of a Non-Viability Event is therefore inherently unpredictable and depends on a number of factors, many of which are outside of SBG's control.

Waiver of set-off and netting

The Holders of the Tier 2 Notes are not permitted to exercise any right of set-off, netting, counterclaim, compensation or retention in relation to the Tier 2 Notes and are deemed to have waived any such rights insofar as permitted by Applicable Law. Therefore, (subject to Applicable Law) Holders of Tier 2 Notes will not be entitled to set-off or net SBG's obligations under the Tier 2 Notes against obligations owed by them to SBG. Holders of Tier 2 Notes may therefore be required to initiate separate proceedings to recover amounts in respect of any counterclaim and may receive a lower recovery in the event of a Winding-Up or Resolution of SBG than if set-off, netting counterclaim, compensation or retention were permitted.

There are no events of default under the Tier 2 Conditions and the remedies available to Holders of the Tier 2 Notes are limited

The Tier 2 Conditions do not provide for events of default allowing for the acceleration of the Tier 2 Notes if certain events occur. Accordingly, if SBG fails to meet any obligations to pay any interest or principal under the Tier 2 Notes, Holders of Tier 2 Notes will not be able to accelerate the payment of principal. Upon a payment default, the sole remedy available to Holders of the Tier 2 Notes for the recovery of amounts owing in respect of any payment of principal or interest on the Tier 2 Notes will be, subject to the Tier 2 Capital Rules and section 166D of the Financial Sector Regulation Act and unless there has been an Extraordinary Resolution or an Extraordinary Written Resolution of the Holders of the Tier 2 Notes to the contrary, the institution of proceedings for the Winding-Up of SBG. If SBG breaches any other obligation under the Tier 2 Notes (other than a payment obligation), then any Holder of the Tier 2 Notes may bring such proceedings as it deems fit to enforce the obligation in question. Only if an order of court is made or an effective resolution is passed for the Winding-Up of SBG (other than pursuant to a Solvent Reconstruction) will Holders of Tier 2 Notes be able to declare (upon written notice) the Tier 2 Notes immediately due and payable. Notwithstanding the foregoing, SBG will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Consequently, the remedies under the Tier 2 Notes are more limited than those typically available to SBG’s unsubordinated creditors.

Substitution or Variation of Tier 2 Notes by SBG upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law without consent from Holders of Tier 2 Notes may result in the terms of such Tier 2 Notes being less favourable

Upon the occurrence and continuation of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or, if specified in the relevant Final Terms, a Change in Law (each as defined in the Tier 2 Conditions), SBG may, subject as provided in Condition 10(j) (*Substitution or Variation*) of the Tier 2 Conditions and without the need for any consent of the Noteholders, substitute all (but not some only) of any Series of Tier 2 Notes, or vary the terms of all (but not only some) such Tier 2 Notes so that they remain or, as appropriate, become, Qualifying Tier 2 Securities (as defined in the Tier 2 Conditions). While SBG cannot make changes to the terms of Tier 2 Notes that are materially less favourable to the Holders of the relevant

Tier 2 Notes, no assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax consequences of holding such substituted or varied Tier 2 Notes could be different for some categories of Holders from the tax consequences for them of holding the Tier 2 Notes prior to such substitution or variation.

Early Redemption of Tier 2 Notes upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law

Upon the occurrence and continuation of a Capital Disqualification Event, Tax Event (Gross up), Tax Event (Deductibility) or, if specified in the relevant Final Terms, a Change in Law (each as defined in the Tier 2 Conditions), but (other than in respect of a Capital Disqualification Event) subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Tier 2 Conditions, SBG may, at its option, redeem all (but not some only) of the Tier 2 Notes at the Early Redemption Amount as specified in, or determined in the manner specified in, the applicable Final Terms. Noteholders will not receive a make-whole amount or any other compensation in the event of any early redemption of the Tier 2 Notes.

It is not possible to predict whether a Capital Disqualification Event, Tax Event (Gross up), Tax Event (Deductibility) or (if applicable) a Change in Law will occur, and if so whether or not the Issuer will satisfy the conditions, or elect, to redeem the Tier 2 Notes. The Issuer may be more likely to exercise any option available to it to redeem the Tier 2 Notes in circumstances where its funding costs would be lower than the prevailing interest rate payable in respect of the Tier 2 Notes.

The yields received upon redemption may be lower than expected, and the redemption amount of the Tier 2 Notes may be lower than the purchase price for the Tier 2 Notes paid by the Holder of Tier 2 Notes. As a consequence, the Holder of Tier 2 Notes may not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Tier 2 Notes.

Voluntary early redemption at the option of SBG

If "Call Option" is specified in the relevant Final Terms as being applicable, SBG may, in its sole discretion, but (if applicable) subject to certain regulatory pre-conditions (see Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Tier 2 Conditions, redeem the Tier 2 Notes in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) such date. Additionally, if "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, SBG will have the option to exercise a clean-up call in accordance with Condition 10(e) (*Issuer clean up call option*) of the Tier 2 Conditions if, at any time, the outstanding Current Principal Amount of the Tier 2 Notes is the Clean Up Call Percentage (being 25 per cent. or such other percentage as may be specified in the relevant Final Terms) or less of the aggregate principal amount of the Tier 2 Notes originally issued (and for these purposes, any further Tier 2 Notes issued pursuant to Condition 18 (*Further Issues*) of the Tier 2 Conditions and consolidated with the Tier 2 Notes as part of the same Series shall be deemed to have been originally issued).

An optional redemption feature is likely to limit the market value of the Tier 2 Notes. During any period when SBG may elect to redeem the Tier 2 Notes, the market value of the Tier 2 Notes generally will not rise substantially above the price at which they can be redeemed. This may also be the case prior to any such period.

It is not possible to predict whether the clean-up call option (if applicable) may become available to SBG, and if so whether or not SBG will satisfy the conditions, or elect, to redeem the Tier 2 Notes. The Issuer may be more likely to exercise any option available to it to redeem the Tier 2 Notes in circumstances where its funding costs would be lower than the prevailing interest rate payable in respect of the Tier 2 Notes.

If SBG redeems the Tier 2 Notes at any of the times or in any of the circumstances mentioned above, there is a risk that the Tier 2 Notes may be redeemed at times when the redemption proceeds are less than the

current market value of the Tier 2 Notes or when prevailing interest rates may be relatively low, in which latter case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

Early redemption and purchase of the Tier 2 Notes may be restricted

Any early redemption or purchase of Tier 2 Notes is subject to compliance by SBG with any conditions or restrictions to such redemption or repurchase prescribed by the Tier 2 Capital Rules as in force at the relevant time. See Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Tier 2 Conditions. The outcome may not necessarily reflect the commercial intention of SBG or the commercial expectations of holders of Tier 2 Notes and this may have an adverse impact on the market value of such Tier 2 Notes.

The Tier 2 Conditions contain no negative pledge and SBG is not prohibited from issuing further debt which may rank pari passu with or senior to the Tier 2 Notes

There is no negative pledge in respect of the Tier 2 Notes under the Tier 2 Conditions. In addition, there is no restriction on the amount of securities or indebtedness that SBG may issue or incur which ranks senior to, or pari passu with, Tier 2 Notes. The issue of any such securities or indebtedness may reduce the amount recoverable by holders of Tier 2 Notes on a Winding-Up, or in the Resolution of, SBG.

The investment in, and disposal or Write-off of, Tier 2 Notes upon the occurrence of a Non-Viability Event or the investment in, and disposal, write-off or conversion of, Tier 2 Notes in Resolution may have tax consequences in the hands of Holders of Tier 2 Notes, SBG or both

The (a) investment in, and disposal or write-off upon the occurrence a Non-Viability Event in respect of, Tier 2 Notes, or (b) the investment in, and disposal, write-off or conversion of in Resolution in respect of, Tier 2 Notes, may have tax consequences in the hands of Holders of the Tier 2 Notes, SBG or both. As any such potential consequence depends on various factors, prospective investors in Tier 2 Notes are strongly advised to consult their own professional advisers as to the tax consequence of investing in Tier 2 Notes, and particularly as to whether a disposal, write-off or conversion of Tier 2 Notes upon the occurrence of a Non-Viability Event or in Resolution, as the case may be, will result in a tax liability.

SBG will not be required to gross up payments of principal in the event of any withholding or deduction for or on account of Taxes

All payments of principal, interest and any other amounts by or on behalf of the Issuer in respect of the Tier 2 Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future Taxes imposed or levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless the withholding or deduction of the Taxes is required by law. While, in the event of any such withholding or deduction on payments of interest, SBG may (subject as provided in Condition 12(a) (*Gross up*) of the Tier 2 Conditions) be required to pay Additional Amounts to Noteholders, no such Additional Amounts will be payable in the event of any such withholding or deduction in respect of payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal (or any other amounts, other than interest) under the Tier 2 Notes, Noteholders would receive less than the full amount due under the Tier 2 Notes and the market value of the Tier 2 Notes may be adversely affected.

Risks relating to Additional Tier 1 Notes

The risk factors relating to Additional Tier 1 Notes described below should be read together with the general risk factors relating to the Notes described above.

Additional Tier 1 Notes are complex instruments that may not be suitable for certain investors

Additional Tier 1 Notes are novel and complex financial instruments and may not be a suitable investment for certain investors. Each potential investor in the Additional Tier 1 Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Additional Tier 1 Notes, including the possibility that the entire

principal amount of the Additional Tier 1 Notes could be lost. A potential investor should not invest in the Additional Tier 1 Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Additional Tier 1 Notes will perform under changing conditions, the resulting effects on the market value of the Additional Tier 1 Notes, and the impact of this investment on the potential investor's overall investment portfolio.

The Additional Tier 1 Notes may be subject to Write-off at the Point of Non-Viability in respect of Additional Tier 1 Notes of SBG (Contractual Bail-in) or write down, write-off or conversion to equity (i.e. bail-in) at the Point of Resolution of SBG (Statutory Bail-in)

The Additional Tier 1 Capital Rules require that in order for the proceeds of an issuance of Additional Tier 1 Capital Securities, such as the Additional Tier 1 Notes, to qualify as Additional Tier 1 Capital, the terms and conditions of such Additional Tier 1 Capital Securities must contain a contractual provision that requires such Additional Tier 1 Capital Securities, at the option of the Prudential Authority, to either be (as specified in the terms and conditions of such Additional Tier 1 Capital Securities) written off or converted into the most subordinated form of equity upon the occurrence of the trigger event specified in writing by the Prudential Authority (unless duly enforceable legislation is in place) that:

(a) requires such Additional Tier 1 Capital Securities to be written off or converted (as applicable) upon the occurrence of the aforesaid trigger event; or

(b) otherwise requires such Additional Tier 1 Capital Securities to fully absorb losses before taxpayers or ordinary depositors are exposed to loss,

and the relevant bank or controlling company complies with such further requirements as may be directed by the Prudential Authority in writing.

The trigger event for Additional Tier 1 Capital Securities (the "**Additional Tier 1 Point of Non-Viability**") which are accounted for:

(a) as equity will be the occurrence of the "trigger event" specified in writing by the Prudential Authority, provided that, as a minimum, that "trigger event" must be the earlier of: (i) a decision that a write-off, without which the issuing bank or controlling company would become non-viable, is necessary, as determined by the Prudential Authority, or (ii) the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank or controlling company would have become non-viable, as determined by the Prudential Authority; and

(b) as liabilities will be the first to occur of the following events:

  (i) the occurrence of the "trigger event" specified in writing by the Prudential Authority, provided that, as a minimum, that "trigger event" must be the earlier of: (A) a decision that a write-off, without which the issuing bank or controlling company would become non-viable, is necessary, as determined by the Prudential Authority, or (B) the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank or controlling company would have become non-viable, as determined by the Prudential Authority; and

  (ii) the Common Equity Tier 1 Capital Ratio of SBG equals or falls below 5.875 per cent. (or such other percentage determined by the Prudential Authority from time to time in order for the Additional Tier 1 Notes to qualify as Additional Tier 1 Capital).

Under the Additional Tier 1 Conditions, and in accordance with the Additional Tier 1 Capital Rules, the Prudential Authority has the power to trigger contractual Write-off of the Additional Tier 1 Notes at the Additional Tier 1 Point of Non-Viability, i.e. where the Prudential Authority determines it necessary to prevent SBG from becoming non-viable or when public sector support would be required to prevent failure ("**Additional Tier 1 Contractual Bail-in**").

However, under the Financial Sector Regulation Act, a Designated Institution can be placed into Resolution by the Minister of Finance, acting on the recommendation of the Resolution Authority, where the Resolution

Authority is of the opinion that the Designated Institution is, or will likely be, unable to meet its obligations, irrespective of whether or not the Designated Institution is insolvent, and the Resolution of the Designated Institution is necessary to maintain financial stability or, in the case of a bank or a member of a group of companies of which a bank is a member, to protect the depositors of the bank. The Financial Sector Regulation Act therefore provides for the RSA Bail-in Powers under the Resolution Framework for Designated Institutions that will subject most types of debt (including the Additional Tier 1 Notes) of Designated Institutions to bail-in, in accordance with Statutory Bail-in. SBG is a Designated Institution and is therefore subject to the Resolution Framework.

Additional Tier 1 Contractual Bail-in may be effected by the Prudential Authority outside of Resolution, and not by the Resolution Authority in accordance with the RSA Bail-in Powers of the Resolution Authority. Statutory Bail-in, by contrast, can only be exercised by the Resolution Authority and only once a Designated Institution has been placed in Resolution. There is no assurance that when effecting Additional Tier 1 Contractual Bail-in, the Prudential Authority will do so in accordance with the statutory hierarchy in Resolution. The Prudential Authority may consider, among other considerations, the following factors when applying its discretion to apply Additional Tier 1 Contractual Bail-in:

- the SARB's considerations, including financial stability, market confidence, and the Resolution plans of the banking group;
- the need for broader support measures;
- the absorption of losses before taxpayers or ordinary depositors are exposed to loss; and
- the probability of success of the application of Additional Tier 1 Contractual Bail-in.

Importantly, the Prudential Authority may not exercise any such power to effect a Additional Tier 1 Contractual Bail-in without the concurrence of the Resolution Authority as prescribed in section 166D(1)(k) of the Financial Sector Regulation Act and any exercise of such power without the concurrence of the Resolution Authority is void under section 166D(2) of the Financial Sector Regulation Act.

The Prudential Authority provided guidance in relation to loss absorption for Additional Tier 1 Capital and Additional Tier 1 Capital instruments in Directive 5/2024. Directive 5/2024 replaced Guidance Note 6 of 2017 published on 14 August 2017.

Directive 5/2024 indicates that Additional Tier 1 Contractual Bail-in and Statutory Bail-in will co-exist since it is not intended that the statutory provisions under the Resolution Framework relating to Statutory Bail-in replace Additional Tier 1 Contractual Bail-in. This is reinforced in paragraph 2.4.4 of Directive 5/2024, which clarifies that the Additional Tier 1 Point of Non-Viability and the "point of resolution" are distinct concepts, even though they may occur simultaneously in some cases.

In accordance with Directive 5/2024, in exercising its discretion to apply Additional Tier 1 Contractual Bail-in to Additional Tier 1 Capital Securities the Prudential Authority may consider a range of factors, including:

- the SARB's broader resolution strategy and its considerations relating to financial stability, market confidence, and the resolution plans of the banking group;
- the need for broader support measures to stabilise the institution;
- the principle that losses should be absorbed by investors before taxpayers or ordinary depositors are exposed to loss; and
- the probability of success of the resolution strategy.

Directive 5/2024 indicates that, in terms of ranking, Additional Tier 1 Capital instruments will be converted or written off (as applicable) prior to any conversion or write-off (as applicable) of Tier 2 Capital instruments. Directive 5/2024 requires banks and controlling companies to clearly indicate, in the contractual terms and conditions of any Additional Tier 1 Capital Securities issued, whether such instruments would be either written-off or converted into the most subordinated form of equity of the bank and/or its controlling company

at the occurrence of a trigger event determined at the Prudential Authority's discretion, as envisaged in the Additional Tier 1 Capital Rules.

The Additional Tier 1 Conditions accordingly provide for the Write-off of the Additional Tier 1 Notes (or a part thereof), in accordance with the Additional Tier 1 Capital Rules, as the Prudential Authority may require upon the occurrence of a Non-Viability Event. See Condition 10 (*Loss Absorption Following a Non-Viability Event*) of the Additional Tier 1 Conditions for further details.

Directive 5/2024 further requires banks and controlling companies to clearly indicate in their respective issuing documentation or contractual terms and conditions of Additional Tier 1 Capital Securities that such instruments could be subject to Statutory Bail-in. The Additional Tier 1 Conditions accordingly include a provision wherein Noteholders and the Trustee acknowledge that the Notes may be subject to Additional Tier 1 Contractual Bail-in at an Additional Tier 1 Point of Non-Viability outside of Resolution or subject to Statutory Bail-in in Resolution. See Condition 10(c) (*Acknowledgement of contractual bail-in upon the occurrence of a Non-Viability Event or statutory bail-in pursuant to the RSA Bail-in Power in Resolution*) of the Additional Tier 1 Conditions for further details.

Whether through the Additional Tier 1 Contractual Bail-in provisions set out in Condition 10 (*Loss Absorption Following a Non-Viability Event*) of the Additional Tier 1 Conditions or the Statutory Bail-in provisions under the Resolution Framework as contemplated in Condition 5 (*Recognition of RSA Bail-in Powers*) of the Additional Tier 1 Conditions, Noteholders should be aware that there is a possibility of losing some or all of their investment. Furthermore, Noteholders may be subject to a Write-off pursuant to Additional Tier 1 Contractual Bail-in outside of Resolution upon the occurrence of a Non-Viability Event (without requiring the consent of such Noteholders), in which event the "no creditor worse off" rule and the creditor hierarchy under the Resolution Framework would not apply in relation to a Write-off pursuant to Additional Tier 1 Contractual Bail-in outside of Resolution upon the occurrence of a Non-Viability Event. Consequently, the exercise of any such powers by the Prudential Authority and/or the Resolution Authority or any suggestion of such exercise could materially adversely affect the price or value of a Noteholder's investment in Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

In addition, where SBG's financial condition deteriorates, the existence or the actual exercise of RSA Bail-in Power, or the taking of any Resolution Action by the Resolution Authority could cause the market price or value of the Additional Tier 1 Notes to decline more rapidly than would be the case in the absence of such powers. As a result, Holders of Additional Tier 1 Notes could lose all or a substantial part of their investment in the Additional Tier 1 Notes.

As a consequence, Holders of Additional Tier 1 Notes bear significantly more risk than Holders of Senior Notes, Flac Notes or Tier 2 Notes and could lose all or a significant part of their investments if SBG were to become subject to a Resolution or a Winding-Up.

Statutory Loss Absorption at the Point of Non-Viability of the relevant Issuer in respect of the Additional Tier 1 Notes

While neither the Financial Sector Regulation Act nor the Banks Act presently contemplate a Statutory Loss Absorption Regime, if an enforceable Statutory Loss Absorption Regime were to be implemented in South Africa and the Additional Tier 1 Notes are subject to such Statutory Loss Absorption Regime upon the occurrence of a Non-Viability Event, then the Issuer, if so specified in the relevant Final Terms, has the option (unless the application of the Statutory Loss Absorption Regime to the Additional Tier 1 Notes is mandatory) at any time by written notice (the "**Amendment Notice**") to the Holders of the Additional Tier 1 Notes, to elect that the Non-Viability Loss Absorption Condition shall cease to apply and that the Statutory Loss Absorption Regime will apply to the Additional Tier 1 Notes from the date specified in the Amendment Notice (the "**Amendment Date**"), being a date no earlier than the date on which the Statutory Loss Absorption Regime takes effect (the "**Amendment Option**"). If the Issuer exercises the Amendment Option, the Non-Viability Loss Absorption Condition will cease to apply, and the Additional Tier 1 Notes will be subject to such minimum requirements of the Statutory Loss Absorption Regime required to ensure that the Additional Tier 1 Notes continue to qualify as Additional Tier 1 Capital with effect from the Amendment

Date. If the Amendment Option is not specified in the relevant Final Terms or if the Amendment Option is specified in the relevant Final Terms but is not exercised by the Issuer, then (unless the application of the Statutory Loss Absorption Regime to the Additional Tier 1 Notes is mandatory) the Additional Tier 1 Notes will not be subject to the Statutory Loss Absorption Regime and the Non-Viability Loss Absorption Condition will continue to apply to the Additional Tier 1 Notes.

Additional Tier 1 Notes will be unsecured and subordinated to certain of SBG's obligations and as a result, Holders of Additional Tier 1 Notes generally face an increased performance risk and default risk compared to Holders of Senior Notes, Flac Notes or Tier 2 Notes or holders of other senior liabilities and an increased risk of loss in the event of SBG's Winding-Up or Resolution

In order to be eligible to satisfy the Additional Tier 1 Capital Rules in relation to SBG, the payment obligations of SBG under the Additional Tier 1 Notes will be unsecured and will rank behind the claims of all creditors of SBG (a) who are unsubordinated creditors of SBG (including the Holders of Senior Notes), and (b) whose claims are or are expressed to be subordinated (whether only in the event of a Winding-Up of SBG or otherwise) to the claims of other creditors of SBG (other than those creditors of SBG whose claims are claims under, or in respect of, Junior Securities (as defined in the Additional Tier 1 Conditions)) (collectively, "**Additional Tier 1 Priority Claims**").

In the event that SBG is subject to a Winding-Up, voluntarily or involuntarily, all claims in respect of the Additional Tier 1 Notes will rank junior to the claims of all Senior Creditors (as defined in the Additional Tier 1 Conditions) of the Issuer. If, in a Winding-Up of SBG, the assets of the Issuer are insufficient to enable SBG to repay the Additional Tier 1 Priority Claims (including the claims of the Holders of Senior Notes, Flac Notes and Tier 2 Notes) in full, the Noteholders will lose their entire investment in the Additional Tier 1 Notes. If there are sufficient assets to enable SBG to pay the Additional Tier 1 Priority Claims in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Additional Tier 1 Notes and all other claims that rank pari passu with the Additional Tier 1 Notes, the Noteholders will lose all or some (which may be substantially all) of their investment in the Additional Tier 1 Notes. For the avoidance of doubt, the holders of the Additional Tier 1 Notes shall have no claim in respect of the surplus assets (if any) of SBG remaining in any Winding-Up following payment of all amounts due in respect of the liabilities of the Issuer.

In the event of the Resolution of SBG under the Resolution Framework, the claims of the Holders under the Additional Tier 1 Notes will be bailed in before the Additional Tier 1 Priority Claims.

As a result, the performance and default risk in relation to the Additional Tier 1 Notes will be higher than the risk associated with Additional Tier 1 Priority Claims. Consequently, although Additional Tier 1 Notes may pay a higher rate of interest (subject to SBG's right to cancel interest payments) than notes which are not subordinated or notes which are subordinated but rank senior to Additional Tier 1 Notes, there is a greater risk that an investor in Additional Tier 1 Notes will lose all or some of its investment should SBG become insolvent and either (a) subject to Resolution under the Resolution Framework and the Additional Tier 1 Notes become subject to the application of the RSA Bail-in Power or (ii) subject to a Winding-Up. As a result, Holders of Additional Tier 1 Notes face a significantly enhanced performance and default risk compared to holders of Additional Tier 1 Priority Claims.

If SBG's financial condition deteriorates such that there is an increased risk that a Winding-Up or Resolution of the Issuer may occur, such circumstances can be expected to have a material adverse effect on the market price of the Additional Tier 1 Notes. Noteholders may find it difficult to sell their Additional Tier 1 Notes in such circumstances, or may only be able to sell their Additional Tier 1 Notes at a price which may be significantly lower than the price at which they purchased their Additional Tier 1 Notes. In such a sale, Noteholders may lose some or substantially all of their investment in the Additional Tier 1 Notes, whether or not a Winding-Up or Resolution of the Issuer occurs.

As SBG is a holding company, investors in the Additional Tier 1 Notes will be structurally subordinated to creditors of SBG's operating subsidiaries

SBG is a holding company and conducts substantially all of its operations through its Subsidiaries. The claims of the Noteholders under the Additional Tier 1 Notes will be structurally subordinated to he claims of creditors of SBG's subsidiaries (in addition to being subordinated within SBG's creditor hierarchy as described above under "*Additional Tier 1 Notes will be unsecured and subordinated to certain of SBG's obligations and as a result, Holders of Additional Tier 1 Notes generally face an increased performance risk and default risk compared to Holders of Senior Notes or Flac Notes or holders of other senior liabilities and an increased risk of loss in the event of SBG's Winding-Up or Resolution*"). SBG's rights to participate in the assets of any of its Subsidiaries if such Subsidiary is liquidated will be subject to the prior claims of such Subsidiary's creditors (including subordinated creditors) and any preference shareholders (if any), except in the limited circumstance where the Issuer is a creditor of such subsidiary with claims that are recognised to be ranked ahead of or pari passu with such claims. SBG's Subsidiaries are separate and distinct legal entities, and have no obligation to pay any amounts due or to provide SBG with funds to meet any of the Issuer's payment obligations under the Additional Tier 1 Notes.

The ability of SBG's Subsidiaries to pay dividends and SBG's ability to receive distributions and other payments from SBG's investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements and/or expectations, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends, distributions and other payments to SBG by SBG's Subsidiaries, which could restrict the relevant Issuer's ability to make payments on the Additional Tier 1 Notes.

As a holding company, the level of SBG's distributable reserves and its available funding may be affected by a number of factors. Insufficient distributable reserves or funding may restrict SBG's ability to make interest payments on the Additional Tier 1 Notes

Should SBG pay any distribution or coupon in respect of an instrument or shares of which the proceeds rank as Additional Tier 1 Capital, such distribution or coupon must be paid out of the distributable reserves only as required by Regulation 38(11)(b)(vi)(D) of the Regulations Relating to Banks.

As a holding company, the level of SBG's distributable reserves is affected by a number of factors, principally its ability to receive funds, directly or indirectly, from its operating subsidiaries in a manner which creates distributable reserves for SBG. SBG is also reliant on the receipt of distributions from its Subsidiaries for funding SBG's payment obligations. Consequently, the level of SBG's distributable reserves and available funding, and therefore its ability to make interest payments on any Additional Tier 1 Notes, are a function of its existing distributable reserves, future Group profitability, the ability of SBG's operating Subsidiaries to distribute or pay dividend profits up the Group structure to SBG and other factors such as the amount and availability of such profits and how they are calculated in accordance with accounting rules including the valuation of investment in Subsidiaries. In addition, SBG's distributable reserves available for making payments to Noteholders may also be adversely affected by the servicing of other instruments issued by SBG or by Subsidiaries in the Group.

The level of relevant Issuer's distributable reserves may be further affected by changes to regulation or the requirements and expectations of applicable regulatory authorities.

Further, SBG's distributable reserves and its available funding, and therefore its ability to make interest payments, may be adversely affected by the performance of the Group's business in general, factors affecting its financial position (including capital and leverage), the economic environment in which the Group operates and other factors outside of SBG's control (see "*Risk Factors – Risks relating to the Issuers*" for further detail). In addition, adjustments to earnings, as determined by SBG's board of directors, may fluctuate significantly and may materially adversely affect distributable reserves. SBG shall not make an interest payment on the Additional Tier 1 Notes on any Interest Payment Date ((as defined in the Additional Tier 1 Conditions) and such interest payment shall therefore be deemed to have been cancelled and thus shall not

be due and payable on such Interest Payment Date) if the level of distributable reserves is insufficient to fund that payment. In addition, if SBG's ability to receive distributions from its Subsidiaries is restricted and alternative sources of funding are not available, SBG may exercise its discretion to cancel interest payments in respect of the Additional Tier 1 Notes. Cancelled interest shall not be due and shall not accumulate or be payable at any time thereafter and a Noteholder shall have no rights thereto.

Payment of any amounts of principal and interest in respect of Additional Tier 1 Notes will be Written-off upon the occurrence of a Non-Viability Event

Upon the occurrence of a Non-Viability Event (as defined in the Additional Tier 1 Conditions), Additional Tier 1 Notes will be cancelled (in the case of a Write-off in whole) or written-off in part on a pro rata basis (in the case of a Write-off in part) in accordance with the Additional Tier 1 Capital Rules (as defined in the Additional Tier 1 Conditions). Further to such cancellation or Write-off, Holders of Additional Tier 1 Notes will no longer have any rights against SBG with respect to any amounts cancelled or written off and SBG shall not be obliged to pay compensation in any form to holders of Additional Tier 1 Notes. Furthermore, any such cancellation or Write-off will not constitute an event of default or any other breach of SBG's obligations, or a failure to perform by SBG, under the Additional Tier 1 Conditions and will not entitle the Noteholders to petition or apply for the Winding-Up of SBG.

A Non-Viability Event will occur when the Relevant Regulator has notified SBG that it has determined that a "trigger event" as specified in the Additional Tier 1 Capital Rules has occurred. A trigger event in relation to Additional Tier 1 instruments in the Additional Tier 1 Capital Rules is described as being, at a minimum, for Additional Tier 1 Capital instruments which are accounted for:

(a) as equity, the occurrence of the "trigger event" specified in writing by the Prudential Authority, provided that, as a minimum, that "trigger event" must be the earlier of: (i) a decision that a write-off, without which the issuing bank or controlling company would become non-viable, is necessary, as determined by the Prudential Authority, or (ii) the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank or controlling company would have become non-viable, as determined by the Prudential Authority; and

(b) as liabilities, first to occur of the following events:

(i) the occurrence of the "trigger event" specified in writing by the Prudential Authority, provided that, as a minimum, that "trigger event" must be the earlier of: (A) a decision that a write-off, without which the issuing bank or controlling company would become non-viable, is necessary, as determined by the Prudential Authority, or (B) the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank or controlling company would have become non-viable, as determined by the Prudential Authority; and

(ii) the Common Equity Tier 1 Capital Ratio of SBG equals or falls below 5.875 per cent. (or such other percentage determined by the Prudential Authority from time to time in order for the Additional Tier 1 Notes to qualify as Additional Tier 1 Capital).

The occurrence of a Non-Viability Event is therefore inherently unpredictable and depends on a number of factors, many of which are outside of SBG's control. The Common Equity Tier 1 Capital Ratio (as defined in the Additional Tier 1 Conditions) of SBG can be expected to fluctuate on an on-going basis and could be affected by one or more factors, including, among other things, changes in the mix of the business of SBG and the Group, major events affecting their respective earnings, distributions payments and regulatory changes (including changes to definitions and calculations of the Common Equity Tier 1 Capital Ratio and its components).

Waiver of set-off and netting

The Holders of the Additional Tier 1 Notes are not permitted to exercise any right of set-off, netting, counterclaim, compensation or retention in relation to the Additional Tier 1 Notes and are deemed to have waived any such rights insofar as permitted by Applicable Law. Therefore, (subject to Applicable Law)

Holders of Additional Tier 1 Notes will not be entitled to set-off or net SBG's obligations under the Additional Tier 1 Notes against obligations owed by them to SBG. Holders of Additional Tier 1 Notes may therefore be required to initiate separate proceedings to recover amounts in respect of any counterclaim and may receive a lower recovery in the event of a Winding-Up or Resolution of SBG than if set-off, netting counterclaim, compensation or retention were permitted.

There are no events of default under the Additional Tier 1 Conditions and the remedies available to Holders of the Additional Tier 1 Notes are limited

The Additional Tier 1 Conditions do not provide for events of default allowing for the acceleration of the Additional Tier 1 Notes if certain events occur. Accordingly, if SBG fails to meet any obligations to pay any interest or principal under the Additional Tier 1 Notes, Holders of Additional Tier 1 Notes will not be able to accelerate the payment of principal. Upon a payment default, the sole remedy available to Holders of the Additional Tier 1 Notes for the recovery of amounts owing in respect of any payment of principal or interest on the Additional Tier 1 Notes will be, subject to the Additional Tier 1 Capital Rules and section 166D of the Financial Sector Regulation Act and unless there has been an Extraordinary Resolution or an Extraordinary Written Resolution of the Holders of the Additional Tier 1 Notes to the contrary, the institution of proceedings for the Winding-Up of SBG. If SBG breaches any other obligation under the Additional Tier 1 Notes (other than a payment obligation), then any Holder of the Additional Tier 1 Notes may bring such proceedings as it deems fit to enforce the obligation in question. Only if an order of court is made or an effective resolution is passed for the Winding-Up of SBG (other than pursuant to a Solvent Reconstruction) will Holders of Additional Tier 1 Notes be able to declare (upon written notice) the Additional Tier 1 Notes immediately due and payable. Notwithstanding the foregoing, SBG will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Consequently, the remedies under the Additional Tier 1 Notes are more limited than those typically available to SBG’s unsubordinated creditors.

Substitution or Variation of Additional Tier 1 Notes by SBG upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law without consent from Holders of Additional Tier 1 Notes may result in the terms of such Additional Tier 1 Notes being less favourable

Upon the occurrence and continuation of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or, if specified in the relevant Final Terms, a Change in Law (each as defined in the Additional Tier 1 Conditions), SBG may, subject as provided in Condition 11(k) (*Substitution or Variation*) of the Additional Tier 1 Conditions and without the need for any consent of the Noteholders, substitute all (but not some only) of any Series of Additional Tier 1 Notes, or vary the terms of all (but not only some) such Additional Tier 1 Notes so that they remain or, as appropriate, become, Qualifying Additional Tier 1 Securities (as defined in the Additional Tier 1 Conditions). While SBG cannot make changes to the terms of Additional Tier 1 Notes that are materially less favourable to the Holders of the relevant Additional Tier 1 Notes, no assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax consequences of holding such substituted or varied Additional Tier 1 Notes could be different for some categories of Holders from the tax consequences for them of holding the Additional Tier 1 Notes prior to such substitution or variation.

Early Redemption of Additional Tier 1 Notes upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law

Upon the occurrence and continuation of a Capital Disqualification Event, Tax Event (Gross up), Tax Event (Deductibility) or, if specified in the relevant Final Terms, a Change in Law (each as defined in the Additional Tier 1 Conditions), but (other than in respect of a Capital Disqualification Event) subject to Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Additional Tier 1 Conditions, SBG may, at its option, redeem all (but not some only) of the Additional Tier 1 Notes at the Early Redemption Amount as specified in, or determined in the manner specified in, the applicable Final

Terms. Noteholders will not receive a make-whole amount or any other compensation in the event of any early redemption of the Additional Tier 1 Notes.

It is not possible to predict whether a Capital Disqualification Event, Tax Event (Gross up), Tax Event (Deductibility) or (if applicable) a Change in Law will occur, and if so whether or not the Issuer will satisfy the conditions, or elect, to redeem the Additional Tier 1 Notes. The Issuer may be more likely to exercise any option available to it to redeem the Additional Tier 1 Notes in circumstances where its funding costs would be lower than the prevailing interest rate payable in respect of the Additional Tier 1 Notes.

The yields received upon redemption may be lower than expected, and the redemption amount of the Additional Tier 1 Notes may be lower than the purchase price for the Additional Tier 1 Notes paid by the Holder of Additional Tier 1 Notes. As a consequence, the Holder of Additional Tier 1 Notes may not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Additional Tier 1 Notes.

Voluntary early redemption at the option of SBG

If "Call Option" is specified in the relevant Final Terms as being applicable, SBG may, in its sole discretion, but (if applicable) subject to certain regulatory pre-conditions (see Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Additional Tier 1 Conditions, redeem the Additional Tier 1 Notes in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) such date. Additionally, if "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, SBG will have the option to exercise a clean-up call in accordance with Condition 11(f) (*Issuer clean up call option*) of the Additional Tier 1 Conditions if, at any time, the outstanding Current Principal Amount of the Additional Tier 1 Notes is the Clean Up Call Percentage (being 25 per cent. or such other percentage as may be specified in the relevant Final Terms) or less of the aggregate principal amount of the Additional Tier 1 Notes originally issued (and for these purposes, any further Additional Tier 1 Notes issued pursuant to Condition 19 (*Further Issues*) of the Additional Tier 1 Conditions and consolidated with the Additional Tier 1 Notes as part of the same Series shall be deemed to have been originally issued).

An optional redemption feature is likely to limit the market value of the Additional Tier 1 Notes. During any period when SBG may elect to redeem the Additional Tier 1 Notes, the market value of the Additional Tier 1 Notes generally will not rise substantially above the price at which they can be redeemed. This may also be the case prior to any such period.

It is not possible to predict whether the clean-up call option (if applicable) may become available to SBG, and if so whether or not SBG will satisfy the conditions, or elect, to redeem the Additional Tier 1 Notes. The Issuer may be more likely to exercise any option available to it to redeem the Additional Tier 1 Notes in circumstances where its funding costs would be lower than the prevailing interest rate payable in respect of the Additional Tier 1 Notes.

If SBG redeems the Additional Tier 1 Notes at any of the times or in any of the circumstances mentioned above, there is a risk that the Additional Tier 1 Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Additional Tier 1 Notes or when prevailing interest rates may be relatively low, in which latter case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

Early redemption and purchase of the Additional Tier 1 Notes may be restricted

Any early redemption or purchase of Additional Tier 1 Notes is subject to compliance by SBG with any conditions or restrictions to such redemption or repurchase prescribed by the Additional Tier 1 Capital Rules as in force at the relevant time. See Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*) of the Additional Tier 1 Conditions. The outcome may not necessarily reflect the

commercial intention of SBG or the commercial expectations of holders of Additional Tier 1 Notes and this may have an adverse impact on the market value of such Additional Tier 1 Notes.

The Additional Tier 1 Conditions contain no negative pledge and SBG is not prohibited from issuing further debt which may rank pari passu with or senior to the Additional Tier 1 Notes

There is no negative pledge in respect of the Additional Tier 1 Notes under the Additional Tier 1 Conditions. In addition, there is no restriction on the amount of securities or indebtedness that SBG may issue or incur which ranks senior to, or pari passu with, Additional Tier 1 Notes. The issue of any such securities or indebtedness may reduce the amount recoverable by holders of Additional Tier 1 Notes on a Winding-Up, or in the Resolution of, SBG.

SBG's ability to make payments in respect of the Additional Tier 1 Notes is dependent on the satisfaction of the Solvency Condition

The terms of the Additional Tier 1 Notes provide that no payment of principal, interest or any other amount in respect of the Additional Tier 1 Notes shall become due and payable unless, and to the extent that, SBG is able to make such payment and still be solvent immediately thereafter (except in the Winding-Up of SBG). For these purposes, SBG shall be considered to be solvent if both (i) it is able to pay its debts to its Senior Creditors as they fall due and (ii) its assets exceed its liabilities. If and to the extent that SBG is unable to make a scheduled interest payment and still be solvent immediately thereafter, such interest payment shall not become due and will be cancelled. 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, the market price of 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 SBG's financial condition.

There is no scheduled redemption or maturity of the Additional Tier 1 Notes

The Additional Tier 1 Notes are perpetual securities without any fixed redemption or maturity date. SBG is under no obligation to redeem the Additional Tier 1 Notes at any time. Any optional redemption, substitution, variation or purchase of the Additional Tier 1 Notes by SBG is subject to the prior approval of the Relevant Regulator (if such consent is then required by the Capital Rules). There is no redemption at the option of the Holders of the Additional Tier 1 Notes. Noteholders may therefore be required to bear the risks of an investment in the Additional Tier 1 Notes for an indefinite period of time.

SBG may decide to elect to not make interest payments in its sole and absolute discretion. The Additional Tier 1 Notes are not cumulative instruments and interest SBG elects or is not obliged to pay will not be cumulative

Interest on each Tranche of Additional Tier 1 Notes will be due and payable only at the sole and absolute discretion of SBG and, accordingly, SBG shall have sole and absolute discretion to elect not to pay (in whole or in part) the Interest Amount otherwise scheduled to be paid on any Interest Payment Date.

In addition, SBG will not be obliged to pay any Interest Amount otherwise scheduled to be paid on each Tranche of Additional Tier 1 Notes on an Interest Payment Date to the extent that (a) such Interest Amount together with any Additional Amounts (as defined in the Additional Tier 1 Conditions) payable with respect thereto, when aggregated with other Relevant Distributions (as defined in the Additional Tier 1 Conditions) paid, declared or required to be paid in the then current financial year of SBG exceeds the amount of SBG's Distributable Items (as defined in the Additional Tier 1 Conditions), or (b) SBG shall not be obliged to pay that Interest Amount in accordance with the requirements of the Capital Rules, or (c) the Relevant Regulator orders SBG not to pay that Interest Amount (in whole or in part).

All accrued and unpaid Interest Amounts on Additional Tier 1 Notes will also not be paid, and SBG will not be obliged to pay such Interest Amounts if a Non-Viability Event occurs.

If SBG provides notice of its election to not pay a portion, but not all, of an Interest Amount and SBG subsequently does not make a payment of the remaining portion of such Interest Amount on the relevant

Interest Payment Date, such non-payment shall evidence SBG's exercise of its discretion to elect not to pay such remaining portion of that Interest Amount and, accordingly, such remaining portion of that Interest Amount shall also not be due and payable.

The non-payment of any Interest Amount (or any part thereof) in accordance with the provisions set out above shall not constitute a default for any purpose on the part of SBG. Interest Amounts which SBG has elected not to pay or which SBG is not obliged to pay will never become due and are non-cumulative, and no Interest Amount (or any part thereof) which has not been paid (or any amount in lieu thereof) shall be payable in respect of the Additional Tier 1 Notes thereafter, whether in a winding-up, curatorship or administration of SBG or otherwise.

If any Interest Amount is not paid in full, SBG will, during the period specified in the Additional Tier 1 Conditions and subject to the exceptions set out therein, be restricted from declaring or paying certain distributions, dividends or interest on its Common Equity Tier 1 Capital Securities or Junior Securities (each as defined in the Additional Tier 1 Conditions) and from redeeming, purchasing, reducing the capital of or otherwise acquiring certain such securities. These restrictions do not apply to, among other things, dividends due and payable on Mandatory Preference Shares (as defined in the Additional Tier 1 Conditions), certain dividends declared before notice of the relevant non-payment, certain intra-group payments, scrip dividends or capitalisation awards and certain transactions arising from employee share-based incentive arrangements. The restrictions will cease on the immediately succeeding Interest Payment Date on which SBG pays in full the Interest Amount due and payable for that Interest Period. They do not require SBG to pay any previously unpaid Interest Amount, which will remain non-cumulative and will never become due or payable. Other than these restrictions, the non-payment of any Relevant Interest Amount (as defined in the Additional Tier 1 Conditions) will not impose any restrictions on SBG.

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

The Additional Tier 1 Notes may be traded with accrued interest, but such interest may be cancelled and not paid on the relevant Interest Payment Date

The Additional Tier 1 Notes may trade, and/or the prices for the Additional Tier 1 Notes may appear, on the Market and in other trading systems with accrued interest. If this occurs, purchasers of Additional Tier 1 Notes in the secondary market will pay a price that includes such accrued interest upon purchase. However, if a payment of interest on any Interest Payment Date is cancelled or deemed cancelled (in each case, in whole or in part) as described herein, and thus is not due and payable, purchasers of such Additional Tier 1 Notes will not be entitled to that interest payment (or if SBG elects to make a payment of a portion, but not all, of such interest payment, the portion of such interest payment not paid) on the relevant Interest Payment Date. As a result, purchasers in the secondary market may not receive the interest payment they were expecting to be paid on the relevant Interest Payment Date.

Holders of Additional Tier 1 Notes will bear the risk of fluctuations in the Common Equity Tier 1 Capital Ratio

The market price of the Additional Tier 1 Notes is expected to be affected by fluctuations in the Common Equity Tier 1 Capital Ratio (as defined in the Additional Tier 1 Conditions). Fluctuations in the Common Equity Tier 1 Capital Ratio may be caused by changes in the amount of SBG's Common Equity Tier 1 Capital and/or its Risk Weighted Assets (as defined in the Additional Tier 1 Conditions), as well as changes to their respective definitions under the capital adequacy standards and guidelines. Any indication that the Common

Equity Tier 1 Capital Ratio is moving towards the level at which a Non-Viability Event may occur may have an adverse effect on the market price of the Additional Tier 1 Notes.

The investment in, and disposal or Write-off of, Additional Tier 1 Notes upon the occurrence of a Non-Viability Event or the investment in, and disposal, write-off or conversion of, Additional Tier 1 Notes in Resolution may have tax consequences in the hands of Holders of Additional Tier 1 Notes, SBG or both

The (a) investment in, and disposal or write-off upon the occurrence a Non-Viability Event in respect of, Additional Tier 1 Notes, or (b) the investment in, and disposal, write-off or conversion of in Resolution in respect of, Additional Tier 1 Notes, may have tax consequences in the hands of Holders of the Additional Tier 1 Notes, SBG or both. As any such potential consequence depends on various factors, prospective investors in Additional Tier 1 Notes are strongly advised to consult their own professional advisers as to the tax consequence of investing in Additional Tier 1 Notes, and particularly as to whether a disposal, write-off or conversion of Additional Tier 1 Notes upon the occurrence of a Non-Viability Event or in Resolution, as the case may be, will result in a tax liability.

SBG will not be required to gross up payments of principal in the event of any withholding or deduction for or on account of Taxes

All payments of principal, interest and any other amounts by or on behalf of the Issuer in respect of the Additional Tier 1 Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future Taxes imposed or levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless the withholding or deduction of the Taxes is required by law. While, in the event of any such withholding or deduction on payments of interest, SBG may (subject as provided in Condition 13(a) (*Gross up*) of the Additional Tier 1 Conditions) be required to pay Additional Amounts to Noteholders, no such Additional Amounts will be payable in the event of any such withholding or deduction in respect of payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal (or any other amounts, other than interest) under the Additional Tier 1 Notes, Noteholders would receive less than the full amount due under the Additional Tier 1 Notes and the market value of the Additional Tier 1 Notes may be adversely affected.

Risks relating to Notes denominated in Renminbi

A description of risks which may be relevant to an investor in Notes denominated in Renminbi ("**Renminbi Notes**") are set out below.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Notes

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar.

However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi by foreign investors into the PRC for the settlement of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed.

Although the People's Bank of China ("**PBoC**") has implemented policies improving accessibility to Renminbi to settle cross-border transactions in the past there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of

Renminbi into or out of the PRC. Despite the Renminbi internationalisation pilot programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the crossborder remittance of Renminbi. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the relevant Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the relevant Issuer's ability to source Renminbi outside the PRC to service Renminbi Notes

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. While the PBoC has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), including but not limited to Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBoC. The Renminbi Clearing Banks have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated, or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent the relevant Issuer is required to source Renminbi in the offshore market to service its Renminbi Notes, there is no assurance that the relevant Issuer will be able to source such Renminbi on satisfactory terms, if at all. If certain events occur (such as Inconvertibility, Non-transferability or Illiquidity (each, as defined in the applicable Conditions)) which result in the relevant Issuer being unable, or which would render it impracticable for the relevant Issuer, to make payments in Renminbi, the relevant Issuer's obligation to make such payments in Renminbi under the terms of the Renminbi Notes is replaced by an obligation to make such payments in U.S. dollars pursuant to the applicable Conditions.

Investment in the Renminbi Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. In August 2015, PBoC implemented changes to the way it calculates the mid-point against the U.S. dollar to take into account the previous day's closing rate and market-maker quotes before announcing the daily mid-point. This change, among others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. The relevant Issuer will make all payments of interest and principal with respect to the Renminbi Notes in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in U.S. dollars or other applicable foreign currency will decline.

Investment in the Renminbi Notes is subject to currency risk

If the relevant Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the Renminbi Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as

defined in the applicable Conditions), the relevant Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent (as defined in the applicable Conditions) of any such interest or principal, as the case may be.

Investment in the Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As Renminbi Notes may carry a fixed interest rate, the trading price of the Renminbi Notes will consequently vary with the fluctuations in the Renminbi interest rates. If holders of the Renminbi Notes propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

Payments with respect to the Renminbi Notes may be made only in the manner designated in the Renminbi Notes

All payments to investors in respect of the Renminbi Notes will be made solely (i) for so long as the Renminbi Notes are represented by global certificates held with the common depositary for Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which a Renminbi Clearing Bank clears and settles Renminbi, if so specified in the relevant Final Terms, (ii) for so long as the Renminbi Notes are represented by global certificates lodged with a sub-custodian for or registered with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing clearing systems rules and procedures or (iii) for so long as the Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which a Renminbi Clearing Bank clears and settles Renminbi, if so specified in the relevant Final Terms in accordance with prevailing rules and regulations. The relevant Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

Gains on the transfer of the Renminbi Notes may become subject to income taxes under PRC tax laws

Under the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of Renminbi Notes by non-PRC resident enterprise or individual Holders may be subject to PRC enterprise income tax ("**EIT**") or PRC individual income tax ("**IIT**") if such gain is regarded as income derived from sources within the PRC. The PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the gains derived by such non-PRC resident enterprise from the transfer of Renminbi Notes but its implementation rules have reduced the enterprise income tax rate to 10 per cent. The PRC Individual Income Tax Law levies IIT at a rate of 20 per cent. of the gains derived by such non-PRC resident or individual Holder from the transfer of Renminbi Notes.

However, uncertainty remains as to whether the gain realised from the transfer of Renminbi Notes by non-PRC resident enterprise or individual Holders would be treated as income derived from sources within the PRC and become subject to the EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for avoidance of double taxation, Holders who are residents of Hong Kong, including enterprise Holders and individual Holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the Notes.

Therefore, if non-PRC enterprise or individual resident Holders are required to pay PRC income tax on gains derived from the transfer of Renminbi Notes, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC enterprise or individual resident holders of Renminbi Notes reside that

reduces or exempts the relevant EIT or IIT, the value of their investment in Renminbi Notes may be materially and adversely affected.

Remittance of proceeds in Renminbi into or out of the PRC

In the event that the relevant Issuer decides to remit some or all of the proceeds into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration or filing with, the relevant PRC Government authorities. However, there is no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC Government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future.

There is no assurance that the PRC Government will continue to gradually liberalise the control over cross-border Renminbi remittances in the future, that the pilot schemes introduced will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that the relevant Issuer does remit some or all of the proceeds into the PRC in Renminbi and the relevant Issuer subsequently is not able to repatriate funds out of the PRC in Renminbi, it will need to source Renminbi outside the PRC to finance its obligations under the Renminbi Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

INFORMATION INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

1. the consolidated and separate financial statements of the SBSA Group in respect of the years ended 31 December 2025 and 31 December 2024, which comprise the financial statements including the notes to the financial statements (set out on pages 16 to 108 and pages 16 to 106, respectively, of the 2025 and 2024 consolidated financial statements of SBSA) (the "**SBSA 2025 Annual Financial Statements**" and "**SBSA 2024 Annual Financial Statements**"); Annexures A to F which set out material accounting policies, accounting policy elections and restatements, and key management assumptions (set out on pages 111 to 194 and pages 107 to 190, respectively, of the SBSA 2025 Annual Financial Statements and the SBSA 2024 Annual Financial Statements), and the joint independent auditors' report thereon except for the items marked as unaudited in Annexure C (pages 9 to 15 of each of the SBSA 2025 Annual Financial Statements and the SBSA 2024 Annual Financial Statements);

2. the consolidated and separate financial statements of the Group in respect of the years ended 31 December 2025 and 31 December 2024 which comprise the financial statements including the notes to the financial statements (set out on pages 18 to 173 and pages 18 to 168, respectively, in the 2025 and 2024 annual financial statements of SBG) (the "**SBG 2025 Annual Financial Statements**" and "**SBG 2024 Annual Financial Statements**"); Annexures A to F which set out material accounting policies, accounting policy elections and restatements, and key management assumptions (set out on pages 176 to 315 and pages 182 to 313, respectively, of the SBG 2025 Annual Financial Statements and the SBG 2024 Annual Financial Statements), and the joint independent auditors' report thereon except for the items marked as unaudited in Annexure C (pages 10 to 17 and pages 9 to 15, respectively, of the SBG 2025 Annual Financial Statements and SBG 2024 Annual Financial Statements);

3. the unaudited consolidated financial statements of SBG in respect of the six months ended 30 June 2026 (the "**SBG 2026 Interim Financial Statements**"), comprising:

    a. the table headed "Financial Results, Ratios and Statistics" as at 30 June 2026, set out on page 2 of the document entitled "Standard Bank Group Interim Financial Results for the six months ended 30 June 2026" (the "**2026 Interim Results Booklet**");

    b. (i) the condensed consolidated statement of financial position as at 30 June 2026, (ii) the condensed consolidated income statement for the six months ended 30 June 2026, (iii) the condensed consolidated statement of other comprehensive income for the six months ended 30 June 2026, (iv) the condensed consolidated statement of changes in equity for the six months ended 30 June 2026 and (v) the table headed "Banking Income Statement" for the six months ended 30 June 2026 in respect of the Group's banking operations, set out on pages 10 to 16 of the 2026 Interim Results Booklet;

    c. the condensed consolidated statement of financial position (covering Banking, Insurance and Asset Management, ICBCS and Standard Bank Group) as at 30 June 2026, set out on pages 20 to 21 of the 2026 Interim Results Booklet;

    d. the condensed consolidated business unit results as at 30 June 2026, set out on pages 26 to 33 of the 2026 Interim Results Booklet;

    e. the table headed "Income Statement Credit Impairment Charges" as at 30 June 2026, set out on pages 66 to 67 of the 2026 Interim Results Booklet and the table headed "Loans and Advances Performance" as at 30 June 2026, set out on pages 72 to 73 of the 2026 Interim Results Booklet;

    f. each of the tables headed "Liquidity coverage ratio (average)" and "Net stable funding ratio", in each case as at 30 June 2026, set out on page 78 of the 2026 Interim Results Booklet;

g. each of the tables headed "Capital Adequacy Ratios" and "Qualifying Regulatory Capital Excluding Unappropriated Profit", in each case as at 30 June 2026, set out on pages 80 to 81 of the 2026 Interim Results Booklet;

h. the accounting policy elections, set out on page 118 of the 2026 Interim Results Booklet; and

i. the condensed consolidated statement of cash flows for the six months ended 30 June 2026, set out on page 119 of the 2026 Interim Results Booklet;

4. the unaudited consolidated financial statements of SBSA in respect of the six months ended 30 June 2026 (the "**SBSA 2026 Interim Financial Statements**"), comprising:

a. each of the tables headed "Liquidity coverage ratio (average)" and "Net stable funding ratio", in each case as at 30 June 2026, set out on page 78 of the 2026 Interim Results Booklet;

b. the table headed "Key Financial Results, Ratios and Statistics" as at 30 June 2026, set out on page 89 of the 2026 Interim Results Booklet;

c. the condensed statement of financial position as at 30 June 2026 and the condensed income statement as at and for the six months ended 30 June 2026, set out on pages 92 to 93 of the 2026 Interim Results Booklet;

d. the table headed "Income Statement Credit Impairment Charges" as at 30 June 2026, set out on pages 94 to 95 of the 2026 Interim Results Booklet, and the table headed "Loans and Advances Performance" as at 30 June 2026, set out on pages 100 to 101 of the 2026 Interim Results Booklet;

e. each of the tables headed "Risk Weighted Assets", "Capital Adequacy Ratios" and "Qualifying Regulatory Capital Excluding Unappropriated Profit", in each case as at 30 June 2026, set out on pages 102 to 103 of the 2026 Interim Results Booklet; and

f. accounting policy elections, set out on page 118 of the 2026 Interim Results Booklet; and

5. the risk and capital management report of SBG in respect of the year ended 31 December 2025 (the "**SBG 2025 Risk and Capital Management Report**"); and the information contained in the SBG 2025 Risk and Capital Management Report is unaudited unless stated as audited.

The 2025 annual report of SBSA containing the SBSA 2025 Annual Financial Statements and the 2024 annual report of SBSA containing the SBSA 2024 Annual Financial Statements can be inspected at http://www.standardbank.co.za.

The 2026 Interim Results Booklet (containing the SBG 2026 Interim Financial Statements and the SBSA 2026 Interim Financial Statements), the SBG 2025 Annual Financial Statements, the SBG 2025 Risk and Capital Management Report and the SBG 2024 Annual Financial Statements can be inspected at http://www.standardbank.co.za.

Any information contained in any of the documents or the website specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus. Where reference is made to other websites within this Base Prospectus, the contents of those websites do not form part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

PRESENTATION OF FINANCIAL INFORMATION

Recipients of this Base Prospectus should consult their own professional advisers to gain an understanding of the financial information contained and incorporated by reference in this Base Prospectus. An overview of the basis for presentation of financial information in this Base Prospectus is set out below. Investors should ensure that they read the whole of this Base Prospectus and should not only rely on the key information or information summarised within it.

The financial information relating to SBSA presented in this Base Prospectus is consolidated financial information in respect of SBSA and its Subsidiaries (the "**SBSA Group**") and has, unless otherwise indicated, been extracted from its audited consolidated financial statements as at and for the year ended 31 December 2025 (the "**SBSA 2025 Annual Financial Statements**") and prepared in accordance with IFRS® Accounting Standards ("**IFRS**") as issued by the International Accounting Standards Board ("**IASB**") (the "**IFRS® Accounting Standards**"), including the IFRS Interpretations Committee ("**IFRIC**®") interpretations as issued by IFRIC®, the SAICA Financial Reporting Guides as issued by the Accounting Practices Committee, Financial Pronouncements as issued by the Financial Reporting Standards Council, the JSE Listings Requirements, and JSE Debt and Specialist Securities Requirements, and the requirements of the South African Companies Act, 2008 (the "**Companies Act**"), the South African Banks Act, 1990 (the "**Banks Act**") and the Regulations Relating to Banks, 2012 (promulgated under the Banks Act) (the "**Regulations Relating to Banks**").

The financial information relating to SBG set out in this Base Prospectus is consolidated financial information in respect of the Group) and has, unless otherwise indicated, been extracted from its audited consolidated financial statements as at and for the year ended 31 December 2025 (the "**SBG 2025 Annual Financial Statements**"), prepared in accordance with IFRS® Accounting Standards, including the IFRIC® interpretations as issued by IFRIC®, the SAICA Financial Reporting Guides as issued by the Accounting Practices Committee, Financial Pronouncements as issued by the Financial Reporting Standards Council, the JSE Listings Requirements, and JSE Debt and Specialist Securities Requirements, and the requirements of the Companies Act, the Banks Act and the Regulations Relating to Banks.The information relating to SBSA's largest single depositor and top 10 depositors set out in the section headed "*Risk Factors – The Issuers' business and profitability may be adversely affected by liquidity and funding risks - Volatility in capital or credit markets may impact the Group's ability to access liquidity and funding* " has been extracted from the SBG 2025 Risk and Capital Management and is unaudited.

The information contained in the SBG 2025 Risk and Capital Management Report is unaudited unless stated as audited.

Unless otherwise indicated, market share data included in this Base Prospectus has been estimated. All such estimates have been made by SBSA or SBG using its own information and other market information which is publicly available.

Figures, measures, ratios, balances and results presented in this Base Prospectus in relation to the Issuers are for the year ended or as at 31 December 2025, as applicable, unless stated otherwise. Any movements (increases, decreases etc.) in such figures, measures, ratios, balances and results presented below are movements in relation thereto between the years ended 31 December 2024 and 31 December 2025, unless stated otherwise.

In this Base Prospectus, the financial information in relation to SBG and SBSA for the year ended 31 December 2024 has been restated. For more information, please see pages 26 - 27 of the SBG 2025 Annual Financial Statements and pages 22 – 23 of the SBSA 2025 Annual Financial Statements.

Alternative Performance Measures

The Base Prospectus includes certain data which the Issuers consider to constitute alternative performance measures ("**APMs**") for the purposes of the ESMA 'Guidelines on Alternative Performance Measures'. The Base Prospectus contains APMs relating to both SBG and SBSA.

These APMs are not defined by, or presented in accordance with, IFRS Accounting Standards. Other companies in the industry may calculate similarly titled measures differently, such that disclosure of similarly titled measures by other companies may not be directly comparable with the APMs included in the Base Prospectus. In addition, the APMs are not measurements of SBG's and SBSA's operating performance or financial condition under IFRS Accounting Standards and should not be considered as alternatives to any measures of performance under IFRS Accounting Standards or as measures of SBG's and SBSA's liquidity.

APM	**Definition**
Headline earnings	In relation to SBSA, determined in accordance with the relevant circular issued by the South Africa Institute of Chartered Accountants at the request of the JSE Limited, by excluding from reported earnings specific separately identifiable re-measurements net of related tax and non-controlling interests. Please see Note 36 to the SBSA 2025 Annual Financial Statements. In relation to SBG, determined in accordance with the relevant circular issued by the South Africa Institute of Chartered Accountants at the request of the JSE Limited, by excluding from reported earnings specific separately identifiable re-measurements net of related tax and non-controlling interests. Please see Note 43 to the SBG 2025 Annual Financial Statements. Used as a performance measure.
Cost-to-income ratio	Calculated as operating expenses as a percentage of total income after revenue sharing agreements with Group companies but before credit impairments. Used as a performance measure.
Loans -to- deposit ratio	Calculated as net loans and advances as a percentage of deposits and debt funding. Used as a performance measure.
Liquidity Coverage Ratio ("**LCR**")	Calculated by dividing high quality liquid assets by net cash outflows. Used as a performance of liquidity.
Net Stable Funding Ratio ("**NSFR**")	Calculated by dividing available stable funding by required stable funding. Used as a performance of liquidity.
Return On Equity ("**ROE**")	Calculated as headline earnings as a percentage of monthly average ordinary shareholders' equity. Monthly average ordinary shareholders' equity is calculated as the arithmetic mean between the opening and closing balances of ordinary shareholders' equity. Used as a performance measure.
Stage 3 loans ratio	Calculated as the percentage of gross loans and advances to customers with recognised impairments over total gross loans and advances to customers. Used as an indicator of the quality of the relevant loan book. The lower the indicator the higher the quality of the loan book. Used as an asset quality measure.

Gross stage 3 loans impairment coverage ratio	Calculated as a percentage of balance sheet impairments for credit impaired loans and off-balance sheet credit impaired exposures (including interest in suspense), over total gross non-performing loans and advances (including interest in suspense). Used as an indicator of the quality of the relevant loan book. The lower the indicator the higher the quality of the loan book. Used as an asset quality measure.
Stage 3 exposures ratio	Calculated, in respect of financial information for each Issuer relating to the year ended, as gross loans and advances with recognised impairments as a percentage of gross loans and advances. Used as an asset quality measure.
Credit loss ratio ("**CLR**")	Calculated as total impairment charges on loans and advances as a percentage of average daily and monthly gross loans and advances, excluding interest in suspense. Used as an asset quality measure.
Jaws	Calculated as the ratio of total income growth to operating expenses growth. Used as a performance measure.

Each of the Issuers believes that the above measures provide useful information to investors for the purposes of evaluating the financial condition and results of operations of such Issuer, the quality of its assets and the fundamentals of its business, and allow for comparisons with other banks, over different periods of time and between such Issuer and the average industry standards.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the relevant Issuer and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme the Issuers have endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms, are the Conditions as completed to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the relevant Issuer and the relevant Notes or (2) by a registration document (the "**Registration Document**") containing the necessary information relating to the relevant Issuer, a securities note (the "**Securities Note**") containing the necessary information relating to the relevant Notes and, if necessary, a summary note. In addition, if the Drawdown Prospectus is constituted by a Registration Document and a Securities Note, any significant new factor, material mistake or material inaccuracy relating to the information included in the Registration Document which arises or is noted between the date of the Registration Document and the date of the Securities Note which is capable of affecting the assessment of the relevant Notes will be included in the Securities Note.

SUPPLEMENT TO THIS BASE PROSPECTUS

If at any time during the duration of the Programme a significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus arises or is noted which is capable of affecting the assessment of any Notes which may be issued under the Programme whose inclusion is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the rights attaching to the Notes, the Issuers will prepare a supplement to this Base Prospectus.

Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

FORMS OF THE NOTES

Bearer Notes

Subordinated Notes issued under this Programme will be issued in registered form only.

Each Tranche of Notes in bearer form ("**Bearer Notes**") will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A.("**Clearstream, Luxembourg**") and/or any other relevant clearing system.

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the relevant Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(i) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and

(ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership **provided**, **however**, **that** in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by the Temporary Global Note.

If:

(a) the Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of the Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or

(b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Senior Conditions or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time)

on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deeds of Covenant).

The Permanent Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Note, for Bearer Notes in definitive form ("**Definitive Notes**"):

(a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or

(b) at any time, if so specified in the relevant Final Terms; or

(c) if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

  (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

  (ii) any of the circumstances described in Condition 15 (*Events of Default*) of the Senior Conditions occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

(a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Note for Definitive Notes; or

(b) the Permanent Global Note was originally issued in exchange for part only of a Temporary Global Note representing the Notes and such Temporary Global Note becomes void in accordance with its terms; or

(c) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Senior Conditions or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which such Temporary Global Note becomes void (in the case of (b) above) or at 5.00 p.m. (London time) on such due date ((c) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deeds of Covenant).

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes

not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

(a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Temporary Global Note for Definitive Notes; or

(b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Senior Conditions or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deeds of Covenant).

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes:

(a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or

(b) at any time, if so specified in the relevant Final Terms; or

(c) if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

  (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

  (ii) any of the circumstances described in Condition 14 (*Events of Default*) of the Senior Conditions occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

(a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Note for Definitive Notes; or

(b) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Senior Conditions or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date ((b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deeds of Covenant).

In relation to any issue of Notes which are specified in the relevant Final Terms as Global Notes exchangeable for Definitive Notes in circumstances other than in the limited circumstances specified in the relevant Global Note, such Notes may only be issued in denominations equal to, or greater than, EUR100,000 (or equivalent) and multiples thereof.

Rights under Deeds of Covenant

Under the Deeds of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note or a Permanent Global Note which becomes void will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note or Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under the applicable Conditions below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

> "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

Registered Notes

Each Tranche of Registered Notes will be in the form of either individual Note Certificate in registered form ("**Individual Note Certificates**") or a global Note in registered form (a "**Global Registered Note Certificate**"), in each case as specified in the relevant Final Terms. Each Global Registered Note Certificate will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depositary and will be exchangeable for Individual Note Certificates in accordance with its terms.

If the relevant Final Terms specifies the form of Notes as being "Individual Note Certificates", then the Notes will at all times be in the form of Individual Note Certificates issued to each Noteholder in respect of their respective holdings.

If the relevant Final Terms specifies the form of Notes as being "Global Registered Note Certificate exchangeable for Individual Note Certificates", then the Notes will initially be in the form of a Global Registered Note Certificate which will be exchangeable in whole, but not in part, for Individual Note Certificates:

(a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or

(b) at any time, if so specified in the relevant Final Terms; or

(c) if the relevant Final Terms specifies "in the limited circumstances described in the Global Registered Note Certificate", then if either of the following events occurs:

  (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or

  (ii) any of the circumstances described in Condition 15 (*Events of Default*) of the Senior Conditions, Condition 12 (*Enforcement; No Acceleration*) of the Flac Conditions, Condition 13 (*Enforcement; No Acceleration*) of the Tier 2 Conditions or Condition 14 (*Enforcement; No Acceleration*) of the Additional Tier 1 Conditions occurs.

Whenever the Global Registered Note Certificate is to be exchanged for Individual Note Certificates, the relevant Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note Certificate to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note Certificate at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

(a) Individual Note Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Registered Note Certificate; or

(b) any of the Notes represented by a Global Registered Note Certificate (or any part of it) has become due and payable in accordance with the applicable Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the holder of the Global Registered Note Certificate in accordance with the terms of the Global Registered Note Certificate on the due date for payment,

then the Global Registered Note Certificate (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the holder of the Global Registered Note Certificate will have no further rights thereunder (but without prejudice to the rights which the holder of the Global Registered Note Certificate or others may have under the Deeds of Covenant. Under the Deeds of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other

relevant clearing system as being entitled to an interest in a Global Registered Note Certificate will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Global Registered Note Certificate became void, they had been the holders of Individual Note Certificates in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Interests in a Global Registered Note Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only in the limited circumstances described under "*Summary of Provisions Relating to the Notes While in Global Form*".

Payments of principal, interest and any other amount in respect of the Global Registered Note Certificates will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 2(a) (*Definitions*)) of the applicable Conditions as the registered holder of the Global Registered Note Certificate. None of the Issuers, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Global Registered Note Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Individual Note Certificates will, in the absence or provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 13(f) (*Record date*) of the Senior Conditions, Condition 10(f) (*Record date*) of the Flac Conditions, Condition 11(f) (*Record date*) of the Tier 2 Conditions, or Condition 12(f) (*Record date*) of the Additional Tier 1 Conditions) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Global Registered Note Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 21 (*Notices*) of the Senior Conditions, Condition 18 (*Notices*) of the Flac Conditions, Condition 19 (*Notices*) of the Tier 2 Conditions, or Condition 20 (*Notices*) of the Additional Tier 1 Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Global Registered Note Certificate) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

In relation to any issue of Notes which are specified in the relevant Final Terms as Global Registered Note Certificates exchangeable for individual Note Certificates in circumstances other than in the limited circumstances specified in the relevant Global Registered Note Certificate, such Notes may only be issued in denominations equal to, or greater than, EUR100,000 (or equivalent) and multiples thereof.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under the applicable Conditions below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Global Registered Note Certificate will differ from those terms and conditions which would apply to the Note were it in individual form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Write-off

For so long as any Flac Notes, Tier 2 Notes or Additional Tier 1 Notes are Global Notes or Global Registered Note Certificates, any Write-off (as defined in the applicable Conditions) will be effected in Euroclear and Clearstream, Luxembourg in accordance with their operating procedures by way of a reduction in the pool factor.

TERMS AND CONDITIONS OF THE SENIOR NOTES

*The following is the text of the terms and conditions that, subject to completion and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms or, in the case of Exempt Senior Notes, the relevant Pricing Supplement and except for the paragraphs in italics (which are for information purposes only and do not form part of the Senior Conditions), shall be applicable to each Tranche of Senior Notes (the "**Senior Conditions**"). The full text of the Senior Conditions, as completed by the relevant Final Terms or Pricing Supplement (as applicable), will be endorsed on each Senior Note in definitive form (in the case of Senior Notes issued in bearer form) or on each Individual Note Certificate (in the case of Senior Notes issued in registered form) issued under the Programme. Certain provisions relating to Senior Notes while in global form, and certain modifications of the Senior Conditions applicable to such Senior Notes while in global form, are described in the section entitled "Summary of Provisions Relating to the Notes while in Global Form" below*

1. **Introduction**

(a) *Programme*: The Standard Bank of South Africa Limited ("**SBSA**") and Standard Bank Group Limited ("**SBG**") have established a Euro Medium Term Note Programme (the "**Programme**") under a Base Prospectus dated 30 September 2026 (the "**Base Prospectus**") for the issuance of up to U.S.$4,000,000,000 in aggregate principal amount of notes (the "**Notes**").

(b) *Issuer*: Reference to the "**Issuer**" in these Conditions is to whichever of SBSA or SBG is specified in the relevant Final Terms (as defined below) to be the Issuer of the Senior Notes.

(c) *The Senior Notes*: All references in these Conditions to "**Senior Notes**" are to Notes issued under the Programme which are specified in the relevant Final Terms or Pricing Supplement (each as defined below) as having the status of Senior Notes.

(d) *Final Terms*:

(i) Senior Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Senior Notes. Each Tranche of Senior Notes is the subject of a written final terms (the "**Final Terms**") or, in the case of Exempt Senior Notes only, a pricing supplement (a "**Pricing Supplement**") which completes these terms and conditions (the "**Conditions**").

(ii) In the case of Exempt Senior Notes, any other reference in these Conditions to "Final Terms" shall be deemed to be a reference to the relevant Pricing Supplement.

(iii) The terms and conditions applicable to any particular Tranche of Senior Notes are these Conditions as completed by the relevant Final Terms applicable to such Senior Notes. These Conditions apply only to Senior Notes.

(iv) In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(v) Copies of the relevant Final Terms are available for viewing during normal business hours at, and copies may be obtained during such times from, the registered office of the Issuer and the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

(e) *Deeds of Covenant*: The Senior Notes may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"). Registered Notes are constituted by a deed of covenant in respect of each Issuer dated 30 September 2026, as amended and supplemented from time to time

(in respect of SBG, the "**SBG Deed of Covenant**" and in respect of SBSA, the "**SBSA Deed of Covenant**" (together, the "**Deeds of Covenant**")).

(f) *Agency Agreement*: The Senior Notes are the subject of an amended and restated issue and paying agency agreement dated 30 September 2026 as amended and supplemented from time to time (the "**Agency Agreement**") between the SBSA, SBG, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Senior Notes), The Bank of New York Mellon, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Senior Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Senior Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to any one of them.

(g) *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and the Deeds of Covenant and are subject to their detailed provisions. The Noteholders and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deeds of Covenant applicable to them. Copies of the Agency Agreement and the Deeds of Covenant are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

2. **Interpretation**

(a) *Definitions*: In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Additional Amounts**" has the meaning given to it in Condition 14 (*Taxation*);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Amounts Due**" means the outstanding principal amount of, and any accrued but unpaid interest on, the Senior Notes, and references to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any RSA Bail-in Power by the Resolution Authority;

"**Applicable Laws**" means, in relation to a Person, all and any:

(i) statutes and subordinate legislation and common law;

(ii) regulations;

(iii) ordinances and by-laws;

(iv) directives, codes of practice, circulars, guidance notices, guidance notes, prudential standards, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

(v) other similar provisions,

from time to time, compliance with which is mandatory for that Person, and "**Applicable Law**" shall be construed accordingly;

"**Broken Amount**" means the amount specified as such in the relevant Final Terms;

"**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" means that the relevant date shall be postponed to 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, save in respect of Senior Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided**, **however**, **that**:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" means the amount specified as such in the relevant Final Terms;

"**Calculation Method**" has the meaning given in the relevant Final Terms;

"**Clean Up Call Percentage**" means 25 per cent. or such other percentage as may be specified in the relevant Final Terms;

"**Code**" means the U.S. Internal Revenue Code of 1986;

"**Coupon Sheet**" means, in respect of a Senior Note, a coupon sheet relating to the Senior Note;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) where the Calculation Period is longer than one Regular Period, the sum of:

(a) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending on a date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**"is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30

(vii) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(viii) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D_2 will be 30;

provided, however, that in each such case the number of days in the Calculation Period is calculated from (and including) the first day of the Calculation Period to (but excluding) the last day of the Calculation Period;

"**Designated Institution**" means a "designated institution" under and as defined in the Financial Sector Regulation Act;

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and in New York City;

"**Determination Date**" means the day which is 2 (two) Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Early Redemption Amount**" means, in respect of any Senior Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Senior Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**EURIBOR**" means the Euro wholesale funding rate known as the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any successor administrator of that rate);

"**Event of Default**" means an event of default by the Issuer as set out in Condition 15 (*Events of* Default);

"**Exchange**" means any existing or future exchange or exchanges on which any Senior Notes may be listed and which is referred to in the relevant Final Terms;

"**Exempt Senior Notes**" means Notes for which no prospectus is required to be published under the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook made in accordance with the POATRs;

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Final Redemption Amount**" means, in respect of any Senior Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Financial Indebtedness**" means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

(i) amounts raised by acceptance under any acceptance credit facility;

(ii) amounts raised under any note purchase facility;

(iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;

(iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 90 days; and

(v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

"**Financial Sector Regulation Act**" means the Financial Sector Regulation Act, 2017 of South Africa;

"**Fixed Coupon Amount**" means the amount specified as such in the relevant Final Terms;

"**Fixed Rate Notes**" means the Senior Notes to which the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable;

"**Floating Rate Notes**" means Senior Notes to which (i) the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, or (ii) with effect from the relevant Reset Date specified in the relevant Final Terms, the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"**Group**" means SBG and its Subsidiaries;

"**Guarantee**" means, in relation to any Financial Indebtedness of any Person, any obligation of another Person to pay such Financial Indebtedness including (without limitation):

(i) any obligation to purchase such Financial Indebtedness;

(ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Financial Indebtedness;

(iii) any indemnity against the consequences of a default in the payment of such Financial Indebtedness; and

(iv) any other agreement to be responsible for such Financial Indebtedness;

"**Holder**" of a Senior Note means (i) in respect of Registered Notes, the Person in whose name such Senior Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and (ii) in respect of Bearer Notes, the holder of such Bearer Note and "**Noteholders**" shall in each case be construed accordingly;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Illiquidity**" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Senior Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"**Income Tax Act**" means the Income Tax Act, 1962 of South Africa;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Senior Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Indebtedness**" includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case selected and appointed by the Issuer at its own expense;

"**Interest Amount**" means, in relation to a Senior Note and an Interest Period, the amount of interest payable in respect of that Senior Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Senior Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Final Terms;

"**Interest Payment Date**" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Senior Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as amended and updated as at the date of issue of the first Tranche of the Senior Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

"**Issue Date**" has the meaning given in the relevant Final Terms;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Market**" means the London Stock Exchange plc's Regulated Market;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" has the meaning given to it in Condition 10(h) (*Definitions*);

"**Mid-Swap Floating Leg Benchmark Rate**" has the meaning given to it in Condition 10(h) (*Definitions*);

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Observation Method**" means the method set out in the relevant Final Terms;

"**Official List**" means the official list of the United Kingdom Financial Conduct Authority;

"**Optional Redemption Amount (Call)**" means, in respect of any Senior Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Senior Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**Optional Redemption Date (Call)**" has the meaning given in the relevant Final Terms;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Final Terms;

"**Payment Business Day**" means:

(i) if the currency of payment is euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(ii) if the currency of payment is not euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**Permitted Security Interest**" means any Security Interest arising out of statutory preferences or by operation of law, any Security Interest on or with respect to the receivables of the Issuer which is created pursuant to any securitisation scheme or like arrangement or any Security Interest created over any asset acquired, developed or constructed by the Issuer **provided that** the Relevant Debt so secured shall not exceed the bona fide arm's length market value of such asset or the cost of such acquisition, development or construction (including all interest and other finance charges, any adjustments due to changes in circumstances and other charges reasonably incidental to such cost, whether contingent or otherwise) and where such market value or cost both apply, the higher of the two;

"**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;

"**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency **provided**, **however**, **that**:

(i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer; and

(ii) in any other case any financial centre that is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

"**Principal Subsidiary**" means a Subsidiary of the Issuer whose (a) total profits before tax and extraordinary items represent in excess of 10 per cent. of the consolidated total profits before tax and extraordinary items of the Issuer and its Subsidiaries, or (b) total value of net assets represent in excess of 10 per cent. of the total value of all consolidated net assets owned by the Issuer and its Subsidiaries in each case calculated by reference to the latest audited financial statements of

each Subsidiary and the latest audited consolidated financial statements of the Issuer and its Subsidiaries but if a Subsidiary has been acquired or sold since the date as at which the latest audited consolidated financial statements of the Issuer and its Subsidiaries were prepared, the financial statements shall be adjusted in order to take into account the acquisition or sale of that Subsidiary (that adjustment being certified by the Issuer and its Subsidiaries' auditors as representing an accurate reflection of the revised consolidated profits before interest and tax or turnover of the Issuer and its Subsidiaries). A report by the directors of the Issuer, reviewed by its auditors, that a Subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Noteholders;

"**Put Option Notice**" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Senior Note at the option of the Noteholder;

"**Put Option Receipt**" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Senior Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Senior Note at the option of the Noteholder;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Senior Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms and includes the Initial Rate of Interest, First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate;

"**Reference Price**" has the meaning given in the relevant Final Terms;

"**Reference Rate**" means EURIBOR, SONIA, SOFR or Term SOFR, in each case for the relevant currency and for the relevant period, as specified in the relevant Final Terms;

"**Register**" means the register maintained by the Registrar in respect of the Senior Notes in accordance with the Agency Agreement;

"**Regular Period**" means:

(i) in the case of Senior Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Senior Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Senior Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next

Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Debt**" means any present or future indebtedness of the Issuer in the form of, or represented by any bond, note or debenture issued by the Issuer and listed on a financial or stock exchange but excluding any option or warrant in respect of any share or index or any written acknowledgement of indebtedness issued by the Issuer to SARB;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, 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 or the Mid-Swap Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Renminbi**" means the lawful currency of the PRC;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Senior Notes, to reduce the amount of principal or interest payable on any date in respect of the Senior Notes, to alter the method of calculating the amount of any payment in respect of the Senior Notes or the date for any such payment, to change the currency of any payment under the Senior Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"**Reset Notes**" means Senior Notes to which the Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Resolution**" means "resolution" as defined in section 1(1) of the Financial Sector Regulation Act;

"**Resolution Action**" means, on and after the occurrence of a Resolution Event, any "resolution action" (as defined in section 1(1) of the Financial Sector Regulation Act) taken by the Resolution Authority in terms of the Resolution Framework;

"**Resolution Authority**" means the SARB in accordance with the Financial Sector Regulation Act or any successor or replacement thereto and/or such other authority in South Africa with the ability to exercise the RSA Bail-in Powers and take Resolution Actions;

"**Resolution Event**" means the event that occurs when the Minister of Finance of South Africa makes a written determination, addressed to the Governor of the SARB, placing a Designated Institution in Resolution in terms of section 166J(2) of the Financial Sector Regulation Act;

"**Resolution Framework**" means Chapter 12A of the Financial Sector Regulation Act and any other Applicable Law applicable to the Issuer or other members of the Group at the relevant time pursuant to, or which implement, or are enacted within the context of, Chapter 12A of the Financial Sector Regulation Act, establishing a framework for the Resolution of Designated Institutions;

"**RSA Bail-in Power**" means any write-down, write-off, conversion, transfer, modification, suspension or similar or related power existing from time to time under the Resolution Framework (including, without limitation, under section 166S and section 166T of the Financial Sector Regulation Act) or any other Applicable Law relating to the orderly Resolution of Designated Institutions in effect and applicable in South Africa to the Issuer, SBSA or other members of the Group, pursuant to which any obligation of a Designated Institution can be reduced, written-off, cancelled, modified, transferred and/or converted into shares, other securities or other obligations of the obligor or any other Person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligation may be deemed to have been exercised;

"**SARB**" means the South African Reserve Bank, as referred to in section 223 of the Constitution of the Republic of South Africa, 1996, read with the Reserve Bank Act, 1989 of South Africa, or the relevant replacement or successor regulator;

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"**Solvent Reconstruction**" means an event where an order is made or an effective resolution is passed for the Winding-Up of the Issuer 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 outstanding Senior Notes 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;

"**SOFR**" has the meaning given to it in Condition 8(d) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**SONIA**" has the meaning given to it in Condition 8(d) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" subject to the Applicable Laws has the meaning given in the relevant Final Terms, save that the minimum denomination of (i) any Senior Note offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under Regulation (EU) 2017/1129 will be €100,000 (or, if the Senior Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the Issue Date of such Senior Notes) and (ii) any Senior Note offered to the public in the United Kingdom will be £50,000 (or, if the Senior Notes are denominated in a currency other than Sterling, the equivalent amount in such currency as at the Issue Date of such Senior Notes) unless the Senior Notes otherwise falls within an exception from the prohibition on offers to the public (as set out in Schedule 1 of the POATRs);

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Spot Rate**" means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over the counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**Subsidiary**" means an entity of which a Person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system;

"**Talon**" means a talon for further Coupons;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in Euro;

"**Tax Event**" means an event where, as a result of a Tax Law Change, the Issuer has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts as provided or referred to in Condition 14 (*Taxation*);

"**Tax Law Change**" means a change or proposed change in, or amendment or proposed amendment to, the tax 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 tax laws or regulations (including a holding by a court of competent jurisdiction) whether or not having retrospective effect, which actual or proposed change or amendment becomes effective on or after the Issue Date of the first Tranche of Senior Notes of the relevant Series;

"**Term SOFR**" means the forward-looking term rate of the Secured Overnight Financing Rate provided by the Term SOFR Administrator (expressed as a percentage rate per annum) for the stated tenor which appears on the Relevant Screen Page at or about 6.00 a.m. New York City time) (the "**Term SOFR Determination Time**") on the Term SOFR Determination Date;

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited as administrator of Term SOFR (or a successor administrator);

"**Term SOFR Determination Date**" means, in respect of an Interest Determination Date or a Reset Determination Date (as applicable), the day that is two U.S. Government Securities Business Days preceding the first day of that Interest Period or Reset Period (as applicable) (or any amended publication day for Term SOFR, as specified by the Term SOFR Administrator), or as otherwise specified in the relevant Final Terms;

"**U.S.**" means the United States of America;

"**U.S. dollars**" means United States dollars;

"**U.S. dollar Equivalent**" means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Determination Date;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities;

"**Winding-Up**" means an order is made (including in terms of section 166H of the Financial Sector Regulation Act) by a court of competent jurisdiction, or an effective resolution is passed, for the winding-up, liquidation, dissolution or similar event of the Issuer (whether voluntary or involuntary); and

"**Zero Coupon Note**" means a Senior Note specified as such in the relevant Final Terms.

(b) *Interpretation*: In these Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Senior Note and any other amount in the nature of principal payable pursuant to these Conditions, in each case as reduced or otherwise adjusted from time to time following any write-down, write-off, conversion, reduction or other adjustment pursuant to the exercise by the Resolution Authority of any RSA Bail-in Power or the taking by the Resolution Authority of any other Resolution Action under the Resolution Framework;

(ii) any reference to interest shall be deemed to include any Additional Amounts in respect of interest which may be payable under Condition 14 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(iii) references to Senior Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;

(iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**Not Applicable**" then such expression is not applicable to the Senior Notes;

(v) any reference to the Agency Agreement or each Deed of Covenant shall be construed as a reference to the Agency Agreement or each Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Senior Notes; and

(vi) any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

3. **Form, Denomination, Title and Transfer**

(a) *Bearer Notes*: Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.

(b) *Title to Bearer Notes*: Title to Bearer Notes and the Coupons will pass by delivery. and be evidenced by the Holder, Noteholder or Couponholder holding such Bearer Note.

(c) *Registered Notes*: Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

(d) *Title to Registered Notes*: The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, the Holder or Noteholder will be the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof).

(e) *Ownership*: The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No Person shall have any right to enforce any term or condition of any Senior Note under the Contracts (Rights of Third Parties) Act 1999.

(f) *Transfers of Registered Notes*: Subject to Condition 3(i) (*Closed periods*) and Condition 3(j) (*Regulations concerning transfers and registration*), a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar, together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Senior Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Senior Notes will be issued to the transferor.

(g) *Registration and delivery of Note Certificates*: Within five business days of the surrender of a Note Certificate in accordance with Condition 3(f) (*Transfers of Registered Notes*), the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 3(g), "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar has its Specified Office.

(h) *No charge*: The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(i) *Closed periods*: Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.

(j) *Regulations concerning transfers and registration*: All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior

written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status and Ranking of the Senior Notes**

The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer which will at all times rank *pari passu* without preference or priority among themselves and (subject to the provisions of Condition 5 (*Negative Pledge*)) at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

5. **Negative Pledge**

For so long as any Senior Note remains outstanding, the Issuer undertakes not to create or permit the creation of any Security Interest (other than a Permitted Security Interest) over any of its present or future assets or revenues to secure any present or future Relevant Debt without at the same time securing all Senior Notes equally and rateably with such Relevant Debt or providing such other security as may be approved by an Extraordinary Resolution of the holders of those Senior Notes, unless the provision of any such security is waived by an Extraordinary Resolution of the holders of those Senior Notes.

6. **Recognition of RSA Bail-in Powers**

(a) *Application of the RSA Bail-in Powers:* Notwithstanding and to the exclusion of any other term of the Senior Notes, or any other agreements, arrangements or understanding between the Issuer and any Noteholder by its acquisition of the Senior Notes, each Noteholder acknowledges, accepts and agrees that any Amounts Due arising under the Senior Notes may be subject to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by the exercise of any RSA Bail-in Power by the Resolution Authority or determination under the Resolution Framework, which may include (without limitation) and result in any of the following Resolution Actions, or some combination thereof:

(i) the reduction or write-off of all, or a portion of, the Amounts Due, including on a permanent basis;

(ii) the conversion of all, or a portion, of the Amounts Due into ordinary shares or other securities or other obligations of the Issuer or another Person (and/or the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Senior Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Senior Notes any such shares, other securities or other obligations of the Issuer or another Person;

(iii) the cancellation of the Senior Notes;

(iv) the replacement or substitution of the Issuer;

(v) the transfer of the Senior Notes; and/or

(vi) the amendment or alteration of the maturity of the Senior Notes, or the amendment of the amount of interest, and Additional Amounts (if any), due or payable on the Senior Notes, or the dates on which interest becomes payable, including by suspending payment for any period contemplated in the RSA Bail-in Powers,

which RSA Bail-in Powers may be exercised by means of amendment, modification or variation of the terms of the Senior Notes to give effect to any exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority. The exercise of the RSA Bail-in Powers, and the taking of any Resolution Action, by the Resolution Authority and the implementation, and the rights of the Noteholders in respect, thereof shall be as prescribed and/or determined by the Resolution Framework.

(b) *Variation of rights*: Each Noteholder, by its acquisition of the Senior Notes, further acknowledges, accepts, consents and agrees that the rights of the Noteholders are subject to, and may, without the consent of the Noteholders be varied, if necessary, to give effect to, the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority.

(c) *Payments of Amounts Due*: No Amounts Due in relation to the Senior Notes will become due and payable or be paid after the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority if and to the extent such amounts have been reduced, written-down, written-off, converted, cancelled, amended or altered as a result of such exercise of any RSA Bail-in Power or the taking of any such Resolution Action, unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the Applicable Laws of South Africa applicable to the Issuer.

(d) *No Event of Default*: None of a reduction, write-off, write-down or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another Person, as a result of the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Issuer, nor the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Senior Notes, will be or constitute an Event of Default or a default or breach of, or otherwise constitute non-performance of a contractual obligation under, these Conditions for any purpose or entitle any Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

(e) *Notice*: Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to any Senior Notes, the Issuer shall provide a written notice to the Fiscal Agent as soon as practicable regarding the exercise of such RSA Bail-in Power or taking of such Resolution Action and give notice of the same to the Noteholders in accordance with Condition 21 (*Notices*). Any delay or failure by the Issuer in delivering any such notice shall not affect the validity and/or enforceability of exercise of any RSA Bail-in Power or the taking of such Resolution Action nor the effects on the Senior Notes described in Condition 6(a) (*Application of the RSA Bail-in Powers*) and/or Condition 6(b) (*Variation of rights*).

(f) *Duties of the Agents:*

(i) Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, the Issuer and each Noteholder hereby agree that (A) the Agents shall not be required to take any directions from the Noteholders, (B) the Agency Agreement shall impose no duties upon the Agents whatsoever with respect to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, and (C) any contractual obligations of the Issuer to indemnify an Agent shall remain in full force and effect.

(ii) Notwithstanding Condition 6(f)(i), if, following the completion of the exercise of any RSA Bail-In Power, or the taking of any Resolution Action, by the Resolution Authority, any Senior Notes remain outstanding (for example, if the exercise of any RSA Bail-In Power results in only a partial write-down of the principal of the Senior Notes), then each

Agent's duties under the Agency Agreement shall remain applicable with respect to the Senior Notes following such completion to the extent that the Issuer and each Agent shall agree pursuant to an amendment to the Agency Agreement.

(g) *Waiver and proration:*

(i) By its acquisition of the Senior Notes, each Noteholder, to the extent permitted by Applicable Law, waives any and all claims against the Agents for, agrees not to initiate a suit or commence proceedings against any Agent in respect of, and agrees that no Agent shall be liable for, any action that such Agent takes, or abstains from taking, in either case in accordance with the application of the RSA Bail-in Powers or Resolution Actions by the Resolution Authority with respect to the Senior Notes.

(ii) If the Resolution Authority exercises the RSA Bail-in Powers, or takes any Resolution Action, with respect to less than the total Amounts Due, unless the Agents are otherwise instructed by the Issuer or the Resolution Authority (and in the event of conflicting instructions, the instructions of the Resolution Authority shall take precedence), any cancellation, write-off or conversion made in respect of the Senior Notes pursuant to the RSA Bail-in Powers or Resolution Action will be made on a *pro-rata* basis.

(h) *Interpretation:* For the purposes of this Condition 6, a reference to:

(i) the "**Senior Notes**" includes any beneficial interest in the Senior Notes; and

(ii) the "**Noteholders**" includes any Person holding a beneficial interest in the Senior Notes.

7. **Fixed Rate Note Provisions**

(a) *Application*: This Condition 7 is applicable to the Senior Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Senior Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 12 (*Payments – Bearer Notes*) or Condition 13 (*Payments – Registered Notes*), as applicable. Each Senior Note will cease to bear interest from (and including) the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7(b) (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Senior Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Senior Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*: Other than if the Senior Notes are redeemed on any date that is not an Interest Payment Date, the amount of interest payable in respect of each Senior Note on each Interest Payment Date for the Interest Period ending on (but excluding) such date shall be the relevant Fixed Coupon Amount, unless a Broken Amount is specified with respect to a particular Interest Period in the relevant Final Terms, in which case the amount of interest payable in respect of each Senior Note on the Interest Payment Date for such Interest Period ending on (but excluding) such date shall be the relevant Broken Amount. If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will be the final Broken Amount specified in the relevant Finale Terms. If the Senior Notes are in more than one Specified Denomination, the amount of interest payable in respect of each Senior Note shall be

the relevant Fixed Coupon Amount or Broken Amount, as the case may be, in respect of the relevant Specified Denomination.

(d) *Calculation of interest amount*: The amount of interest payable in respect of each Senior Note for any period for which a Fixed Coupon Amount or a Broken Amount, as the case may be, is not specified or if the Senior Notes are redeemed on any day that is not an Interest Payment Date shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Senior Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

8. **Floating Rate Note Provisions**

(a) *Application*: This Condition 8 is applicable to the Senior Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Senior Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 12 (*Payments – Bearer Notes*) or Condition 13 (*Payments – Registered Notes*), as applicable. Each Senior Note will cease to bear interest from (and including) the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8(b) (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Senior Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Senior Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and the Reference Rate is not SONIA, SOFR or Term SOFR, the Rate of Interest applicable to the Senior Notes for each Interest Period will, subject to Condition 8(n) (*Benchmark Replacement*) be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the offered quotations for the Reference Rate which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date; ***provided that*** 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 of such offered quotations;

(iv) if, in the case of Condition 8(c)(i), such rate does not appear on that page or, in the case of Condition 8(c)(ii), fewer than three such offered quotations appear on that page or if, in either case, the Relevant Screen Page is unavailable:

(A) the Issuer (or an agent appointed by the Issuer) will request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Issuer (or an agent appointed by the Issuer) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date; and

(B) the Calculation Agent will determine the arithmetic mean of such quotations; and

(v) if Condition 8(c)(iv) applies and fewer than two such quotations are provided by the Reference Banks as requested, the Calculation Agent will determine the arithmetic mean of the rates per annum (expressed as a percentage) communicated to the Issuer (or an agent appointed by the Issuer) upon request (and notified to the Calculation Agent) by the Issuer (or an agent appointed by the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market of the Relevant Financial Centre,

and the Rate of Interest for such Interest Period shall be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that**, if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Senior Notes during such Interest Period will be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Senior Notes in respect of the immediately preceding Interest Period for which such rate or arithmetic mean was determined (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to such immediately preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant

Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period).

(d) *Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR):* Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SONIA or SOFR (but not Term SOFR):

(i) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Period will, subject as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pBD}\,\mathrm{X}\,n_i}{D}\right)-1\right]\mathrm{X}\frac{D}{d}$$

where:

"**Business Day**" or "**BD**", in this Condition 8(d)(i) means: (A) where "SONIA" is specified as the Reference Rate, a London Business Day and (B) where "SOFR" is specified as the Reference Rate, a U.S. Government Securities Business Day;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is, in relation to any Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

"**d_o**" is, in relation to any Interest Accrual Period, the number of Business Days in such Interest Accrual Period;

"**i**" is, in relation to any Interest Accrual Period, a series of whole numbers from one to do, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Interest Accrual Period;

"**Interest Accrual Period**" means in relation to any Interest Period:

(A) where "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, such Interest Period;

(B) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the Observation Period relating to such Interest Period;

"**Lock-out Period**" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**ni**", for any Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**Observation Period**" means, in respect of any Interest Period, the period from and including the date falling "p" Business Days prior to the first day of such Interest Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Senior Notes become due and payable);

"**p**" means, for any Interest Period:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, zero; and

(C) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

"**r**" means:

(A) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

(B) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

(C) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date); and

(D) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date;

"**Reference Day**" means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, it shall be five);

"$\mathbf{r_{i\text{-}pBD}}$" means, in relation to any Interest Accrual Period, the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the relevant Final Terms, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, where "Lock-out" or "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Business Day "i";

"**SOFR**" means, in respect of any Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00 p.m. (New York City Time) (the "**SOFR Determination Time**") on the Business Day immediately following such Business Day; and

"**SONIA**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day.

(ii) Where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Weighted Average", the Rate of Interest for each Interest Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, where:

"**Business Day**" has the meaning set out in Condition 8(d)(i);

"**Lock-out Period**" has the meaning set out in Condition 8(d)(i);

"**Observation Period**" has the meaning set out in Condition 8(d)(i);

"**Reference Day**" has the meaning set out in Condition 8(d)(i);

"**Relevant Decimal Place**" has the meaning set out in Condition 8(d)(i); and

"**Weighted Average Reference Rate**" means:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(iii) Where "Index Determination" is specified as the Calculation Method in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{D}{d}$$

and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Final Terms;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 8(d)(i)) prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment

of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**p**" is the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five);

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, if the SONIA Compounded Index is applicable, it shall be five, and, if the SOFR Compounded Index is applicable, it shall be seven);

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 3.00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**Start**" means, in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 8(d)(i)) prior to the first day of such Interest Period.

Subject to Condition 8(n) (*Benchmark Replacement*), if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if "Index Determination" was not specified as the Calculation Method in the relevant Final Terms and as if "Compounded Daily" was specified instead as the Calculation Method in the relevant Final Terms and where "Observation Shift" was specified as the Observation Method.

(iv) Where "SONIA" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day, SONIA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(A) (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (2) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) subject to Condition 8(n) (*Benchmark Replacement*), if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, "r" shall be interpreted accordingly.

(v) Where "SOFR" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day (as defined in Condition 8(d)(i)), the Reference Rate is not available, subject to Condition 8(n) (*Benchmark Replacement*), such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website (as defined in Condition 8(d)(i) above) and "r" shall be interpreted accordingly.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 8(n) (*Benchmark Replacement*), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Senior Notes for the first Interest Period had the Senior Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period). If the relevant Series of Senior Notes become due and payable in accordance with Condition 11 (*Redemption, purchase, substitution and variation*) or Condition 15 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Senior Notes became due and payable and the Rate of Interest on such Senior Notes shall, for so long as any such Senior Note remains outstanding, be that determined on such date.

(e) *Screen Rate Determination for Floating Rate Notes which reference Term SOFR:* Where Term SOFR is specified as the Reference Rate in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 8(n) (*Benchmark Replacement*), be the rate for Term SOFR for the tenor specified in the relevant Final Terms that is provided by the Term SOFR Administrator and published by distributors of Term SOFR at 6:00 a.m. New York City time (or any amended publication time for Term SOFR, as specified by the Term SOFR Administrator) on the Term SOFR Determination Date for any Interest Period plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

(i) if, in respect of any Interest Period the Reference Rate is not available by either the Term SOFR Determination Date or such other date on which Term SOFR is required then, subject to Condition 8(n) (*Benchmark Replacement*), such Reference Rate shall be the Interpolated Term SOFR for a period equal in length to that Interest Period; and

(ii) if Condition 8(d)(i) applies but it is not possible to calculate the Interpolated Term SOFR, then the Rate of Interest for that Interest Period will be the last provided Term SOFR provided by the Term SOFR Administrator for the tenor specified in the relevant Final Terms;

(iii) "**Interpolated Term SOFR**" means, in relation to any Senior Note, the rate which results from interpolating on a linear basis between:

(A) either:

(1) the applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Senior Note; or

(2) if no such Term SOFR is available for a period which is less than the Interest Period of that Senior Note, SOFR for the day which is two US Government Securities Business Days before the Term SOFR Determination Date; and

(B) the applicable Term SOFR for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Senior Note.

(f) *ISDA Determination*: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Senior 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 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:

(i) the Floating Rate Option is as specified in the relevant Final Terms;

(ii) the Designated Maturity is a period specified in the relevant Final Terms;

(iii) the relevant Reset Date is either (A) if the relevant Floating Rate Option is based on the EURIBOR for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms;

(iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(v) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the relevant Final Terms:

(A) Compounding with Lookback;

(B) Compounding with Observation Period Shift; or

(C) Compounding with Lockout;

(vi) if the Floating Rate Option is a Compounded Index Floating Rate Option, the Index Method is Compounded Index Method with Observation Period Shift, as specified in the relevant Final Terms.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the relevant Final Terms.

For the purposes of this Condition 8(f), Floating Rate, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout, Compounded Index Floating Rate Option, Index Method and Compounded Index Method with Observation Period Shift have the meanings given to those terms in the ISDA Definitions.

(g) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(h) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Senior Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Senior Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(i) *Calculation of other amounts*: If the relevant Final Terms specifies that any other amount 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 is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

(j) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents, and each competent authority, stock exchange and/or quotation system (if any) by which the Senior Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in no event later than (1) the commencement of the relevant Interest Period, if determined prior to such time (in the case of each Rate of Interest, Interest Amount and Interest Payment Date), or (2) in all other cases, the fourth Business Day after such determination. Notice thereof shall also promptly be given to the Noteholders. 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. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Senior Note having the minimum Specified Denomination.

(k) *Notifications etc*.: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties for such purposes.

(l) *Receipt by Calculation Agent of Information:* If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 8, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Interest Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 8, it shall forthwith notify the Issuer and the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(m) *Liability of Calculation Agent:* For the avoidance of doubt, the Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any person for the purposes of providing any determination or calculation hereunder, which subsequently may be found to be incorrect or inaccurate in any way.

(n) *Benchmark Replacement*:

This Condition 8(n) applies to Floating Rate Notes and Reset Notes.

(i) *Senior Notes not linked to SOFR or Term SOFR:*

In addition to and notwithstanding the provisions of this Condition 8 above but subject, in the case of Senior Notes linked to SONIA, to Condition 8(d)(iv)(A) taking precedence, where the relevant Original Reference Rate or the relevant Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Senior Notes is not SOFR or Term SOFR, if the Issuer determines that a Benchmark Event has occurred in relation to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, in either case when any Rate of Interest (or any relevant component part thereof) remains to be determined by reference to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, then the following provisions shall apply (other than to Senior Notes linked to SOFR or Term SOFR):

(A) The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to determine (without any requirement for the consent or approval of the Noteholders) a Successor Rate, or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Senior Notes.

(B) An Independent Adviser appointed pursuant to this Condition 8(n) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer, and (in the absence of bad faith, fraud or negligence) shall have no liability whatsoever to the Paying Agents, the

Noteholders, the Issuer or the Couponholders for any determination made by it, pursuant to this Condition 8(n).

(C) If (1) the Issuer is unable to appoint an Independent Adviser; or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Rate in accordance with this Condition 8(n) prior to the date which is 5 (five) Business Days prior to the relevant Interest Determination Date or Reset Determination Date (as applicable) relating to the next succeeding Interest Period or Reset Period (as applicable), the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Rate.

(D) If a Successor Rate or, failing which, an Alternative Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Rate (as applicable) shall be the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) for each of the future Interest Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and to adjustment as provided in, this Condition 8(n); **provided, however,** that if Condition 8(n)(i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Rate prior to the relevant Interest Determination Date or Reset Determination Date (as applicable), the Rate of Interest applicable to the next succeeding Interest Period or Reset Period shall be equal to the Rate of Interest last determined in relation to the Senior Notes in respect of the immediately preceding Interest Period or Reset Period (as applicable). Alternatively, if there has not been a first Interest Payment Date or Reset Date (as applicable), the Rate of Interest shall be the Initial Rate of Interest, subject, where applicable, to substituting the Margin, any Maximum Rate of Interest (if applicable) or any Minimum Rate of Interest (if applicable) that applied to such preceding Interest Period or Reset Period (as applicable) for the Margin, Maximum Rate of Interest or Minimum Rate of Interest that is to be applied to the relevant Interest Period or Reset Period (as applicable). For the avoidance of doubt, this Condition 8(n)(i)(D) shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 8(n).

(E) If the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be); and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the relevant Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable), the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

(F) If any Successor Rate, Alternative Rate (if applicable) or Adjustment Spread is determined in accordance with this Condition 8(n) by the Independent Adviser or the Issuer (as applicable), the Independent Adviser or the Issuer (as applicable) may determine (1) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date, Reset Determination Date, Reset Determination Time and/or the definition of Reference Rate or Mid-Swap Floating Leg Benchmark Rate applicable to the Additional Tier 1 Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative (if applicable) and/or the Adjustment Spread (if applicable), (such amendments, the "**Benchmark Amendments**") and (2) the terms of the Benchmark Amendments, and in such event, the Issuer shall, subject to Condition 8(n)(i)(G) and subject to giving notice thereof in accordance with Condition 8(n)(i)(G), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice. For the avoidance of doubt, the Fiscal Agent shall (without liability to any person), at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required and prepared by or on behalf of the Issuer or the Independent Adviser in order to give effect to the Benchmark Amendments (provided, however, that the Fiscal Agent shall not be obliged to agree to any such Benchmark Amendments if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party). In connection with any such variation in accordance with this Condition 8(n)(i)(F), the Issuer shall comply with the rules of any stock exchange on which the Senior Notes are for the time being listed or admitted to trading.

(G) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 8(n) will be notified promptly (but in any event no later than the relevant Interest Determination Date or Reset Determination Date(as the case may be)) by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 21 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date(s) of such Successor Rate, Alternative Rate (if applicable), any Adjustment Spread (if applicable) and/or the Benchmark Amendments, if any. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(1) confirming (aa) that a Benchmark Event has occurred, (bb) the Successor Rate or, as the case may be, the Alternative Rate and, (cc) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 8(n); and

(2) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Calculation Agent's or the Paying Agent's ability to rely on such certificate) be binding on the Issuer, the Calculation Agent, the Paying Agents and the Noteholders.

(H) Without prejudice to the obligations of the Issuer under this Condition 8(n), the relevant Original Reference Rate and the fallback provisions provided for in Condition 8(c) (*Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)* and (as applicable) the relevant Mid-Swap Floating Leg Benchmark Rate and the fallback provisions provided for in Condition 10(d) (*Fallbacks*) will continue to apply unless and until the Issuer has determined that a Benchmark Event has occurred and only then once the Fiscal Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread (if applicable) and any Benchmark Amendments (if applicable) in accordance with Condition 8(n)(i)(F) above.

(ii) *Senior Notes linked to SOFR*:

In the case of Senior Notes linked to SOFR (but not Term SOFR) and subject (where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms) to the provisions of Condition 8(n)(iii) (*Effect of Benchmark Transition Event*):

(A) if the Issuer (in consultation, to the extent practicable, with the Calculation Agent or an Independent Adviser and acting in good faith and in a commercially reasonable manner) determines that a Benchmark Event and the relevant SOFR Index Cessation Date have both occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), the Mid-Swap Floating Leg Benchmark Rate or the Reference Rate (as applicable) shall be the rate that was recommended as the replacement for the SOFR by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the SOFR (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been recommended within one Business Day (as defined in Condition 8(d)(i)) of the SOFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the Overnight Bank Funding Rate (published on the New York Fed's Website at or around 5:00 p.m. (New York time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(B) if the Calculation Agent is required to use the Overnight Bank Funding Rate in Condition 8(n)(ii)(A) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the short-term interest rate target set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range),

and in each case "r" shall be interpreted accordingly.

(iii) *Effect of Benchmark Transition Event*:

In addition to and notwithstanding the provisions of this Condition 8 above, where "SOFR" or "Term SOFR" is specified as the Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Senior Notes and where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms, this Condition 8(n)(iii) shall apply:

(A) Notwithstanding any other provision to the contrary in these Conditions, if the Issuer or, at the Issuer's request, an Independent Adviser, determines on or prior to the Reference Time, that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current SOFR Benchmark, or Term SOFR Benchmark (as applicable) then the provisions set forth in this Condition 8(n)(iii) (the "**Benchmark Transition Provisions**"), will thereafter apply to all terms of the Senior Notes relevant in respect of such SOFR Benchmark or Term SOFR Benchmark (as applicable), including without limitation, the determination of any Rate of Interest. In accordance with the Benchmark Transition Provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any such Rate of Interest in respect of an Interest Period will be determined by reference to the relevant Benchmark Replacement;

(B) If the Issuer or, at the Issuer's request, an Independent Adviser, determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the SOFR Benchmark or Term SOFR Benchmark (as applicable) on any date, the Benchmark Replacement will replace the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for all purposes relating to the Senior Notes in respect of such determination on such date and all determinations on all subsequent dates;

(C) In connection with the implementation of a Benchmark Replacement, the Issuer, or at the Issuer's request, an Independent Adviser, will have the right to make Benchmark Replacement Conforming Changes from time to time;

(D) Subject as provided in the Agency Agreement, the Fiscal Agent shall, at the direction and expense of the Issuer and without any requirement for the consent or approval of the Noteholders or the Couponholders, be obliged to concur with

the Issuer to effect such Benchmark Replacement Conforming Changes (including, inter alia, by the execution of an agreement supplemental to/amending the Agency Agreement) and the Fiscal Agent shall not be liable to any party for any consequences thereof (provided, however, that the Fiscal Agent shall not be obliged to agree to any such Benchmark Replacement Conforming Changes if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party);

(E) The Issuer shall, prior to the taking effect of any Benchmark Replacement Conforming Changes, give notice thereof to the Calculation Agent, the Fiscal Agent and the Noteholders. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer confirming:

(1) that a Benchmark Transition Event has occurred;

(2) the applicable Benchmark Replacement;

(3) where applicable, any Benchmark Replacement Adjustment; and

(4) the terms of the Benchmark Replacement Conforming Changes. The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Fiscal Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Benchmark Replacement Conforming Changes and where applicable, any such other relevant changes pursuant to this Condition 8(n)(iii) specified in such certificate will (in the absence of manifest error and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents and the Noteholders.

(F) Any determination, decision or election that may be made by the Issuer or an Independent Adviser pursuant to this Condition 8(n)(iii), including any determination with respect to a tenor, rate, adjustment, occurrence or non-occurrence of an event, circumstance or date or any decision to take or refrain from taking any action or any selection:

(1) will be conclusive and binding absent manifest error;

(2) if made by the Issuer, will be made in the Issuer's sole discretion;

(3) if made by an Independent Adviser, will be made after consultation with the Issuer, and the Independent Adviser will not make any such determination, decision or election to which the Issuer reasonably objects; and

(4) notwithstanding anything to the contrary in these Conditions, the Agency Agreement or the Senior Notes, shall become effective without consent from the Noteholders or the Couponholders or any other party.

(G) If an Independent Adviser does not make any determination, decision or election that it is required to make pursuant to this Condition 8(n)(iii), then the Issuer will make that determination, decision or election on the same basis as described above.

(H) None of the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agents will have any liability for any determination made by or on behalf of Issuer or the Independent Adviser in connection with a Benchmark Transition Event or a Benchmark Replacement. In no event shall the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agent be responsible for determining if a Benchmark Transition Event has occurred or any substitute for SOFR or Term SOFR (as applicable), or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Fiscal Agent, the Calculation Agent, the Registrar and the Paying Agents will be entitled to conclusively rely on any determinations made by the Issuer or an Independent Adviser, and will have no liability for such actions taken at the direction of the Issuer, or at the Issuer's request, an Independent Adviser.

(I) In the event that the Rate of Interest for the relevant Interest Period or Reset Period, as applicable, cannot be determined in accordance with the foregoing provisions of this Condition 8(n)(iii) by the Issuer or an Independent Adviser, the Rate of Interest for such Interest Period or Reset Period, as applicable, shall be (1) that determined as at the immediately preceding Interest Determination Date or Reset Determination Date, as applicable, (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period or Reset Period, as applicable, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period or Reset Period, as applicable), or (2) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Senior Notes, the initial Rate of Interest which would have been applicable to such Series of Senior Notes for the first Interest Period had the Senior Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (3) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Senior Notes, the Rate of Interest which applied to the immediately preceding Interest Period, or (4) if there is no such preceding Reset Determination Date, the Initial Rate of Interest.

(iv) *Definitions:* In this Condition 8(n):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders

and Couponholders as a result of the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate by any Relevant Nominating Body;

(B) in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable), where such rate has been replaced by such Successor Rate or Alternative Rate (as applicable); or

(C) if no such customary market usage is recognised or acknowledged, the Independent Adviser in its discretion (in consultation with the Issuer) or the Issuer in its discretion (as applicable) determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines has replaced the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period or Reset Period (as applicable), or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines there is no such rate, such other rate as the Independent Adviser in its discretion (in consultation with the Issuer and acting in good faith and a commercially reasonable manner) or the Issuer in its discretion (acting in good faith and a commercially reasonable manner) (as applicable) determines is most comparable to the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

"**Benchmark**" means a SOFR Benchmark or a Term SOFR Benchmark (as applicable);

"**Benchmark Amendments**" has the meaning given to it in Condition 8(n)(i)(F);

"**Benchmark Event**" means:

(A) the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that it has ceased, or will by a specified future date cease publishing such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable)); or

(C) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has been or will, by a specified future date, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) as a consequence of which such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will be prohibited from being used or that its use will, by a specified future date, be subject to restrictions or adverse consequences, either generally, or in respect of the Senior Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) announcing that such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is no longer representative of an underlying market or the methodology to calculate such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has materially changed; or

(F) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, if applicable),

provided that in the case of paragraphs (B) to (E) above, the Benchmark Event shall occur on:

(1) in the case of paragraph (B) above, the date of the cessation of the publication of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

(2) in the case of paragraph (C) above, the date of discontinuation of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable); or

(3) in the case of paragraph (D) above, the date on which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is prohibited from being used or becomes subject to restrictions or adverse consequences; or

(4) in the case of paragraph (E) above, the date with effect from which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market,

and which is specified in the relevant public announcement, in each case, not (in any such case) the date of the relevant public statement (unless the date of the relevant public statement coincides with the relevant date in (1), (2), (3) or (4) above, as applicable);

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser (as applicable) as of the Benchmark Replacement Date:

(A) the sum of: (1) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) and (2) the Benchmark Replacement Adjustment;

(B) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or

(C) the sum of: (1) the alternate rate of interest that has been selected by the Issuer or an Independent Adviser (as applicable) as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) giving due consideration to any industry-accepted rate of interest as a replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for U.S. dollar-denominated floating rate notes at such time and (2) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser as of the Benchmark Replacement Date:

(A) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or an Independent Adviser giving due consideration to any industry-accepted spread adjustments, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark or Term SOFR Benchmark, as the case may be, with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or an Independent Adviser decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or an Independent Adviser decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or an Independent Adviser determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or an Independent Adviser determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark, as applicable, (including the daily published component used in the calculation thereof):

(A) in the case of sub-paragraph (A) or (B) of the definition of "Benchmark Transition Event", the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) permanently or indefinitely ceases to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) in the case of sub-paragraph (C) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein,

and, for the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) (including the daily published component used in the calculation thereof):

(A) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), the central bank for the currency of the SOFR Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable), which states that the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) announcing that the SOFR Benchmark or Term SOFR Benchmark (as applicable) is no longer representative;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the relevant Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the relevant Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**New York City Banking Day**" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

"**OBFR Index Cessation Date**" means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(A) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased, or will cease, to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate;

(B) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased, or will cease, to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

(C) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

"**Original Reference Rate**" means (A) the specified benchmark or screen rate (as applicable) originally specified in the relevant Final Terms and used to determine the Rate of Interest (or any component part thereof) on the Senior Notes, or (B) any Alternative Rate or Successor Rate (or component part thereof) determined pursuant to the operation of this Condition 8(n);

"**Reference Time**" means the SOFR Reference Time or the Term SOFR Reference Time (as applicable);

"**Relevant Nominating Body**" means, in respect of a benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable):

(A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap

floating leg benchmark rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, (2) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities, (4) the International Swaps and Derivatives Association, Inc. or any part thereof, or (5) the Financial Stability Board or any part thereof;

"**SOFR Benchmark"** means, initially, SOFR provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current SOFR Benchmark, then "SOFR Benchmark" means the applicable Benchmark Replacement;

"**SOFR Determination Date**" means, with respect to any SOFR Reset Date and with respect to (A) the Secured Overnight Financing Rate and (B) the Overnight Bank Funding Rate: (1) in the case of (A), the first Business Day immediately preceding such SOFR Reset Date; and (2) in the case of (B), the first New York City Banking Day immediately preceding such SOFR Reset Date;

"**SOFR Determination Time**" has the meaning given to it in the definition of "SOFR";

"**SOFR Index Cessation Date**" means, in respect of a Benchmark Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

"**SOFR Reference Time**" means, with respect to the determination of the SOFR Benchmark, (A) the SOFR Determination Time, and (B) if the SOFR Benchmark is not SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes;

"**SOFR Reset Date**" means each Business Day during the relevant Interest Period, provided however that if both a Benchmark Event and a SOFR Index Cessation Date have occurred, it shall mean: (A) in respect of the period from, and including, the first day of the Interest Period in which the SOFR Index Cessation Date falls (such Interest Period, the "**Affected Interest Period**") to, but excluding, the SOFR Index Cessation Date (such period, the "**Partial SOFR Period**"), each Business Day during the Partial SOFR Period; (B) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the "**Partial Fallback Period**"), each New York City Banking Day during the Partial Fallback Period; and (C) in respect of each Interest Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Period;

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is a successor to or replacement of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (for the avoidance of doubt, whether or not such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

"**Term SOFR Benchmark**" means, initially, Term SOFR provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Term SOFR Benchmark, then "Term SOFR Benchmark" means the applicable Benchmark Replacement;

"**Term SOFR Determination Time**" has the meaning given to it in the definition of "Term SOFR";

"**Term SOFR Reference Time**" means, with respect to the determination of the Term SOFR Benchmark, the Term SOFR Determination Time, and if the Term SOFR Benchmark is not Term SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

9. **Zero Coupon Note Provisions**

(a) *Application*: This Condition 9 is applicable to the Senior Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Late payment on Zero Coupon Notes*: If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter 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 on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (A) the day on which all sums due in respect of such Senior Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Senior Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

10. **Reset Note Provisions**

(a) *Application*: This Condition 10 is applicable to the Senior Notes only if the Reset Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Rates of Interest and Interest Payment Dates*: Each Senior Note which is specified in the relevant Final Terms as being a Reset Note bears interest on its outstanding principal amount:

(i) in respect of the period from (and including) the Interest Commencement Date specified in the relevant Final Terms to (but excluding) the First Reset Date, at the rate per annum equal to the Initial Rate of Interest;

(ii) in respect of the First Reset Period, at the rate per annum equal to the First Reset Rate of Interest; and

(iii) if applicable, in respect of each Subsequent Reset Period, at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date, subject as provided in Condition 12 (*Payments – Bearer Notes*) or Condition 13 (*Payments – Registered Notes*), as applicable. If specified in the relevant Final Terms, Floating Rate Reset Note Provisions shall be applicable from (and including) the Reset Date specified in such Final Terms.

The Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 7 (*Fixed Rate Note Provisions*) and, in respect of any period for which Floating Rate Reset Note Provisions are applicable, Condition 8 (*Floating Rate Note Provisions*).

Each Senior Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 10 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Senior Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Senior Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Fallbacks*:

This Condition 10(d) applies in respect of each Interest Period other than any Interest Period in respect of which the Floating Rate Reset Note Provisions are applicable.

Where the Sterling Reference Bond Rate or Reference Bond Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the Reset Reference Rate shall be, in the case of the First Reset Rate of Interest, the Initial Reference Rate and, in the case of any Subsequent Reset Rate of Interest, the Reset Reference Rate as at the last preceding Reset Date.

Where the U.S. Treasury Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the U.S. Treasury Rate shall be determined in accordance with the second paragraph in the definition of U.S. Treasury Rate.

Where the Mid-Swap Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (subject to Condition 8(n) (*Benchmark Replacement*)), the Issuer shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Reset Determination Time.

If two or more of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum (converted (if necessary) as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable)) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) shall be the sum (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of such Mid-Market Swap Rate Quotation and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation or if the Calculation Agent does not at any time for any reason determine the Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the Reset Rate of Interest shall be the Initial Rate of Interest.

(e) *Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount*:

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified, *inter alios*, to the Issuer and the Fiscal Agent as soon as possible after their determination but in no event later than the relevant Reset Date. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 21 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment). Any such amendment will be promptly notified by the Calculation Agent to the Issuer and the Fiscal Agent. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 21 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

(f) *Receipt by Calculation Agent of Information*: If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 10, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Reset Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 10, the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(g) *Certificates to be final*: All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 10(g) shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders or the Couponholders shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions. The Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party for any failure of the Reset Reference Banks to provide quotations as requested of them or as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any Reset Reference Bank or any Person, which subsequently may be found to be incorrect or inaccurate in any way.

(h) *Definitions:* In this Condition 10:

"**First Reset Margin**" means the margin *specified* as such in the relevant Final Terms;

"**First Reset Date**" means the *date* specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the First Reset Date was an Interest Payment Date;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms, as the sum of (A) the relevant Reset Reference Rate and (B) the First Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Senior Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable, as the sum of (A) the Reset Note Floating Rate and (B) the First Reset Margin;

"**Fixed Leg Swap Payment Frequency**" has the meaning given in the relevant Final Terms;

"**Initial Rate of Interest**" has the meaning specified in the relevant Final Terms;

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Payment Frequency (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"**Mid-Swap Floating Leg Benchmark Rate**" means the reference rates specified as such in the relevant Final Terms;

"**Mid-Swap Floating Leg Maturity**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 10(d) (*Fallbacks*), either:

(i) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page, in either case, as at approximately the Reset Determination Time on such Reset Determination Date, all as determined by the Calculation Agent;

"**Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum equal to the yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent), or the affiliates of such banks, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent), of the bid and offered prices for the Reset Reference Bond (expressed in each case as a percentage of its principal amount) as at the Reset Determination Time on such Reset Determination Date and, if relevant, on a dealing basis for settlement that is customarily used at such time and quoted in writing to the Issuer or (if applicable) the Calculation Agent by such Reference Government Bond Dealer;

"**Reset Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Reset Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Reset Business Centre;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, unless otherwise specified in the relevant Final Terms, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Reset Business Day prior to the first day of each such Subsequent Reset Period;

"**Reset Determination Time**" means in relation to a Reset Determination Date, 11.00 a.m. in the Principal Financial Centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Final Terms;

"**Reset Note Floating Rate**" means the Rate of Interest determined in accordance with the provisions for determining rates of interest in Condition 8 (*Floating Rate Note Provisions*) ***provided that*** references to:

(i) Margin shall be deemed to be the First Reset Margin or the Subsequent Reset Margin, as applicable; and

(ii) Interest Commencement Date shall be deemed to be the First Reset Date;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate (in the case of the calculation of the Mid-Swap Rate) as selected by the Issuer on the advice of an investment bank of international repute;

"**Reset Reference Bond**" means for any Reset Period, the bond specified as such in the relevant Final Terms or, if not so specified or to the extent that such Reset Reference Bond specified in the Final Terms is no longer outstanding on the relevant Reset Determination Date, a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer (after consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent, if applicable) as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

"**Reset Reference Bond Price**" means, with respect to any Reset Determination Date:

(i) if at least five such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest (or in the event of equality, one of the highest) and lowest (or in the event of equality, one of the lowest) such Reference Government Bond Dealer Quotations; or

(ii) if fewer than five but more than one such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of all such quotations; or

(iii) if only one Reference Government Bond Dealer Quotation is received, such quotation.

"**Reset Reference Rate**" means one of (i) the Mid-Swap Rate, (ii) the Reference Bond Rate, (iii) the Sterling Reference Bond Rate or (iv) the U.S. Treasury Rate, as specified in the relevant Final Terms;

"**Sterling Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the gross redemption yield in respect of the Reset Reference Bond expressed as a percentage and calculated by the Issuer or (if applicable) the Calculation Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 5, Section One: Price/Yield Formulae "Conventional Gilts" (published on 8 June 1998 and updated on 15 January 2002, 16 March 2005 and 18 December 2024, and as further amended, updated, supplemented or replaced from time to time) or, if such basis is no longer in customary market usage at such time, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Issuer following consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer (which, for the avoidance of doubt, could be the Calculation Agent, if applicable), on an annual or semi-annual (as the case may be) compounding basis (rounded up (if necessary) to four decimal places) of the Reset Reference Bond in respect of that Reset Period, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for the Reset Determination Date in respect of such Reset Period;

"**Second Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the Second Reset Date was an Interest Payment Date;

"**Subsequent Reset Date**" means the date or dates specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the relevant Subsequent Reset Date was an Interest Payment Date;

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**Subsequent Reset Period**" means, if applicable, the period from (and including) the Second Reset Date to (but excluding) the first Subsequent Reset Date (if any), and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (if any) or, if there is no such Subsequent Reset Date, the Maturity Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 10(b) (*Rates of Interest and Interest Payment Dates*) (if applicable), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms as the sum of (A) the relevant Reset Reference Rate and (B) the relevant Subsequent Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Senior Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable, as the sum of (A) the Reset Note Floating Rate and (B) the Subsequent Reset Margin; and

"**U.S. Treasury Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum calculated by the Calculation Agent equal to: (i) the average of the yields on actively traded U.S. Treasury securities adjusted to constant maturity, for a maturity comparable with the Reset Period, for the five business days immediately prior to the Reset Determination Date and appearing under the caption "Treasury constant maturities" at the Reset Determination Time on the Reset Determination Date in the applicable most recently published statistical release designated "H.15 Daily Update", or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity, under the caption "Treasury Constant Maturities", for a maturity comparable with the Reset Period; or (ii) if such release (or any successor release) is not published during the week immediately prior to the Reset Determination Date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Reset Reference Bond, calculated using a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date.

If the U.S. Treasury Rate cannot be determined, for whatever reason, as described under (i) or (ii) above, "**U.S. Treasury Rate**" means the rate in percentage per annum as notified by the Calculation Agent to the Issuer equal to the yield on U.S. Treasury securities having a maturity comparable with the Reset Period as set forth in the most recently published statistical release designated "H.15 Daily Update" under the caption "Treasury constant maturities" (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury constant maturities" for the maturity comparable with the Reset Period) and as at the Reset Determination Time on the last available date preceding the Reset Determination Date on which such rate was set forth in such release (or any successor release).

11. **Redemption, Purchase, Substitution and Variation**

(a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Senior Notes will be redeemed at their Final Redemption Amount on the Maturity Date (if any), subject as provided in Condition 13 (*Payments – Registered Notes*).

(b) *Redemption for tax reasons:* Senior Notes may be redeemed (subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*)) at the option of the Issuer in whole, but not in part, if a Tax Event occurs:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*)) in accordance with Condition 21 (*Notices*), at their Early Redemption Amount, together with accrued and unpaid interest (if any) to (but excluding) such date **provided, however, that** no such notice of redemption shall be given earlier than:

(A) where the Senior Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts if a payment in respect of the Notes were then due; or

(B) where the Senior Notes may be redeemed only on 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 if a payment in respect of the Senior Notes were then due.

Prior to the publication of any notice of redemption pursuant to this Condition 11(b), the Issuer shall deliver to the Fiscal Agent (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 legal advisers of recognised standing to the effect that a Tax Event has occurred. Upon the expiry of any such notice as is referred to in this Condition 11(b), the Issuer shall be bound to redeem the Senior Notes in accordance with this Condition 11(b).

(c) *Redemption at the option of the Issuer:* If the "Call Option" is specified in the relevant Final Terms as being applicable, the Senior Notes may be redeemed (subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*)) at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) upon the Issuer's giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders in accordance with Condition 21 (*Notices*) (which notice shall be irrevocable, subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*) and, other than in the circumstances set out below, shall oblige the Issuer to redeem the Senior Notes or, as the case may be, the Senior Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) together with any accrued and unpaid interest (if any) to (but excluding) such date). Any notice of redemption given pursuant to this Condition 11(c) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant Optional Redemption Date (Call) may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the Optional Redemption Date (Call), or by the Optional Redemption Date (Call) so delayed.

(d) *Partial redemption*: If the Senior Notes are to be redeemed in part only on any date in accordance with Condition 11(c) (*Redemption at the option of the Issuer*), in the case of Bearer Notes, the Senior Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Senior Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 11(c) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Senior Notes so to be redeemed, and, in the case of Registered Notes, each Senior Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Senior Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Senior Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(e) *Redemption at the option of Noteholders*: If the "Put Option" is specified in the relevant Final Terms as being applicable, subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*) the Issuer shall, at the option of the Holder of any Senior Note redeem such Senior Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with any accrued and unpaid interest (if any) to (but excluding) such date. In order to exercise the option contained in this Condition 11(e), the Holder of a Senior Note must, not less than 15 nor more than 45 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Senior Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Senior Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Senior Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 11(e), may be withdrawn; **provided**, **however**, **that** if, prior to the relevant Optional Redemption Date (Put), any such Senior Note becomes immediately due and payable or, upon due presentation of any such Senior Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Senior Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Senior Note is held by a Paying Agent in accordance with this Condition 11(e), the depositor of such Senior Note and not such Paying Agent shall be deemed to be the Holder of such Senior Note for all purposes. A Noteholder may not require the Issuer to redeem any Senior Note under this Condition 11(e) if the Issuer has given prior notice in accordance with Condition 21 (*Notices*) that it will redeem that Senior Note pursuant to Condition 11(b) (*Redemption for tax reasons*), Condition 11(c) (*Redemption at the option of the Issuer*) or Condition 11(f) (*Issuer clean up call option*).

(f) *Issuer clean up call option*: If "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, and if, at any time, the outstanding aggregate principal amount of the Senior Notes is the Clean Up Call Percentage or less of the aggregate principal amount of the Senior Notes originally issued (and for these purposes, any further Senior Notes issued pursuant to Condition 20 (*Further Issues*) and consolidated with the Senior Notes as part of the same Series shall be deemed to have been originally issued), (subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*)), the Issuer may redeem all (but not some only) of the outstanding Senior Notes:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 11(k) (*Rescission of notice of redemption upon a Resolution Event*)) in accordance with Condition 21 (*Notices*), and, other than in the circumstances set out below, shall oblige the Issuer to redeem all of the outstanding Senior Notes on the date fixed for redemption at their Early Redemption Amount, together with accrued and unpaid interest (if any) to (but excluding) such date.

Any notice of redemption given pursuant to this Condition 11(f) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant

redemption date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the date fixed for redemption, or by the date fixed for redemption so delayed.

(g) *No other redemption*: The Issuer shall not be entitled to redeem the Senior Notes otherwise than as provided in Conditions 11(a) (*Scheduled redemption*) to 11(f) (*Issuer clean up call option*).

(h) *Early redemption of Zero Coupon Notes*: Unless otherwise specified in the relevant Final Terms, 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 date fixed for redemption or (as the case may be) the date upon which the Senior Note becomes due and payable.

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 of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the relevant Final Terms for the purposes of this Condition 11(h) or, if none is so specified, a Day Count Fraction of 30E/360.

(i) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Senior Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith.

(j) *Cancellation*: All Senior Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them may, at its option, be cancelled and may, if cancelled, not be reissued or resold.

(k) *Rescission of notice of redemption, substitution or variation upon a Resolution Event*:

(i) If:

(A) the Issuer has given a notice of redemption of any Senior Notes pursuant to Condition 11(b) (*Redemption for tax reasons*), Condition 11(c) (*Redemption at the option of the Issuer*) or Condition 11(f) (*Issuer clean up call option*); or

(B) a Noteholder has given a Put Option Notice in respect of any Senior Notes pursuant to Condition 11(e) (*Redemption at the option of the Noteholders*),

and, after giving such notice but prior to the date of such redemption, a Resolution Event in relation to the Issuer occurs, the relevant notice of redemption or Put Option Notice (as applicable) shall be automatically rescinded and shall be of no force and effect, the applicable Senior Notes will not be redeemed on the applicable Early Redemption Date, Optional Redemption Date (Call) or Optional Redemption Date (Put) (as applicable).

(ii) Following the occurrence of a Resolution Event:

(A) the Issuer shall not be entitled to give any notice of redemption pursuant to Condition 11(b) (*Redemption for tax reasons*), Condition 11(c) (*Redemption at the option of the Issuer*) or Condition 11(f) (*Issuer clean up call option*); and

(B) no Noteholder shall be entitled to give a Put Option Notice pursuant to Condition 11(e) (*Redemption at the option of the Noteholders*).

12. **Payments – Bearer Notes**

This Condition 12 is only applicable to Bearer Notes.

(a) *Principal:* Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the U.S. by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.

(b) *Interest:* Payments of interest shall, subject to Condition 12(h) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the U.S. in the manner described in Condition 12(a).

(c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the U.S. with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Senior Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable U.S. law.

(d) *Payments subject to fiscal laws:* All payments in respect of the Bearer Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 14 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) *Deductions for unmatured Coupons:* If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would

otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 12(a) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

(f) *Unmatured Coupons void*: If the relevant Final Terms specifies that this Condition 12(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Senior Note or early redemption in whole of such Senior Note pursuant to Condition 11(b) (*Redemption for tax reasons*) Condition 11(e) (*Redemption at the option of Noteholders*), Condition 11(c) (*Redemption at the option of the Issuer*) or Condition 15 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(g) *Payments on business days:* If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the U.S. (or in New York City if permitted by Condition 12(c)).

(i) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(j) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon) but excluding any Coupons in respect of which claims have already become void pursuant to Condition 16 (*Prescription*). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Senior Note shall become void and no Coupon will be delivered in respect of such Talon.

(k) *Payment of U.S. dollar Equivalent*: Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Senior Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five nor more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 12(k) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

(l) *Payment of Renminbi:* Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

13. **Payments – Registered Notes**

This Condition 13 is only applicable to Registered Notes.

(a) *Principal*: Payments of principal shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Senior Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(b) *Interest*: Payments of interest shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(c) *Payments subject to fiscal laws:* All payments in respect of the Registered Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 14 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 14 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(d) *Payments on business days*: Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the Payment Business Day immediately preceding the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B)

a cheque mailed in accordance with this Condition 13(d) arriving after the due date for payment or being lost in the mail.

(e) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.

(f) *Record date*: Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

(g) *Payment of U.S. dollar Equivalent*: Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Senior Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five or more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 13(g) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

(h) *Payment of Renminbi:* Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

14. **Taxation**

(a) *Gross up*: All payments of principal and interest in respect of the Senior Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such Taxes is required by law. In that event, the Issuer shall pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders and the Couponholders of such amounts after such withholding or deduction as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable in respect of any Senior Note or Coupon:

(i) presented for payment by, or on behalf of, or held by, a Holder which is liable to such Taxes in respect of such Senior Note or Coupon by reason of its having some connection with South Africa other than the mere holding of such Senior Note or Coupon; or

(ii) where (in the case of a payment of principal or interest on redemption) the relevant Senior Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting or surrendering such Senior Note or Coupon or Note Certificate on the last day of such period of 30 days; or

(iii) presented for payment by or on behalf of, or held by, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent; or

(iv) 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 determined in accordance with paragraph 10 of Schedule 8 to the Income Tax Act) of any Noteholder; or

(v) if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of disputers or alleged tax defaulters.

(b) *FATCA withholding*: Notwithstanding any other provision in these Conditions, the Issuer, and the Paying Agents, shall be permitted to withhold or deduct any amounts required by the rules of the Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay Additional Amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

(c) *Taxing jurisdiction*: If the Issuer becomes subject at any time to any taxing jurisdiction other than South Africa, references in these Conditions to South Africa shall be construed as references to South Africa and/or such other jurisdiction.

15. **Events of Default**

(a) *Events of Default*:

An Event of Default shall arise if any one or more of the following events shall have occurred and be continuing:

(i) *Non-payment*: the failure by the Issuer to pay within 7 days from the due date any amount due in respect of any of the Senior Notes; or

(ii) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Senior Notes or the Deed of Covenant and such default remains unremedied for 30 days after written notice thereof has been delivered by any Noteholder to the Issuer or to the Specified Office of the Fiscal Agent (addressed to the Issuer); or

(iii) *Cross default of the Issuer or Principal Subsidiary:*

(A) any Financial Indebtedness of the Issuer or any of its Principal Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;

(B) any such Financial Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or (as the case may be) the relevant Principal Subsidiary or

(**provided that** no event of default, howsoever described, has occurred) any Person entitled to such Financial Indebtedness; or

(C) the Issuer or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Financial Indebtedness;

provided that the amount of Financial Indebtedness referred to in sub paragraph (A) and/or sub paragraph (B) above and/or the amount payable under any Guarantee referred to in subparagraph (C) above individually or in the aggregate exceeds U.S.$100,000,000 (or its equivalent in any other currency or currencies); or

(iv) *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 in excess of U.S.$100,000,000 (or its equivalent in any other currency or currencies) is rendered against the Issuer or any of its Principal Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) thereof or, if later, the date therein specified for payment; or

(v) *Security enforced*: any present or future Security Interest created by the Issuer or any Principal Subsidiary over all or a substantial part of its undertaking, assets and revenues for an amount at the relevant time in *excess* of U.S.$100,000,000 (or its equivalent in any other currency or currencies) becomes enforceable and any step is taken to enforce it (including, but not limited to, the taking of possession or the appointment of a receiver, administrative receiver, manager or other similar person or analogous event) unless such enforcement is discharged within 45 days or the Issuer or Principal Subsidiary (as the case may be) is contesting such enforcement in good faith; or

(vi) *Insolvency, winding-up, etc*.: the granting of an order by any competent court or authority for the Winding-Up of the Issuer or (in relation to a Principal Subsidiary only) commencement of business rescue proceedings of any Principal Subsidiary, whether provisionally (and not *dismissed* or withdrawn within 30 days of the granting of such order) or finally, or the placing of the Issuer or any Principal Subsidiary under voluntary liquidation, **provided that** no Winding-Up or commencement of business rescue proceedings shall constitute an Event of Default if the Winding-Up or commencement of business rescue proceedings is: (A) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement of a Principal Subsidiary within the Group, (B) in the case of the Issuer, in respect of a Solvent Reconstruction, or (C) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by Extraordinary Resolution of Noteholders before the date of the Winding-Up; or

(vii) *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 Programme for the issuance of the Senior Notes is not taken, fulfilled or done, or any such consent, licence, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Senior Notes, the Coupons or the Programme for the issuance of the Senior Notes; or

(viii) *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 Senior Notes or the SBG Deed of Covenant or the SBSA Deed of Covenant, as applicable.

Upon the happening of an Event of Default, any Holder of Senior Notes may, by written notice to the Issuer at its registered office, effective upon the date of receipt thereof by the Issuer, declare the Senior Notes held by such Noteholder to be forthwith due and payable. Upon receipt of that notice, such Senior Notes shall become forthwith due and payable at the Early Termination Amount, together with accrued and unpaid interest (if any) to (but excluding) the date of payment.

(b) *Effect of Resolution*:

(i) No provision of these Conditions or the relevant Final Terms or any other agreement, arrangement or understanding relating to the Senior Notes is of any effect to the extent that the provision:

(A) confers a right, or imposes an obligation, on a Person; or

(B) accelerates or varies an obligation of a Person,

upon, or as a result of, the occurrence of a Resolution Event or as a result of any Resolution Action or proposed Resolution Action being taken in relation to the Issuer, whether or not the Person is a party to these Conditions, the relevant Final Terms or such other agreement, arrangement or understanding.

(ii) Neither the placing, nor the proposed placing, of the Issuer in Resolution nor the taking, or the proposed taking, of any Resolution Action in relation to the Issuer following the occurrence of a Resolution Event shall constitute an event of default (howsoever described) or entitle the Noteholders to declare the Senior Notes to be due and payable prior to the Maturity Date.

(iii) This Condition 15(b) does not apply in relation to an obligation to give notice to a Person.

(c) *Notification*: If the Issuer becomes aware of the occurrence of:

(i) a Resolution Event in relation to the Issuer; and/or

(ii) any Event of Default,

the Issuer shall forthwith notify all the Noteholders in accordance with Condition 21 (*Notices*) within 1 (one) business day after becoming aware that such event or circumstances has occurred, the details of such event or circumstances. In this Condition 15(c), "**business day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Johannesburg, South Africa.

16. **Prescription**

Claims for principal in respect of Bearer Notes and/or Coupons, as the case may be, shall become void unless the relevant Bearer Notes and/or Coupons, as the case may be, are presented for payment within ten years of the appropriate Relevant Date. Claims for principal and interest on redemption in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

17. **Replacement of Senior Notes and Coupons**

If any Senior Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, subject to all Applicable Laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security,

indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Senior Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

18. **Agents and Registrar**

In acting under the Agency Agreement and in connection with the Senior Notes and the Coupons, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed in the Base Prospectus. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar, fiscal agent or Calculation Agent and additional or successor paying agents and transfer agents; **provided**, **however**, **that**:

(i) the Issuer shall at all times maintain a fiscal agent and a registrar; and

(ii) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(iii) if and for so long as the Senior Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent and/or registrar in any particular place, the Issuer shall maintain a paying agent and/or a registrar each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or the Registrar or in their Specified Offices shall promptly be given to the Noteholders.

19. **Meetings of Noteholders; Modification**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings (including by way of conference call using an audio or video conference platform) of Noteholders to consider matters relating to the Senior Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Senior Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing more than half of the aggregate principal amount of the outstanding Senior Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Senior Notes held or represented; **provided**, **however**, **that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three quarters or, at any adjourned meeting, one-quarter of the aggregate principal amount of the outstanding Senior Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) *Modification*: The Senior Notes, these Conditions and the Deeds of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In

addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, is made to correct a manifest error or is, in its sole opinion, not materially prejudicial to the interests of the Noteholders.

The consent or approval of the Noteholders shall not be required in the case of amendments to the Conditions pursuant to Condition 8(n) (*Benchmark Replacement*) to vary the method basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Senior Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 8(n) (*Benchmark Replacement*), where the Issuer has otherwise complied with the requirements set out in the same Condition.

20. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Senior Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Senior Notes.

21. **Notices**

(a) *Bearer Notes*: Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.

(b) *Registered Notes*: Notices to the Holders of Registered Notes will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In addition, notices to Noteholders will be published on the date of such mailing in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe.

22. **Currency Indemnity**

If any sum due from the Issuer in respect of the Senior Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Senior Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

23. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

24. **Governing Law and Jurisdiction**

(a) *Governing law*: The Senior Notes and all non-contractual obligations arising out of or in connection with the Senior Notes are governed by English law, save that the provisions of Condition 6 (*Recognition of RSA Bail-in Powers*) (the "**South African Law Provisions**"), and all non-contractual obligations arising out of or in connection with the South African Law Provisions are governed by, and shall be construed in accordance with, South African law.

(b) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Senior Notes (including any non-contractual obligation arising out of or in connection with the Senior Notes).

(c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(d) *Rights of the Noteholders to take proceedings outside England*: Condition 24(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 24 prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.

(e) *South African Resolution Matters:* None of the provisions of Condition 24(b) (*English courts*), Condition 24(c) (*Appropriate forum*) or Condition 24(d) (*Rights of the Noteholders to take proceedings outside England*) shall apply to:

(i) any exercise or purported exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority; or

(ii) any decision, act or omission of the Resolution Authority in connection with any RSA Bail-in Power or any Resolution Action.

(f) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Standard Advisory London Limited (Attention: Head of Legal) at 20, Gresham Street, London, EC2V 7JE, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment

within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this Condition 24(f) shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

TERMS AND CONDITIONS OF THE FLAC NOTES

*The following is the text of the terms and conditions that, subject to completion and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms or, in the case of Exempt Flac Notes, the relevant Pricing Supplement and except for the paragraphs in italics (which are for information purposes only and do not form part of the Flac Conditions), shall be applicable to each Tranche of Flac Notes (the "**Flac Conditions**"). The full text of the Flac Conditions, as completed by the relevant Final Terms or Pricing Supplement (as applicable), will be endorsed on each Individual Note Certificate issued under the Programme. Certain provisions relating to Flac Notes while in global form, and certain modifications of the Flac Conditions applicable to such Flac Notes while in global form, are described in the section entitled "Summary of Provisions Relating to the Notes while in Global Form" below*

1. **Introduction**

(a) *Programme*: The Standard Bank of South Africa Limited ("**SBSA**") and Standard Bank Group Limited ("**SBG**") have established a Euro Medium Term Note Programme (the "**Programme**") under a Base Prospectus dated 30 September 2026 (the "**Base Prospectus**") for the issuance of up to U.S.$4,000,000,000 in aggregate principal amount of notes (the "**Notes**").

(b) *Issuer*: Reference to the "**Issuer**" in these Conditions is to SBG.

(c) *The Flac Notes*: All references in these Conditions to "Flac Notes" are to Notes issued under the Programme which are specified in the relevant Final Terms or Pricing Supplement (each as defined below) as having the status of Flac Notes.

(d) *Final Terms*:

(i) Flac Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Flac Notes. Each Tranche of Flac Notes is the subject of a written final terms (the "**Final Terms**") or, in the case of Exempt Flac Notes only, a pricing supplement (a "**Pricing Supplement**") which completes these terms and conditions (the "**Conditions**").

(ii) In the case of Exempt Flac Notes, any other reference in these Conditions to "Final Terms" shall be deemed to be a reference to the relevant Pricing Supplement.

(iii) The terms and conditions applicable to any particular Tranche of Flac Notes are these Conditions as completed by, subject to Condition 1(d)(v), the relevant Final Terms applicable to such Flac Notes. These Conditions apply only to Flac Notes.

(iv) In the event of:

(A) any inconsistency between these Conditions (other than the Reserved Flac Conditions) and the relevant Final Terms, the relevant Final Terms shall prevail; and

(B) any inconsistency between any Reserved Flac Condition and the relevant Final Terms, such Reserved Flac Condition shall prevail, unless such Reserved Flac Condition has been amended, varied or modified by way of the relevant Final Terms with the prior written approval of the Resolution Authority as contemplated in Condition 1(d)(v) in which event the relevant Final Terms shall prevail in respect of such Reserved Flac Condition as so amended, varied or modified.

(v) Any amendment, variation or modification of any Reserved Flac Condition by way of the relevant Final Terms may not be made or effected without the prior written approval of

the Resolution Authority and any such amendment, variation or modification of any Reserved Flac Condition made or purported to be made or effected in the relevant Final Terms shall have no force or effect unless such prior written approval of the Resolution Authority has been obtained.

(vi) Copies of the relevant Final Terms are available for viewing during normal business hours at, and copies may be obtained during such times from, the registered office of the Issuer and the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

(e) *Deed of Covenant*: The Flac Notes are issued in registered form and are constituted by a deed of covenant in respect of the Issuer dated 30 September 2026 as amended and supplemented from time to time (the "**Deed of Covenant**").

(f) *Agency Agreement*: The Flac Notes are the subject of an amended and restated issue and paying agency agreement dated 30 September 2026 as amended and supplemented from time to time (the "**Agency Agreement**") between the Issuer, SBSA, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Flac Notes), The Bank of New York Mellon, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Flac Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Flac Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to any one of them.

(g) *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. The Noteholders are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

(h) *Flac Requirements*: Flac Notes may only be issued upon terms such that they comply with the Flac Requirements including, without limitation, that the Flac Notes (i) are fully paid, (ii) have a minimum initial maturity of at least the Prescribed Minimum Maturity, (iii) must be issued with a Specified Denomination equal to or more than the Prescribed Minimum Denomination, and (iv) do not contain any derivative-linked features.

2. **Interpretation**

(a) *Definitions*: In these Conditions the following expressions have the following meanings:

"**Additional Amounts**" has the meaning given to it in Condition 11 (*Taxation*);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

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

"**Amounts Due**" means the outstanding principal amount of, and any accrued but unpaid interest on, the Flac Notes, and references to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any RSA Bail-in Power by the Resolution Authority;

"**Applicable Laws**" means, in relation to a Person, all and any:

(i) statutes and subordinate legislation and common law;

(ii) regulations;

(iii) ordinances and by-laws;

(iv) directives, codes of practice, circulars, guidance notices, guidance notes, prudential standards, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

(v) other similar provisions,

from time to time, compliance with which is mandatory for that Person, and "**Applicable Law**" shall be construed accordingly;

"**Banks Act**" means the Banks Act, 1990 of South Africa;

"**Broken Amount**" means the amount specified as such in the relevant Final Terms;

"**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" means that the relevant date shall be postponed to 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, save in respect of Flac Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided**, **however**, **that**:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" means the amount specified as such in the relevant Final Terms;

"**Calculation Method**" has the meaning given in the relevant Final Terms;

"**Change in Law**" means on, or after the Issue Date of the first Tranche of Flac Notes in any Series of Flac Notes, (a) due to the adoption of or any change in any Applicable Law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Law or regulation (including any action taken by a taxing authority), the Issuer determines in good faith that it will incur a materially increased cost in performing its obligations under such Flac Notes (including, without limitation, due to any tax liability, decrease in tax benefit or other adverse effect on its tax position);

"**Clean Up Call Percentage**" means 25 per cent. or such other percentage as may be specified in the relevant Final Terms;

"**Code**" means the U.S. Internal Revenue Code of 1986;

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

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the

product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) where the Calculation Period is longer than one Regular Period, the sum of:

(a) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending on a date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**"is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vii) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(viii) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D_2 will be 30;

provided, however, that in each such case the number of days in the Calculation Period is calculated from (and including) the first day of the Calculation Period to (but excluding) the last day of the Calculation Period;

"**Designated Institution**" means a "*designated institution*" under and as defined in the Financial Sector Regulation Act;

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and in New York City;

"**Determination Date**" means the day which is 2 (two) Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Early Redemption Amount**" means, in respect of any Flac Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Flac Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**EURIBOR**" means the Euro wholesale funding rate known as the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any successor administrator of that rate);

"**Exempt Flac Notes**" means Flac Notes for which no prospectus is required to be published under the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook made in accordance with the POATRs;

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Final Redemption Amount**" means, in respect of any Flac Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Financial Sector Regulation Act**" means the Financial Sector Regulation Act, 2017 of South Africa;

"**Fixed Coupon Amount**" means the amount specified as such in the relevant Final Terms;

"**Fixed Rate Notes**" means Flac Notes to which the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable;

"**Flac Disqualification Event**" means an event which will be deemed to have occurred with respect to the Flac Notes of any Series if the Flac Notes of that Series cease (in whole or in part) to be eligible to qualify as Flac Instruments and be counted towards the loss-absorbing and recapitalisation capacity of the Issuer under the Financial Sector Regulation Act and the Flac Standard;

"**Flac Instrument**" means a "*flac instrument*" as defined in section 1(1) of the Financial Sector Regulation Act and complying with the Flac Requirements;

"**Flac Requirements**" means the Flac Standard and any other Applicable Law relating to Flac Instruments then in effect in South Africa in relation to Designated Institutions from time to time, in each case as amended, supplemented or replaced from time to time, prescribing the requirements with which the unsecured debt instruments contemplated in the Flac Standard (including the Flac

Notes) must comply in order for such unsecured debt instruments to qualify and rank as Flac Instruments;

"**Flac Standard**" means South African Prudential Standard RA03 (Flac Instrument Requirements for Designated Institutions) made by the Relevant Regulator under section 105(2)(c), read with section 30(1A) of the Financial Sector Regulation Act, and published on 11 December 2024;

"**Floating Rate Notes**" means Flac Notes to which (i) the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, or (ii) with effect from the relevant Reset Date specified in the relevant Final Terms, the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Governmental Authority**" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"**Group**" means the Issuer and its Subsidiaries;

"**Holder**" of a Flac Note means the Person in whose name such Flac Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholders**" shall be construed accordingly;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Illiquidity**" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Flac Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"**Income Tax Act**" means the Income Tax Act, 1962 of South Africa;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Flac Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case selected and appointed by the Issuer at its own expense;

"**Insolvency Act**" means the Insolvency Act, 1936 of South Africa;

"**Interest Amount**" means, in relation to a Flac Note and an Interest Period, the amount of interest payable in respect of that Flac Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Flac Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Final Terms;

"**Interest Payment Date**" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Flac Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as amended and updated as at the date of issue of the first Tranche of the Flac Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

"**Issue Date**" has the meaning given in the relevant Final Terms;

"**Junior Securities**" means, in relation to the Flac Notes:

(i) any share capital or any other securities issued by the Issuer the proceeds of which qualify (or were intended to qualify at issue) as Common Equity Tier 1 Capital;

(ii) any loans, debt instruments, securities or other instruments or obligations of the Issuer which upon issue qualified (or were intended to qualify) as Additional Tier 1 Capital;

(iii) any loans, debt instruments, securities or other instruments or obligations of the Issuer which upon issue qualified (or were intended to qualify) as Tier 2 Capital; and

(iv) any other shares or securities issued by, or any other loans, debt instruments, securities or other instruments or obligations of, the Issuer which rank, or are expressed to rank, whether by contract or under Applicable Law (including the Ranking Legislation), junior to the Flac Notes on a Winding-Up;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Market**" means the London Stock Exchange plc's Regulated Market;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" has the meaning given to it in Condition 8(h) (*Definitions*);

"**Mid-Swap Floating Leg Benchmark Rate**" has the meaning given to it in Condition 8(h) (*Definitions*);

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Observation Method**" means the method set out in the relevant Final Terms;

"**Official List**" means the official list of the United Kingdom Financial Conduct Authority;

"**Optional Redemption Amount**" means, in respect of any Flac Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**Optional Redemption Date**" has the meaning given in the relevant Final Terms;

"**Other Flac Securities**" means in relation to the Flac Notes, any loans, debt instruments, securities or other instruments or obligations of the Issuer (other than the Flac Notes):

(i) which upon issue qualified (or were intended to qualify) as Flac Instruments; or

(ii) which otherwise rank, or are expressed to rank, on a Winding-Up of the Issuer *pari passu* with the Flac Notes or with other loans, debt instruments, securities or other instruments or obligations of the Issuer falling within paragraph (i) above;

"**Payment Business Day**" means:

(i) if the currency of payment is euro, any day which is:

  (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

  (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(ii) if the currency of payment is not euro, any day which is:

  (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

  (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**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;

"**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Prescribed Minimum Denomination**" means the minimum denomination in which a Flac Note may be issued as prescribed by the Relevant Regulator from time to time under the Flac Requirements, and, if the Flac Notes are denominated in a currency other than South African Rand, the Specified Denomination of the Flac Notes will be converted to South African Rand as at the Issue Date of such Flac Notes for the purposes of determining compliance with the Prescribed Minimum Denomination under the Flac Requirements;

"**Prescribed Minimum Maturity**" means the minimum initial maturity of a Flac Note as prescribed under the Flac Requirements, being 24 months or such other period as may be prescribed under the Flac Requirements;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency; **provided**, **however**, **that**:

(i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer; and

(ii) in any other case any financial centre that is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

"**Qualifying Flac Securities**" means securities issued directly by the Issuer that:

(i) have terms not materially less favourable to an investor than the terms of the Flac Notes being substituted or varied in accordance with Condition 9(j) (*Substitution or Variation*) (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and provided that a certification to such effect of two authorised officers shall have been delivered to the Fiscal Agent prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (A) contain terms which comply with the then current minimum requirements of the Relevant Regulator in relation to Flac Instruments, required to ensure that such Qualifying Flac Securities qualify as Flac Instruments (B) include terms which provide for the same Rate of Interest or rate of return from time to time applying to the Flac Notes, and preserve the Interest Payment Dates; (C) rank *pari passu* with, the ranking of the Flac Notes; (D) preserve any existing rights under these Conditions to any accrued interest or other amounts which have not been paid; and (E) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Flac Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption;

(ii) if the Flac Notes are listed on the Official List and admitted to trading on the Market (A) are listed on the Official List and admitted to trading on the Market or (B) listed on such other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer; and

(iii) where the relevant Flac Notes which have been substituted or varied had a published rating solicited by the Issuer from one or more Rating Agencies immediately prior to their substitution or variation, benefit from (or will, as announced, or otherwise confirmed in writing, by each such relevant Rating Agency, benefit from) an equal or higher published rating from each such Rating Agency as that which applied to the relevant Flac Notes

(unless any downgrade is solely attributable to the ranking of the securities under sub-paragraph (i)(A) above);

"**Ranking Legislation**" means the Insolvency Act, as read with and amended by section 166W of the Financial Sector Regulation Act, and any other law or regulation from time to time which is applicable to the Issuer and relevant for determining the rights of members and creditors of the Issuer (including the holders of Flac Instruments) in respect of the ranking of their respective claims against the Issuer in a Winding-Up;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Flac Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms and includes the Initial Rate of Interest, First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable;

"**Rating Agency**" means Fitch Ratings Limited, Moody's Investors Services Ltd or S&P Global Ratings UK Limited or any of their respective affiliates or successors;

"**Recognised Stock Exchange**" means a stock exchange which is both (i) a recognised stock exchange as defined in Section 1005 of the Income Tax Act 2007, and (ii) a recognised exchange as defined in paragraph 1 of the Eighth Schedule to the Income Tax Act;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount, the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate;

"**Reference Rate**" means EURIBOR, SONIA, SOFR or Term SOFR, in each case for the relevant currency and for the relevant period, as specified in the relevant Final Terms;

"**Register**" means the register maintained by the Registrar in respect of the Flac Notes in accordance with the Agency Agreement;

"**Regular Period**" means:

(i) in the case of Flac Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Flac Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Flac Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

"**Relevant Regulator**" means the Prudential Authority established under the Financial Sector Regulation Act, and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer and/or SBSA;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, 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 or the Mid-Swap Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Renminbi**" means the lawful currency of the PRC;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Renminbi Notes**" means Flac Notes denominated in Renminbi;

"**Reserved Flac Conditions**" means each of the following provisions of these Conditions (which may not be amended, varied or modified (including in the relevant Final Terms relating to a Tranche of Flac Notes) without the prior written approval of the Resolution Authority):

(i) this definition of "*Reserved Flac Conditions*";

(ii) the following definitions: "*Amounts Due*", "*Designated Institution*", "*Final Terms*", "*Flac Disqualification Event*", "*Flac Instrument*", "*Flac Notes*", "*Flac Requirements*", "*Flac Standard*", "*Junior Securities*", "*Other Flac Securities*", "*Pricing Supplement*", "*Prescribed Minimum Denomination*", "*Prescribed Minimum Maturity*", "*Ranking Legislation*", "*Relevant Regulator*", "*Resolution*", "*Resolution Action*", "*Resolution Authority*", "*Resolution Event*", "*Resolution Framework*", "*RSA Bail-in Power*", "*Senior Creditors*", "*Solvent Reconstruction*", "*Specified Denomination*", and "*Winding-Up*";

(iii) Condition 1(d) (*Final Terms*);

(iv) Condition 1(h) (*Flac Requirements*);

(v) Condition 4 (*Status, Ranking and Subordination of Flac Notes; No Set-off or Netting*);

(vi) Condition 5 (*Recognition of RSA Bail-in Powers*);

(vii) Condition 9 (*Redemption, Purchase, Substitution and Variation*);

(viii) Condition 12 (*Enforcement; No Acceleration*); and

(ix) Condition 21 (*Governing Law and Jurisdiction*),

and any amended, varied or modified Reserved Flac Condition made by way of the relevant Final Terms with the prior written approval of the Resolution Authority as contemplated by Condition 1(d)(v);

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Flac Notes, to reduce the amount of principal or interest payable on any date in respect of the Flac Notes, to alter the method of calculating the amount of any payment in respect of the Flac Notes or the date for any such payment, to change the currency of any payment under the Flac Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"**Reset Notes**" means Flac Notes to which the Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Resolution**" means "*resolution*" as defined in section 1(1) of the Financial Sector Regulation Act;

"**Resolution Action**" means, on and after the occurrence of a Resolution Event, any "*resolution action*" (as defined in section 1(1) of the Financial Sector Regulation Act) taken by the Resolution Authority in terms of the Resolution Framework;

"**Resolution Authority**" means the SARB in accordance with the Financial Sector Regulation Act or any successor or replacement thereto and/or such other authority in South Africa with the ability to exercise the RSA Bail-in Powers and take Resolution Actions;

"**Resolution Event**" means the event that occurs when the Minister of Finance of South Africa makes a written determination, addressed to the Governor of the SARB, placing a Designated Institution in Resolution in terms of section 166J(2) of the Financial Sector Regulation Act;

"**Resolution Framework**" means Chapter 12A of the Financial Sector Regulation Act and any other Applicable Law applicable to the Issuer, SBSA or other members of the Group at the relevant time pursuant to, or which implement, or are enacted within the context of, Chapter 12A of the Financial Sector Regulation Act, establishing a framework for the Resolution of Designated Institutions;

"**RSA Bail-in Power**" means any write-down, write-off, conversion, transfer, modification, suspension or similar or related power existing from time to time under the Resolution Framework (including, without limitation, under section 166S and section 166T of the Financial Sector Regulation Act) or any other Applicable Law relating to the orderly Resolution of Designated Institutions in effect and applicable in South Africa to the Issuer, SBSA or other members of the Group, pursuant to which any obligation of a Designated Institution can be reduced, written-off, cancelled, modified, transferred and/or converted into shares, other securities or other obligations of the obligor or any other Person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligation may be deemed to have been exercised;

"**SARB**" means the South African Reserve Bank, as referred to in section 223 of the Constitution of the Republic of South Africa, 1996, read with the Reserve Bank Act, 1989 of South Africa, or the relevant replacement or successor regulator;

"**Senior Creditors**" means creditors of the Issuer:

(i) who are unsubordinated creditors of the Issuer; or

(ii) whose claims are, or are expressed to be, subordinated (whether only in the event of a Winding-Up of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer (other than those creditors of the Issuer whose claims are (a) claims under, or in respect of, Junior Securities, or (b) claims under, or in respect of Flac Instruments);

"**Solvent Reconstruction**" means an event where an order is made or an effective resolution is passed for the Winding-Up of the Issuer 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 outstanding Flac Notes 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;

"**SOFR**" has the meaning given to it in Condition 7(d) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**SONIA**" has the meaning given to it in Condition 7(d) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" subject to Applicable Laws and the Prescribed Minimum Denomination, has the meaning given in the relevant Final Terms, save that the minimum denomination of (i) any Flac Note offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under Regulation (EU) 2017/1129 will be €100,000 (or, if the Flac Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the Issue Date of such Flac Notes) and (ii) any Flac Note offered to the public in the United Kingdom will be £50,000 (or, if the Flac Notes are denominated in a currency other than Sterling, the equivalent amount in such currency as at the Issue Date of such Flac Notes) unless the Flac Notes otherwise falls within an exception from the prohibition on offers to the public (as set out in Schedule 1 of the POATRs);

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Spot Rate**" means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over the counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**Subsidiary**" means an entity of which a Person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in Euro;

"**Tax Event (Deductibility)**" means an event where, as a result of a Tax Law Change, in respect of the Issuer's obligation to make any payment of interest 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 in the opinion of the Issuer, materially reduced, and in each case the Issuer cannot avoid the foregoing in connection with the Flac Notes 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 Event (Gross up)**" means an event where, as a result of a Tax Law Change, the Issuer has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts as provided or referred to in Condition 11 (*Taxation*);

"**Tax Law Change**" means a change or proposed change in, or amendment or proposed amendment to, the tax 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 tax laws or regulations (including a holding by a court of competent jurisdiction) whether or not having retrospective effect, which actual or proposed change or amendment becomes effective on or after the Issue Date of the first Tranche of Flac Notes of the relevant Series;

"**Term SOFR**" means the forward-looking term rate of the Secured Overnight Financing Rate provided by the Term SOFR Administrator (expressed as a percentage rate per annum) for the stated tenor which appears on the Relevant Screen Page at or about 6.00 a.m. New York City time) (the "**Term SOFR Determination Time**") on the Term SOFR Determination Date;

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited as administrator of Term SOFR (or a successor administrator);

"**Term SOFR Determination Date**" means, in respect of an Interest Determination Date or a Reset Determination Date (as applicable), the day that is two U.S. Government Securities Business Days preceding the first day of that Interest Period or Reset Period (as applicable) (or any amended publication day for Term SOFR, as specified by the Term SOFR Administrator), or as otherwise specified in the relevant Final Terms;

"**Tier 2 Capital**" means "*tier 2 capital*" as defined in section 1(1) of the Banks Act;

"**U.S.**" means the United States of America;

"**U.S. dollars**" means United States dollars;

"**U.S. dollar Equivalent**" means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Determination Date;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities; and

"**Winding-Up**" means an order is made (including in terms of section 166H of the Financial Sector Regulation Act) by a court of competent jurisdiction, or an effective resolution is passed, for the winding-up, liquidation, dissolution or similar event of the Issuer (whether voluntary or involuntary).

(b) *Interpretation*: In these Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Flac Note and any other amount in the nature of principal payable pursuant to these Conditions, in each case as reduced or otherwise adjusted from time to time following any write-down, write-off, conversion, reduction or other adjustment pursuant to the exercise by the Resolution Authority of any RSA Bail-in Power or the taking by the Resolution Authority of any other Resolution Action under the Resolution Framework;

(ii) any reference to interest shall be deemed to include any Additional Amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(iii) references to Flac Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;

(iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**Not Applicable**" then such expression is not applicable to the Flac Notes;

(v) any reference to the Agency Agreement or the Deed of Covenant shall be construed as a reference to the Agency Agreement or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Flac Notes; and

(vi) Any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

3. **Form, Denomination, Title and Transfer**

(a) *Form*: The Flac Notes are issued in registered form.

(b) *Specified Denomination*: The Flac Notes are in the Specified Denomination(s), which may, subject to Applicable Laws and the Prescribed Minimum Denomination, include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

(c) *Title*: The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Flac Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(d) *Ownership*: The Holder of any Flac Note shall (except as otherwise required by Applicable Law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No Person shall have

any right to enforce any term or condition of any Flac Note under the Contracts (Rights of Third Parties) Act 1999.

(e) *Transfers of Notes*: Subject to Condition 3(h) (*Closed periods*) and Condition 3(i) (*Regulations concerning transfers and registration*), a Flac Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar, together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Flac Note may not be transferred unless the principal amount of Flac Notes transferred and (where not all of the Flac Notes held by a Holder are being transferred) the principal amount of the balance of Flac Notes not transferred are Specified Denominations. Where not all the Flac Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Flac Notes will be issued to the transferor.

(f) *Registration and delivery of Note Certificates*: Within five business days of the surrender of a Note Certificate in accordance with Condition 3(e) (*Transfers of Notes*), the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Flac Notes transferred to each relevant Holder at its Specified Office or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 3(f), "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar has its Specified Office.

(g) *No charge*: The transfer of a Flac Note will be effected without charge by or on behalf of the Issuer or the Registrar but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(h) *Closed periods*: Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Flac Notes.

(i) *Regulations concerning transfers and registration*: All transfers of Flac Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Flac Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status, Ranking and Subordination of the Flac Notes; No Set-off or Netting**

(a) *Status and Ranking of the Flac Notes:*

(i) The Flac Notes will constitute "external Flac instruments" (as defined in the Flac Standard).

(ii) The Flac Notes will in a Winding-Up of the Issuer rank as Flac Instruments in accordance with the Ranking Legislation.

(iii) Without prejudice to Condition 4(a)(ii), the Flac Notes constitute direct, unsecured and, in accordance with Condition 4(b) (*Subordination*), subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and (save for the claims of those creditors that have been accorded by law preferential rights):

(A) at least *pari passu* with any Other Flac Securities;

(B) senior and in priority to any Junior Securities; and

(C) junior to the present and/or future claims of Senior Creditors.

(b) *Subordination*: Subject to the Ranking Legislation, the claims of the Noteholders (including the holders of beneficial interests in the Flac Notes) entitled to be paid amounts due in respect of the Flac Notes (including any damages awarded for breach of the Issuer's obligations in respect thereof) are subordinated to the present and/or future claims of Senior Creditors and, accordingly in the event of a Winding-Up of the Issuer (in each case other than pursuant to a Solvent Reconstruction):

(i) notwithstanding that any Holder of a Flac Note (or any beneficial interest therein) shall have proved a claim for any amount in respect of, or arising under, the Flac Notes in the event of such Winding-Up of the Issuer, no such amount shall be paid to that Holder until the claims of Senior Creditors have been fully satisfied; and

(ii) no amount due under the Flac Notes (or any beneficial interest therein) shall be eligible for set-off, netting, counterclaim, abatement or other similar remedy which any Holder of a Flac Note (or any beneficial interest therein) might otherwise have under the laws of any jurisdiction in respect of, or arising under, the Flac Notes (or any beneficial interest therein) nor shall any amount due under the Flac Notes be payable to any such Holder, until all the claims of all Senior Creditors which are admissible in any such Winding-Up have been paid or discharged in full.

(c) *No Set-off or Netting*: The Flac Notes are not eligible for any set-off or netting by any Flac Noteholder (or holder of a beneficial interest therein), and, subject to Applicable Laws, no Holder of a Flac Note (or any beneficial interest therein) may, directly or indirectly, exercise, claim, apply or plead any right of set-off, netting, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer under or in connection with the Flac Notes and each Holder of a Flac Note (or any beneficial interest therein) shall, by virtue of being the Holder of any such Flac Note (or any beneficial interest therein), be deemed to have waived, and shall be treated for all purposes as if it had waived, any and all such rights to set-off, apply netting or raise any counterclaim and/or to compensation and/or retention, both before and during any Winding-Up, Resolution or administration of the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder of a Flac Note (or any beneficial interest therein) by the Issuer is discharged by set-off, netting, counterclaim, compensation and/or retention (whether by operation of law, contract or otherwise), such Holder shall, unless such payment is prohibited by any Applicable Law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its Winding-Up, Resolution, administration or analogous proceedings, the liquidator, resolution practitioner, administrator or similar officer or insolvency official, as appropriate, of the Issuer for payment to the Senior Creditors in respect of amounts owing to them by the Issuer, and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer or, as the case may be, the liquidator, resolution practitioner, administrator or similar officer or insolvency official, as appropriate, of the Issuer, for payment to the Senior Creditors in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

5. **Recognition of RSA Bail-in Powers**

(a) *Application of the RSA Bail-in Powers*: Notwithstanding and to the exclusion of any other term of the Flac Notes, or any other agreements, arrangements or understanding between the Issuer and any Noteholder, by its acquisition of the Flac Notes, each Noteholder acknowledges, accepts and agrees that any Amounts Due arising under the Flac Notes may be subject to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by the exercise of any RSA Bail-in Power by the Resolution Authority, or determination under the Resolution Framework, which may include (without limitation) and result in any of the following Resolution Actions, or some combination thereof:

(i) the reduction or write-off of all, or a portion of, the Amounts Due, including on a permanent basis;

(ii) the conversion of all, or a portion, of the Amounts Due into ordinary shares or other securities or other obligations of the Issuer or another Person (and/or the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Flac Notes, in which case the Noteholder agrees to accept *in lieu* of its rights under the Flac Notes any such shares, other securities or other obligations of the Issuer or another Person;

(iii) the cancellation of the Flac Notes;

(iv) the replacement or substitution of the Issuer;

(v) transfer of the Flac Notes; and/or

(vi) the amendment or alteration of the maturity of the Flac Notes, or the amendment of the amount of interest, and Additional Amounts (if any), due or payable on the Flac Notes, or the dates on which interest becomes payable, including by suspending payment for any period contemplated in the RSA Bail-in Powers,

which RSA Bail-in Powers may be exercised by means of amendment, modification or variation of the terms of the Flac Notes to give effect to any exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority. The exercise of the RSA Bail-Powers, and the taking of any Resolution Action, by the Resolution Authority and the implementation, and the rights of the Noteholders in respect, thereof shall be as prescribed and/or determined by the Resolution Framework.

(b) *Variation of rights:* Each Noteholder, by its acquisition of the Flac Notes, further acknowledges, accepts, consents and agrees that the rights of the Noteholders are subject to, and may, without the consent of the Noteholders be varied, if necessary, to give effect to, the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority.

(c) *Payments of Amounts Due*: No Amounts Due in relation to the Flac Notes will become due and payable or be paid after the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority if and to the extent such amounts have been reduced, written-down, written-off, converted, cancelled, amended or altered as a result of such exercise of any RSA Bail-in Power or the taking of any such Resolution Action, unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the Applicable Laws of South Africa applicable to the Issuer.

(d) *No event of default*: None of a reduction, write-off, write-down or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another Person, as a result of the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Issuer, nor the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Flac Notes, will be or constitute an event of default or a default, breach of, or otherwise constitute non-performance of a contractual obligation under, these Conditions for any purpose or entitle any Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

(e) *Notice*: Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to any Flac Notes, the Issuer shall provide a written notice to the Fiscal Agent as soon as practicable regarding the exercise of such RSA Bail-in Power or

taking of such Resolution Action and give notice of the same to the Noteholders in accordance with Condition 18 (*Notices*). Any delay or failure by the Issuer in delivering any such notice shall not affect the validity and/or enforceability of exercise of any RSA Bail-in Power or the taking of such Resolution Action nor the effects on the Flac Notes described in Condition 5(a) (*Application of the RSA Bail-in Powers*) and/or Condition 5(b) (*Variation of rights*).

(f) *Duties of the Agents*:

(i) Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, the Issuer and each Noteholder hereby agree that (A) the Agents shall not be required to take any directions from the Noteholders, (B) the Agency Agreement shall impose no duties upon the Agents whatsoever with respect to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, and (C) any contractual obligations of the Issuer to indemnify an Agent shall remain in full force and effect.

(ii) Notwithstanding Condition 5(f)(i), if, following the completion of the exercise of any RSA Bail-In Power, or the taking of any Resolution Action, by the Resolution Authority, any Flac Notes remain outstanding (for example, if the exercise of any RSA Bail-In Power results in only a partial write-down of the principal of the Flac Notes), then each Agent's duties under the Agency Agreement shall remain applicable with respect to the Flac Notes following such completion to the extent that the Issuer and each Agent shall agree pursuant to an amendment to the Agency Agreement.

(g) *Waiver and proration*:

(i) By its acquisition of the Flac Notes, each Noteholder, to the extent permitted by Applicable Law, waives any and all claims against the Agents for, agrees not to initiate a suit or commence proceedings against any Agent in respect of, and agrees that no Agent shall be liable for, any action that such Agent takes, or abstains from taking, in either case in accordance with the application of the RSA Bail-in Powers or Resolution Actions by the Resolution Authority with respect to the Flac Notes.

(ii) If the Resolution Authority exercises the RSA Bail-in Powers, or takes any Resolution Action, with respect to less than the total Amounts Due, unless the Agents are otherwise instructed by the Issuer or the Resolution Authority (and in the event of conflicting instructions, the instructions of the Resolution Authority shall take precedence), any cancellation, write-off or conversion made in respect of the Flac Notes pursuant to the RSA Bail-in Powers or Resolution Action will be made on a *pro-rata* basis.

(h) *Interpretation*: For the purposes of this Condition 5, a reference to:

(i) the "**Flac Notes**" includes any beneficial interest in the Flac Notes; and

(ii) the "**Noteholders**" includes any Person holding a beneficial interest in the Flac Notes.

6. **Fixed Rate Note Provisions**

(a) *Application*: This Condition 6 is applicable to the Flac Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Flac Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Flac Note will cease to bear interest from (and including) the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is

improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Flac Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Flac Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*: Other than if the Flac Notes are redeemed on any date that is not an Interest Payment Date, the amount of interest payable in respect of each Flac Note on each Interest Payment Date for the Interest Period ending on (but excluding) such date shall be the relevant Fixed Coupon Amount, unless a Broken Amount is specified with respect to a particular Interest Period in the relevant Final Terms, in which case the amount of interest payable in respect of each Flac Note on the Interest Payment Date for such Interest Period ending on (but excluding) such date shall be the relevant Broken Amount. If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will be the final Broken Amount specified in the relevant Finale Terms. If the Flac Notes are in more than one Specified Denomination, the amount of interest payable in respect of each Flac Note shall be the relevant Fixed Coupon Amount or Broken Amount, as the case may be, in respect of the relevant Specified Denomination.

(d) *Calculation of interest amount*: The amount of interest payable in respect of each Flac Note for any period for which a Fixed Coupon Amount or a Broken Amount, as the case may be, is not specified or if the Flac Notes are redeemed on any day that is not an Interest Payment Date shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Flac Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. **Floating Rate Note Provisions**

(a) *Application*: This Condition 7 is applicable to the Flac Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Flac Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Flac Note will cease to bear interest from (and including) the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Flac Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Flac Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and the Reference Rate is not SONIA, SOFR or Term SOFR, the Rate of Interest applicable to the Flac Notes for each Interest Period will, subject to Condition 7(n) (*Benchmark Replacement*), be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the offered quotations for the Reference Rate which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date; ***provided that*** 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 of such offered quotations;

(iv) if, in the case of Condition 7(c)(i), such rate does not appear on that page or, in the case of Condition 7(c)(iii), fewer than three such offered quotations appear on that page or if, in either case, the Relevant Screen Page is unavailable:

(A) the Issuer (or an agent appointed by the Issuer) will request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Issuer (or an agent appointed by the Issuer) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date; and

(B) the Calculation Agent will determine the arithmetic mean of such quotations; and

(v) if Condition 7(c)(iv) applies and fewer than two such quotations are provided by the Reference Banks as requested, the Calculation Agent will determine the arithmetic mean of the rates per annum (expressed as a percentage) communicated to the Issuer (or an agent appointed by the Issuer) upon request (and notified to the Calculation Agent) by the Issuer (or an agent appointed by the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market of the Relevant Financial Centre,

and the Rate of Interest for such Interest Period shall be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Flac Notes during such Interest Period will be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Flac Notes in respect of the immediately preceding Interest Period for which such rate or arithmetic mean was determined (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to such immediately preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period).

(d) *Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR):* Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SONIA or SOFR (but not Term SOFR):

(i) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Period will, subject as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pBD}\,\mathrm{X}\,n_i}{D}\right)-1\right]\mathrm{X}\frac{D}{d}$$

where:

"**Business Day**" or "**BD**", in this Condition 7(d)(i) means: (A) where "SONIA" is specified as the Reference Rate, a London Business Day and (B) where "SOFR" is specified as the Reference Rate, a U.S. Government Securities Business Day;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is, in relation to any Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

"**d_o**" is, in relation to any Interest Accrual Period, the number of Business Days in such Interest Accrual Period;

"**i**" is, in relation to any Interest Accrual Period, a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Interest Accrual Period;

"**Interest Accrual Period**" means in relation to any Interest Period:

(A) where "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, such Interest Period;

(B) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the Observation Period relating to such Interest Period;

"**Lock-out Period**" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**ni**", for any Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**Observation Period**" means, in respect of any Interest Period, the period from and including the date falling "p" Business Days prior to the first day of such Interest Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Flac Notes become due and payable);

"**p**" means, for any Interest Period:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, zero; and

(C) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

"**r**" means:

(A) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

(B) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

(C) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date); and

(D) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date;

"**Reference Day**" means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, it shall be five);

"$\mathbf{r_{i\text{-}pBD}}$" means, in relation to any Interest Accrual Period, the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the relevant Final Terms, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, where "Lock-out" or "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Business Day "i";

"**SOFR**" means, in respect of any Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00 p.m. (New York City Time) (the "**SOFR Determination Time**") on the Business Day immediately following such Business Day; and

"**SONIA**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day.

(ii) Where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Weighted Average", the Rate of Interest for each Interest Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the relevant Final Terms)

the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, where:

"**Business Day**" has the meaning set out in Condition 7(d)(i);

"**Lock-out Period**" has the meaning set out in Condition 7(d)(i);

"**Observation Period**" has the meaning set out in Condition 7(d)(i);

"**Reference Day**" has the meaning set out in Condition 7(d)(i);

"**Relevant Decimal Place**" has the meaning set out Condition 7(d)(i); and

"**Weighted Average Reference Rate**" means:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(iii) Where "Index Determination" is specified as the Calculation Method in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{D}{d}$$

and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Final Terms;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 7(d)(i)) prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**p**" is the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five);

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, if the SONIA Compounded Index is applicable, it shall be five, and, if the SOFR Compounded Index is applicable, it shall be seven);

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 3.00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**Start**" means, in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 7(d)(i)) prior to the first day of such Interest Period.

Subject to Condition 7(n) (*Benchmark Replacement*), if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if "Index Determination" was not specified as the Calculation Method in the relevant Final Terms and as if "Compounded Daily" was specified instead as the Calculation Method in the relevant Final Terms and where "Observation Shift" was specified as the Observation Method.

(iv) Where "SONIA" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day, SONIA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(A) (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (2) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) subject to Condition 7(n) (*Benchmark Replacement*), if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise

published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, "r" shall be interpreted accordingly.

(v) Where "SOFR" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day (as defined in Condition 7(d)(i)), the Reference Rate is not available, subject to Condition 7(n) (*Benchmark Replacement*), such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website (as defined in Condition 7(d)(i)) and "r" shall be interpreted accordingly.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 7(n) (*Benchmark Replacement*), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Flac Notes for the first Interest Period had the Flac Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period). If the relevant Series of Flac Notes become due and payable in accordance with Condition 9 (*Redemption, Purchase, Substitution and Variation*) or Condition 12 (*Enforcement; No Acceleration*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Flac Notes became due and payable and the Rate of Interest on such Flac Notes shall, for so long as any such Flac Note remains outstanding, be that determined on such date.

(e) *Screen Rate Determination for Floating Rate Notes which reference Term SOFR:* Where Term SOFR is specified as the Reference Rate in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 7(n) (*Benchmark Replacement*), be the rate for Term SOFR for the tenor specified in the relevant Final Terms that is provided by the Term SOFR Administrator and published by distributors of Term SOFR at 6:00 a.m. New York City time (or any amended publication time for Term SOFR, as specified by the Term SOFR Administrator) on the Term SOFR Determination Date for any Interest Period plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

(i) if, in respect of any Interest Period, the Reference Rate is not available by either the Term SOFR Determination Date or such other date on which Term SOFR is required then, subject to Condition 7(n) (*Benchmark Replacement*), such Reference Rate shall be the Interpolated Term SOFR for a period equal in length to that Interest Period; and

(ii) if Condition 7(e)(i) applies but it is not possible to calculate the Interpolated Term SOFR, then the Rate of Interest for that Interest Period will be the last provided Term SOFR provided by the Term SOFR Administrator for the tenor specified in the relevant Final Terms;

(iii) "**Interpolated Term SOFR**" means, in relation to any Flac Note, the rate which results from interpolating on a linear basis between:

(A) either:

(1) the applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Flac Note; or

(2) if no such Term SOFR is available for a period which is less than the Interest Period of that Flac Note, SOFR for the day which is two US Government Securities Business Days before the Term SOFR Determination Date; and

(B) the applicable Term SOFR for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Flac Note.

(f) *ISDA Determination*: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Flac 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 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:

(i) the Floating Rate Option is as specified in the relevant Final Terms;

(ii) the Designated Maturity is a period specified in the relevant Final Terms;

(iii) the relevant Reset Date is either (A) if the relevant Floating Rate Option is based on the EURIBOR for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms;

(iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(v) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the relevant Final Terms:

(A) Compounding with Lookback;

(B) Compounding with Observation Period Shift; or

(C) Compounding with Lockout;

(vi) if the Floating Rate Option is a Compounded Index Floating Rate Option, the Index Method is Compounded Index Method with Observation Period Shift, as specified in the relevant Final Terms.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the relevant Final Terms.

For the purposes of this Condition 7(f), Floating Rate, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout, Compounded Index Floating Rate Option, Index Method and Compounded Index Method with Observation Period Shift have the meanings given to those terms in the ISDA Definitions.

(g) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(h) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Flac Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Flac Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(i) *Calculation of other amounts*: If the relevant Final Terms specifies that any other amount 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 is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

(j) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents, and each competent authority, stock exchange and/or quotation system (if any) by which the Flac Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time (in the case of each Rate of Interest, Interest Amount and Interest Payment Date), or (ii) in all other cases, the fourth Business Day after such determination. Notice thereof shall also promptly be given to the Noteholders. 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. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation

Amount and the Interest Amount in respect of a Flac Note having the minimum Specified Denomination.

(k) *Notifications etc*.: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties for such purposes.

(l) *Receipt by Calculation Agent of Information:* If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 7, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Interest Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 7, it shall forthwith notify the Issuer and the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(m) *Liability of Calculation Agent:* For the avoidance of doubt, the Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any person for the purposes of providing any determination or calculation hereunder, which subsequently may be found to be incorrect or inaccurate in any way.

(n) *Benchmark Replacement*:

This Condition 7(n) applies to Floating Rate Notes and Reset Notes.

(i) *Flac Notes not linked to SOFR or Term SOFR*:

In addition to and notwithstanding the provisions of this Condition 7 above but subject, in the case of Flac Notes linked to SONIA, to Condition 7(d)(iv)(A) taking precedence, where the relevant Original Reference Rate or the relevant Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Flac Notes is not SOFR or Term SOFR, if the Issuer determines that a Benchmark Event has occurred in relation to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, in either case when any Rate of Interest (or any relevant component part thereof) remains to be determined by reference to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, then the following provisions shall apply (other than to Flac Notes linked to SOFR or Term SOFR):

(A) The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to determine (without any requirement for the consent or approval of the Noteholders) a Successor Rate, or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Flac Notes.

(B) Aan Independent Adviser appointed pursuant to this Condition 7(n) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer, and (in the absence of bad faith, fraud or

negligence) shall have no liability whatsoever to the Paying Agents, the Noteholders or the Issuer for any determination made by it, pursuant to this Condition 7(n).

(C) If (1) the Issuer is unable to appoint an Independent Adviser; or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Rate in accordance with this Condition 7(n) prior to the date which is 5 (five) Business Days prior to the relevant Interest Determination Date or Reset Determination Date (as applicable) relating to the next succeeding Interest Period or Reset Period (as applicable), the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Rate.

(D) If a Successor Rate or, failing which, an Alternative Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Rate (as applicable) shall be the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) for each of the future Interest Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(n); ***provided, however, that*** if Condition 7(n)(i)(C) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Rate prior to the relevant Interest Determination Date or Reset Determination Date (as applicable), the Rate of Interest applicable to the next succeeding Interest Period or Reset Period shall be equal to the Rate of Interest last determined in relation to the Flac Notes in respect of the immediately preceding Interest Period or Reset Period (as applicable). Alternatively, if there has not been a first Interest Payment Date or Reset Date (as applicable), the Rate of Interest shall be the Initial Rate of Interest, subject, where applicable, to substituting the Margin, any Maximum Rate of Interest (if applicable) or any Minimum Rate of Interest (if applicable) that applied to such preceding Interest Period or Reset Period (as applicable) for the Margin, Maximum Rate of Interest or Minimum Rate of Interest that is to be applied to the relevant Interest Period or Reset Period (as applicable).. For the avoidance of doubt, this Condition 7(n)(i)(D) shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(n).

(E) If the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the relevant Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable), the quantum of, or a formula or methodology for determining such Adjustment

Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

(F) If any Successor Rate, Alternative Rate (if applicable) or Adjustment Spread is determined in accordance with this Condition 7(n) by the Independent Adviser or the Issuer (as applicable), the Independent Adviser or the Issuer (as applicable) may determine (1) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date, Reset Determination Date, Reset Determination Time and/or the definition of Reference Rate or Mid-Swap Floating Leg Benchmark Rate applicable to the Flac Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative (if applicable) and/or the Adjustment Spread (if applicable, (such amendments, the "**Benchmark Amendments**") and (2) the terms of the Benchmark Amendments, and in such event the Issuer shall, subject to Condition 7(n)(i)(I) and subject to giving notice thereof in accordance with Condition 7(n)(i)(G), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice. For the avoidance of doubt, the Fiscal Agent shall (without liability to any person), at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required and prepared by or on behalf of the Issuer or the Independent Adviser in order to give effect to the Benchmark Amendments (***provided, however, that*** the Fiscal Agent shall not be obliged to agree to any such Benchmark Amendments if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party). In connection with any such variation in accordance with this Condition 7(n)(i)(F), the Issuer shall comply with the rules of any stock exchange on which the Flac Notes are for the time being listed or admitted to trading.

(G) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(n)(i) will be notified promptly (but in any event no later than the relevant Interest Determination Date or Reset Determination Date (as the case may be)) by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date(s) of such Successor Rate, Alternative Rate (if applicable), any Adjustment Spread (if applicable) and/or the Benchmark Amendments, if any. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(1) confirming (aa) that a Benchmark Event has occurred, (bb) the Successor Rate or, as the case may be, the Alternative Rate and, (cc) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(n); and

(2) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Calculation Agent's or the Paying Agent's ability to rely on such certificate) be binding on the Issuer, the Calculation Agent, the Paying Agents and the Noteholders.

(H) Without prejudice to the obligations of the Issuer under this Condition 7(n), the relevant Original Reference Rate and the fallback provisions provided for in Condition 7(c) (*Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*) and (as applicable) the relevant Mid-Swap Floating Leg Benchmark Rate and the fallback provisions provided for in Condition 8(d) (*Fallbacks*) will continue to apply unless and until the Issuer has determined that a Benchmark Event has occurred and only then once the Fiscal Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread (if applicable) and any Benchmark Amendments (if applicable) in accordance with Condition 7(n)(i)(G).

(I) Notwithstanding any other provision of this Condition 7, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to these Conditions be made to effect the Benchmark Amendments, (1) without the prior written approval of the Resolution Authority if required under the Flac Requirements (if applicable), and/or (2) if and to the extent that, in the determination of the Issuer (in its sole discretion), the same could reasonably be expected to prejudice the qualification of the Flac Notes as Flac Instruments for the purposes of the Flac Requirements.

(ii) *Flac Notes linked to SOFR*: In the case of Flac Notes linked to SOFR (but not Term SOFR) and subject (where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms) to the provisions of Condition 7(n)(iii) (*Effect of Benchmark Transition Event*):

(A) if the Issuer (in consultation, to the extent practicable, with the Calculation Agent or an Independent Adviser and acting in good faith and in a commercially reasonable manner) determines that a Benchmark Event and the relevant SOFR Index Cessation Date have both occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), the Mid-Swap Floating Leg Benchmark Rate or the Reference Rate (as applicable) shall be the rate that was recommended as the replacement for the SOFR by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the SOFR (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been

recommended within 1 (one) Business Day (as defined in Condition 7(d)(i)) of the SOFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the Overnight Bank Funding Rate (published on the New York Fed's Website at or around 5:00 p.m. (New York time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(B) if the Calculation Agent is required to use the Overnight Bank Funding Rate in Condition 7(n)(ii)(A) and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the short-term interest rate target set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range),

and in each case "**r**" shall be interpreted accordingly.

(iii) *Effect of Benchmark Transition Event*

In addition to and notwithstanding the provisions of this Condition 7 above, where "SOFR" or "Term SOFR" is specified as the Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Flac Notes and where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms, this Condition 7(n)(iii) shall apply:

(A) Notwithstanding any other provision to the contrary in these Conditions, if the Issuer or, at the Issuer's request, an Independent Adviser, determines on or prior to the Reference Time, that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current SOFR Benchmark, or Term SOFR Benchmark (as applicable) then the provisions set forth in this Condition 7(n)(iii) (the "**Benchmark Transition Provisions**"), will thereafter apply to all terms of the Flac Notes relevant in respect of such SOFR Benchmark or Term SOFR Benchmark (as applicable), including without limitation, the determination of any Rate of Interest. In accordance with the Benchmark Transition Provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any such Rate of Interest in respect of an Interest Period will be determined by reference to the relevant Benchmark Replacement.

(B) If the Issuer or, at the Issuer's request, an Independent Adviser, determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the SOFR Benchmark or Term SOFR Benchmark (as applicable) on any date, the Benchmark Replacement will replace the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for all purposes relating to the Flac

Notes in respect of such determination on such date and all determinations on all subsequent dates.

(C) In connection with the implementation of a Benchmark Replacement, the Issuer, or at the Issuer's request, an Independent Adviser, will have the right to make Benchmark Replacement Conforming Changes from time to time; ***provided that*** no Benchmark Replacement will be adopted and no Benchmark Replacement Conforming Changes shall be made (1) without the prior approval of the Resolution Authority if required under the Flac Requirements (if applicable), and/or (2) if and to the extent that, in the determination of the Issuer (in its sole discretion), the same prejudices, or could reasonably be expected to prejudice, after the application of the applicable Benchmark Replacement Adjustment, the Benchmark Replacement Conforming Changes and the further decisions and determinations as described below, the qualification of the relevant Series of Flac Notes as Flac Instruments for the purposes of the Flac Requirements.

(D) Subject as provided in the Agency Agreement, the Fiscal Agent shall, at the direction and expense of the Issuer and without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer to effect such Benchmark Replacement Conforming Changes (including, inter alia, by the execution of an agreement supplemental to/amending the Agency Agreement) and the Fiscal Agent shall not be liable to any party for any consequences thereof (provided, however, that the Fiscal Agent shall not be obliged to agree to any such Benchmark Replacement Conforming Changes if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party).

(E) The Issuer shall, prior to the taking effect of any Benchmark Replacement Conforming Changes, give notice thereof to the Calculation Agent, the Fiscal Agent and the Noteholders. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer confirming:

(1) that a Benchmark Transition Event has occurred;

(2) the applicable Benchmark Replacement;

(3) where applicable, any Benchmark Replacement Adjustment; and

(4) the terms of the Benchmark Replacement Conforming Changes.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Fiscal Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Benchmark Replacement Conforming Changes and where applicable, any such other relevant changes pursuant to this Condition 7(n)(iii) specified in such certificate will (in the absence of manifest error and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents and the Noteholders.

(F) Any determination, decision or election that may be made by the Issuer or an Independent Adviser pursuant to this Condition 7(n)(iii), including any determination with respect to a tenor, rate, adjustment, occurrence or non-occurrence of an event, circumstance or date or any decision to take or refrain from taking any action or any selection:

(1) will be conclusive and binding absent manifest error;

(2) if made by the Issuer, will be made in the Issuer's sole discretion;

(3) if made by an Independent Adviser, will be made after consultation with the Issuer, and the Independent Adviser will not make any such determination, decision or election to which the Issuer reasonably objects; and

(4) notwithstanding anything to the contrary in these Conditions, the Agency Agreement or the Flac Notes, shall become effective without consent from the Noteholders or any other party.

(G) If an Independent Adviser does not make any determination, decision or election that it is required to make pursuant to this Condition 7(n)(iii), then the Issuer will make that determination, decision or election on the same basis as described above.

(H) None of the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agents will have any liability for any determination made by or on behalf of Issuer or the Independent Adviser in connection with a Benchmark Transition Event or a Benchmark Replacement. In no event shall the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agent be responsible for determining if a Benchmark Transition Event has occurred or any substitute for SOFR or Term SOFR (as applicable), or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Fiscal Agent, the Calculation Agent, the Registrar and the Paying Agents will be entitled to conclusively rely on any determinations made by the Issuer or an Independent Adviser, and will have no liability for such actions taken at the direction of the Issuer, or at the Issuer's request, an Independent Adviser.

(I) In the event that the Rate of Interest for the relevant Interest Period or Reset Period, as applicable, cannot be determined in accordance with the foregoing provisions of this Condition 7(n)(iii) by the Issuer or an Independent Adviser, the Rate of Interest for such Interest Period or Reset Period, as applicable, shall be (1) that determined as at the immediately preceding Interest Determination Date or Reset Determination Date, as applicable, (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period or Reset Period, as applicable, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period or Reset Period, as applicable), or (2) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Flac Notes, the initial Rate of Interest which would have been applicable

to such Series of Flac Notes for the first Interest Period had the Flac Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (3) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Flac Notes, the Rate of Interest which applied to the immediately preceding Interest Period, or (4) if there is no such preceding Reset Determination Date, the Initial Rate of Interest.

(iv) *Definitions*: In this Condition 7(n):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

(B) in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines, is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable), where such rate has been replaced by such Successor Rate or Alternative Rate (as applicable); or

(C) if no such customary market usage is recognised or acknowledged, the Independent Adviser in its discretion (in consultation with the Issuer) or the Issuer in its discretion (as applicable) determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines has replaced the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period or Reset Period (as applicable), or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines there is no such rate, such other rate as the Independent Adviser in its discretion (in consultation with the Issuer and acting in good faith and a commercially reasonable manner) or the Issuer in its discretion (acting in good faith and a commercially reasonable manner) (as applicable) determines is most comparable to the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

"**Benchmark**" means a SOFR Benchmark or a Term SOFR Benchmark (as applicable);

"**Benchmark Amendments**" has the meaning given to it in Condition 7(n)(i)(F);

"**Benchmark Event**" means:

(A) the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that it has ceased, or will by a specified future date cease, publishing the such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable)); or

(C) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has been or will, by a specified future date, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) as a consequence of which such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will be prohibited from being used or that its use will, by a specified future date, be subject to restrictions or adverse consequences, either generally, or in respect of the Flac Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) announcing that such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is no longer representative of an underlying market or the methodology to calculate such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has materially changed; or

(F) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, if applicable),

provided that in the case of paragraphs (B) to (D) above, the Benchmark Event shall occur on:

(1) in the case of paragraph (B) above, the date of the cessation of the publication of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

(2) in the case of paragraph (C) above, the date of discontinuation of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable); or

(3) in the case of paragraph (D) above, the date on which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is prohibited from being used or becomes subject to restrictions or adverse consequences; or

(4) in the case of paragraph (E) above, the date with effect from which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market,

and which is specified in the relevant public announcement, in each case, not (in any such case) the date of the relevant public statement (unless the date of the relevant public statement coincides with the relevant date in (1), (2), (3) or (4) above, as applicable);

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser (as applicable) as of the Benchmark Replacement Date:

(A) the sum of: (1) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) and (2) the Benchmark Replacement Adjustment;

(B) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or

(C) the sum of: (1) the alternate rate of interest that has been selected by the Issuer or an Independent Adviser (as applicable) as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) giving due consideration to any industry-accepted rate of interest as a replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for U.S. dollar-denominated floating rate notes at such time and (2) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser as of the Benchmark Replacement Date:

(A) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or an Independent Adviser giving due consideration to any industry-accepted spread adjustments, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark or Term SOFR Benchmark, as the case may be, with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "*Interest Period*", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or an Independent Adviser decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or an Independent Adviser decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or an Independent Adviser determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or an Independent Adviser determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark, as applicable, (including the daily published component used in the calculation thereof):

(A) in the case of sub-paragraph (A) or (B) of the definition of "Benchmark Transition Event", the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) permanently or indefinitely ceases to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) in the case of sub-paragraph (C) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein,

and, for the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) (including the daily published component used in the calculation thereof):

(A) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), the central bank for the currency of the SOFR Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable), which states that the administrator of the SOFR Benchmark or Term SOFR Benchmark (as

applicable) (or such component) has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) permanently or indefinitely, ***provided that***, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) announcing that the SOFR Benchmark or Term SOFR Benchmark (as applicable) is no longer representative;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the relevant Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the relevant Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**New York City Banking Day**" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

"**OBFR Index Cessation Date**" means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(A) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased, or will cease, to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate;

(B) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased, or will cease, to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

(C) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

"**Original Reference Rate**" means (A) the specified benchmark or screen rate (as applicable) originally specified in the relevant Final Terms and used to determine the Rate of Interest (or any component part thereof) on the Flac Notes, or (B) any Alternative Rate or Successor Rate (or component part thereof) determined pursuant to the operation of this Condition 7(n);

"**Reference Time**" means the SOFR Reference Time or the Term SOFR Reference Time (as applicable);

"**Relevant Nominating Body**" means, in respect of a benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable):

(A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) ; or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, (2) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities, (4) the International Swaps and Derivatives Association, Inc. or any part thereof, or (5) the Financial Stability Board or any part thereof;

"**SOFR Benchmark**" means, initially, SOFR ***provided that*** if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current SOFR Benchmark, then "**SOFR Benchmark**" means the applicable Benchmark Replacement;

"**SOFR Determination Date**" means, with respect to any SOFR Reset Date and with respect to (A) the Secured Overnight Financing Rate and (B) the Overnight Bank Funding Rate: (1) in the case of (A), the first Business Day immediately preceding such SOFR Reset Date; and (2) in the case of (B), the first New York City Banking Day immediately preceding such SOFR Reset Date;

"**SOFR Determination Time**" has the meaning given to it in the definition of "SOFR";

"**SOFR Index Cessation Date**" means, in respect of a Benchmark Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

"**SOFR Reference Time**" means, with respect to the determination of the SOFR Benchmark, (A) the SOFR Determination Time, and (B) if the SOFR Benchmark is not SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes;

"**SOFR Reset Date**" means each Business Day during the relevant Interest Period, ***provided however that*** if both a Benchmark Event and a SOFR Index Cessation Date have occurred, it shall mean: (A) in respect of the period from, and including, the first day of the Interest Period in which the SOFR Index Cessation Date falls (such Interest Period, the "**Affected Interest Period**") to, but excluding, the SOFR Index Cessation Date (such period, the "**Partial SOFR Period**"), each Business Day during the Partial SOFR Period; (B) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the "**Partial Fallback Period**"), each New York City Banking Day during the Partial Fallback Period; and (C) in respect of each Interest Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Period;

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is a successor to or replacement of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (for the avoidance of doubt, whether or not such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body;

"**Term SOFR Benchmark**" means, initially, Term SOFR ***provided that*** if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Term SOFR Benchmark, then "**Term SOFR Benchmark**" means the applicable Benchmark Replacement;

"**Term SOFR Determination Time**" has the meaning given to it in the definition of "Term SOFR";

"**Term SOFR Reference Time**" means, with respect to the determination of the Term SOFR Benchmark the Term SOFR Determination Time, and if the Term SOFR Benchmark is not Term SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

8. **Reset Note Provisions**

(a) *Application*: This Condition 8 is applicable to the Flac Notes only if the Reset Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Rates of Interest and Interest Payment Dates*: Each Flac Note which is specified in the relevant Final Terms as being a Reset Note bears interest on its outstanding principal amount:

(i) in respect of the period from (and including) the Interest Commencement Date specified in the relevant Final Terms to (but excluding) the First Reset Date, at the rate per annum equal to the Initial Rate of Interest;

(ii) in respect of the First Reset Period, at the rate per annum equal to the First Reset Rate of Interest; and

(iii) if applicable, in respect of each Subsequent Reset Period, at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). If specified in the relevant Final Terms, Floating Rate Reset Note Provisions shall be applicable from (and including) the Reset Date specified in such Final Terms.

The Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 6 (*Fixed Rate Note Provisions*) and, in respect of any period for which Floating Rate Reset Note Provisions are applicable, Condition 7 (*Floating Rate Note Provisions*).

Each Flac Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Flac Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Flac Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Fallbacks*:

This Condition 8(d) applies in respect of each Interest Period other than any Interest Period in respect of which the Floating Rate Reset Note Provisions are applicable.

Where the Sterling Reference Bond Rate or Reference Bond Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the Reset Reference Rate shall be, in the case of the First Reset Rate of Interest, the Initial Reference Rate and, in the case of any Subsequent Reset Rate of Interest, the Reset Reference Rate as at the last preceding Reset Date.

Where the U.S. Treasury Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the U.S. Treasury Rate shall be determined in accordance with the second paragraph in the definition of U.S. Treasury Rate.

Where the Mid-Swap Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (subject to Condition 7(n) (*Benchmark Replacement*)), the Issuer shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Reset Determination Time.

If two or more of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum (converted (if necessary) as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable)) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) shall be the sum (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of such Mid-Market Swap Rate Quotation and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation or if the Calculation Agent does not at any time for any reason determine the Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the Reset Rate of Interest shall be the Initial Rate of Interest.

(e) *Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount*:

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified, *inter alios*, to the Issuer and the Fiscal Agent as soon as possible after their determination but in no event later than the relevant Reset Date. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 18 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment). Any such amendment will be promptly notified by the Calculation Agent to the Issuer and the Fiscal Agent. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 18 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

(f) *Receipt by Calculation Agent of Information*: If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 8, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Reset Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 8, the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(g) *Certificates to be final*: All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8 shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the other Paying Agents and all Noteholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions. The Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party for any failure of the Reset Reference Banks to provide quotations as requested of them or as a result of the Calculation Agent having relied on any quotation, ratio

or other information provided to it by any Reset Reference Bank or any Person, which subsequently may be found to be incorrect or inaccurate in any way.

(h) *Definitions*: In this Condition 8:

"**First Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**First Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the First Reset Date was an Interest Payment Date;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms, as the sum of (A) the relevant Reset Reference Rate and (B) the First Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Flac Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable, as the sum of (A) the Reset Note Floating Rate and (B) the First Reset Margin;

"**Fixed Leg Swap Payment Frequency**" has the meaning given in the relevant Final Terms;

"**Initial Rate of Interest**" has the meaning specified in the relevant Final Terms;

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Payment Frequency (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"**Mid-Swap Floating Leg Benchmark Rate**" means the reference rates specified as such in the relevant Final Terms;

"**Mid-Swap Floating Leg Maturity**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 8(d) (*Fallbacks*), either:

(i) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately the Reset Determination Time on such Reset Determination Date, all as determined by the Calculation Agent;

"**Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum equal to the yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent), or the affiliates of such banks, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent), of the bid and offered prices for the Reset Reference Bond (expressed in each case as a percentage of its principal amount) as at the Reset Determination Time on such Reset Determination Date and, if relevant, on a dealing basis for settlement that is customarily used at such time and quoted in writing to the Issuer or (if applicable) the Calculation Agent by such Reference Government Bond Dealer;

"**Reset Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Reset Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Reset Business Centre;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, unless otherwise specified in the relevant Final Terms, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Reset Business Day prior to the first day of each such Subsequent Reset Period;

"**Reset Determination Time**" means, in relation to a Reset Determination Date, 11.00 a.m. in the Principal Financial Centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Final Terms;

"**Reset Note Floating Rate**" means the Rate of Interest determined in accordance with the provisions for determining rates of interest in Condition 7 (*Floating Rate Note Provisions*) provided that references to:

(i) Margin shall be deemed to be the First Reset Margin or the Subsequent Reset Margin, as applicable; and

(ii) Interest Commencement Date shall be deemed to be the First Reset Date;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate (in the case of the calculation of the Mid-Swap Rate) as selected by the Issuer on the advice of an investment bank of international repute;

"**Reset Reference Bond**" means for any Reset Period, the bond specified as such in the relevant Final Terms or, if not so specified or to the extent that such Reset Reference Bond specified in the Final Terms is no longer outstanding on the relevant Reset Determination Date, a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer (after consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent, if applicable) as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

"**Reset Reference Bond Price**" means, with respect to any Reset Determination Date:

(i) if at least five such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest (or in the event of equality, one of the highest) and lowest (or in the event of equality, one of the lowest) such Reference Government Bond Dealer Quotations; or

(ii) if fewer than five but more than one such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of all such quotations; or

(iii) if only one Reference Government Bond Dealer Quotation is received, such quotation;

"**Reset Reference Rate**" means one of (i) the Mid-Swap Rate, (ii) the Reference Bond Rate, (iii) the Sterling Reference Bond Rate or (iv) the U.S. Treasury Rate, as specified in the relevant Final Terms;

"**Sterling Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the gross redemption yield in respect of the Reset Reference Bond expressed as a percentage and calculated by the Issuer or (if applicable) the Calculation Agent on the basis set out by the United Kingdom Debt Management Office in the paper "*Formulae for Calculating Gilt Prices from Yields*", page 5, Section One: Price/Yield Formulae "*Conventional Gilts*" (published on 8 June 1998 and updated on 15 January 2002, 16 March 2005 and 18 December 2024, and as further amended, updated, supplemented or replaced from time to time) or, if such basis is no longer in customary market usage at such time, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Issuer following consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer (which, for the avoidance of doubt, could be the Calculation Agent, if applicable), on an annual or semi-annual (as the case may be) compounding basis (rounded up (if necessary) to four decimal places) of the Reset Reference Bond in respect of that Reset Period, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for the Reset Determination Date in respect of such Reset Period;

"**Second Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the Second Reset Date was an Interest Payment Date;

"**Subsequent Reset Date**" means the date or dates specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the relevant Subsequent Reset Date was an Interest Payment Date;

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**Subsequent Reset Period**" means, if applicable, the period from (and including) the Second Reset Date to (but excluding) the first Subsequent Reset Date (if any), and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (if any), or, if there is no such Subsequent Reset Date, the Maturity Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 9(b) (*Rates of Interest and Interest Payment Dates*) (if applicable), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms as the sum of (A) the relevant Reset Reference Rate and (B) the relevant Subsequent Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Flac Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable, as the sum of (A) the Reset Note Floating Rate and (B) the Subsequent Reset Margin; and

"**U.S. Treasury Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum calculated by the Calculation Agent equal to: (i) the average of the yields on actively traded U.S. Treasury securities adjusted to constant maturity, for a maturity comparable with the Reset Period, for the five business days immediately prior to the Reset Determination Date

and appearing under the caption "Treasury constant maturities" at the Reset Determination Time on the Reset Determination Date in the applicable most recently published statistical release designated "H.15 Daily Update", or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity, under the caption "Treasury Constant Maturities", for a maturity comparable with the Reset Period; or (ii) if such release (or any successor release) is not published during the week immediately prior to the Reset Determination Date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Reset Reference Bond, calculated using a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date;

If the U.S. Treasury Rate cannot be determined, for whatever reason, as described under (i) or (ii) above, "**U.S. Treasury Rate**" means the rate in percentage per annum as notified by the Calculation Agent to the Issuer equal to the yield on U.S. Treasury securities having a maturity comparable with the Reset Period as set forth in the most recently published statistical release designated "H.15 Daily Update" under the caption "Treasury constant maturities" (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury constant maturities" for the maturity comparable with the Reset Period) and as at the Reset Determination Time on the last available date preceding the Reset Determination Date on which such rate was set forth in such release (or any successor release).

9. **Redemption, Purchase, Substitution and Variation**

(a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Flac Notes will be redeemed at their Final Redemption Amount on the Maturity Date (if any), subject as provided in Condition 10 (*Payments*). The Flac Notes will have an original initial maturity of not less than the Prescribed Minimum Maturity.

(b) *Redemption for tax reasons or Change in Law:* The Flac Notes may be redeemed (subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) at the option of the Issuer in whole, but not in part, if a Tax Event (Gross up) or a Tax Event (Deductibility) occurs and, if specified in the relevant Final Terms, upon the occurrence of a Change in Law:

(i) at any time (if the Floating Rate Note provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 18 (*Notices*), at their Early Redemption Amount, together with any accrued and unpaid interest (if any) to (but excluding) such date, **provided, however, that** no such notice of redemption shall be given earlier than:

(A) where the Flac Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts if a payment in respect of the Flac Notes were then due or would be entitled (as such

entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or

(B) where the Flac Notes may be redeemed only on 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 if a payment in respect of the Flac Notes were then due or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities, as applicable.

Prior to the publication of any notice of redemption pursuant to this Condition 9(b), the Issuer shall deliver to the Fiscal Agent (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 legal advisers of recognised standing to the effect that a Tax Event (Gross up), Tax Event (Deductibility), or if applicable, a Change in Law has occurred. Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Flac Notes in accordance with this Condition 9(b).

(c) *Redemption at the option of the Issuer:* If the "Call Option" is specified in the relevant Final Terms as being applicable, the Flac Notes may be redeemed (subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount upon the Issuer giving not less than 15 nor more than 45 days' notice to the Noteholders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable, subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*) and, other than in the circumstances set out below, shall oblige the Issuer to redeem the Flac Notes or, as the case may be, the Flac Notes specified in such notice on the relevant Optional Redemption Date at the Optional Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) such date). No Optional Redemption Date shall fall on a date which is more than 12 (twelve) months prior to the Maturity Date.

Any notice of redemption given pursuant to this Condition 9(c) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed.

(d) *Early redemption following the occurrence of a Flac Disqualification Event:* The Issuer may redeem any Tranche of Flac Notes in whole, but not in part:

(i) at any time (if the Floating Rate Note provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 18 (*Notices*), at their Early Redemption Amount together with accrued and unpaid interest (if any) to (but excluding) such date, following the occurrence of a Flac Disqualification Event.

Prior to the publication of any notice of redemption pursuant to this Condition 9(d), the Issuer shall deliver to the Fiscal Agent (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 legal advisers of recognised standing to the effect that a Flac Disqualification Event applies, unless (1) the Resolution Authority has confirmed to the Issuer that a Flac Disqualification Event applies to the relevant Flac Notes, or (2) the Early Redemption Date occurs or will occur within a period of 12 (twelve) months prior to the Maturity Date. Upon the expiry of any such notice as is referred to in this Condition 9(d),but subject to Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*), the Issuer shall be bound to redeem the Flac Notes in accordance with this Condition 9(d).

(e) *Issuer clean up call option*: If "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, and if, at any time, the outstanding aggregate principal amount of the Flac Notes is the Clean Up Call Percentage or less of the aggregate principal amount of the Flac Notes originally issued (and for these purposes, any further Flac Notes issued pursuant to Condition 17 (*Further Issues*) and consolidated with the Flac Notes as part of the same Series shall be deemed to have been originally issued), (subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)), the Issuer may redeem all (but not some only) of the outstanding Flac Notes:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 9(l) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 18 (*Notices*)), and, other than in the circumstances set out below, shall oblige the Issuer to redeem all of the outstanding Flac Notes on the date fixed for redemption at their Early Redemption Amount, together with accrued and unpaid interest (if any) to (but excluding) such date.

Any notice of redemption given pursuant to this Condition 9(e) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant redemption date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the date fixed for redemption, or by the date fixed for redemption so delayed.

(f) *No other redemption*: The Issuer shall not be entitled to redeem the Flac Notes otherwise than as provided in Conditions 9(a) (*Scheduled redemption*) to 9(e) (*Issuer clean up call option*).

(g) *Partial redemption*: If the Flac Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption at the option of the Issuer*), each Flac Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Flac Notes to be redeemed on the relevant Optional Redemption Date bears to the aggregate principal amount of outstanding Flac Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount shall in no event be greater than the maximum or be less than the minimum so specified.

(h) *Purchase*: Subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*), the Issuer or any of its Subsidiaries may at any time purchase Flac Notes in the open market or otherwise and at any price.

(i) *Cancellation*: All Flac Notes so redeemed or purchased by the Issuer or any of its Subsidiaries may, at its option, be cancelled and may, if cancelled, not be reissued or resold.

(j) *Substitution or Variation*: Where "Substitution or Variation" is specified in the relevant Final Terms in respect of the Flac Notes as being applicable, and a Tax Event (Gross up), Tax Event (Deductibility) or a Flac Disqualification Event or, if specified in the relevant Final Terms, a Change in Law has occurred and is continuing, then the Issuer may, subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and/or as directed or approved by the Resolution Authority and having given not less than 30 nor more than 60 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Holders in accordance with Condition 18 (*Notices*), the Fiscal Agent and the Registrar (which notice shall be irrevocable, subject to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*)) but without any requirement for the consent or approval of the Holders, at any time either substitute all (but not some only) of the Flac Notes for, or vary the terms of the Flac Notes so that they remain or, as appropriate, become, Qualifying Flac Securities. Upon the expiry of such notice, the Issuer shall either vary the terms of or substitute the Flac Notes in accordance with this Condition 9(j), as the case may be.

(k) *Conditions to redemption, purchase, modification, substitution or variation*:

(i) Notwithstanding the foregoing provisions of this Condition 9 or Condition 16 (*Meetings of Noteholders; Modification*) and subject to Condition 9(k)(iii) below, the Flac Notes may be redeemed, purchased (in whole or in part), modified, substituted or varied prior to the Maturity Date, only at the option of the Issuer, and only if:

(A) and to the extent required by the Flac Requirements:

(1) the Issuer has sought the prior written approval of the Resolution Authority for such redemption, purchase, modification, substitution or variation (as applicable), in the manner prescribed by the Flac Requirements; and

(2) the Resolution Authority has granted its prior written approval to such redemption, purchase, modification, substitution or variation (as applicable), subject to such conditions (if any) as the Resolution Authority may deem appropriate; or

(B) the redemption, purchase, modification, substitution or variation of Flac Notes is not prohibited by the Flac Requirements.

(ii) Prior to the publication of any notice of redemption, substitution or variation or redemption pursuant to this Condition 9, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised officers stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied and, in the case of a substitution or variation, that the relevant Qualifying Flac Securities have terms not materially less favourable to an investor than the terms of the Flac Notes and will as from the date of such substitution or variation otherwise comply with the requirements of the definition thereof in Condition 2 (*Interpretation*).

(iii) This Condition 9(k) does not apply in respect of a redemption of the Flac Notes upon the occurrence of a Flac Disqualification Event in accordance with Condition 9(d) (*Early redemption following the occurrence of a Flac Disqualification Event*).

(l) *Rescission of notice of redemption, substitution or variation upon a Resolution Event*:

(i) If the Issuer has given a notice of redemption of the Flac Notes pursuant to Condition 9(b) (*Redemption for tax reasons or Change in Law*), Condition 9(c) (*Redemption at the option of the Issuer*), Condition 9(d) (*Redemption following the occurrence of a Flac Disqualification Event*) or Condition 9(e) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 9(j) (*Substitution or Variation*) and, after giving such notice but prior to the date of such redemption, substitution or variation, as applicable a Resolution Event occurs in relation to the Issuer, the relevant notice of redemption, substitution or variation, as applicable shall be automatically rescinded and shall be of no force and effect and the applicable Flac Notes will not be redeemed on the applicable Early Redemption Date or Optional Redemption Date (Call) (as applicable) or (as applicable) substituted or varied on the applicable date of substitution or variation.

(ii) Following the occurrence of a Resolution Event, the Issuer shall not be entitled to give any notice of redemption pursuant to Condition 9(b) (*Redemption for tax reasons or Change in Law*), Condition 9(c) (*Redemption at the option of the Issuer*), Condition 9(d) (*Redemption following the occurrence of a Flac Disqualification Event*) or Condition 9(e) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 9(j) (*Substitution or Variation*).

10. **Payments**

(a) *Principal*: Payments of principal shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Flac Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(b) *Interest*: Payments of interest shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Flac Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case

of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(c) *Payments subject to fiscal laws:* All payments in respect of the Flac Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 11 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) *Payments on business days*: Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the Payment Business Day immediately preceding the due date for payment. A Holder of a Flac Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 10(d) arriving after the due date for payment or being lost in the mail.

(e) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Flac Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.

(f) *Record date*: Each payment in respect of a Flac Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Flac Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

(g) *Payment of U.S. dollar Equivalent*: Notwithstanding the foregoing, if by reason of Inconvertibility, Non transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Flac Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five nor more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 10(g) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

(h) *Payment of Renminbi:* Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

11. **Taxation**

(a) *Gross up*: All payments of principal and interest in respect of the Flac Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such Taxes is required by law. In that event, the Issuer shall, in respect of payments of interest only and not in respect of payments of principal, pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders of such amounts after such withholding or deduction as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Flac Note:

(i) presented for payment by, or on behalf of, or held by, a Holder which is liable to such Taxes in respect of such Flac Note by reason of its having some connection with South Africa other than the mere holding of such Flac Note; or

(ii) where (in the case of a payment of principal or interest on redemption) the relevant Flac Note or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting or surrendering such Flac Note or Note Certificate on the last day of such period of 30 days; or

(iii) presented for payment by or on behalf of, or held by, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent; or

(iv) 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 determined in accordance with paragraph 10 of Schedule 8 to the Income Tax Act) of any Noteholder; or

(v) if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of disputers or alleged tax defaulters.

(b) *FATCA withholding*: Notwithstanding any other provision in these Conditions, the Issuer, and the Paying Agents, shall be permitted to withhold or deduct any amounts required by the rules of the Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay Additional Amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

(c) *Taxing jurisdiction*: If the Issuer becomes subject at any time to any taxing jurisdiction other than South Africa, references in these Conditions to South Africa shall be construed as references to South Africa and/or such other jurisdiction.

12. **Enforcement; No Acceleration**

(a) *No Events of Default*: There are no events of default or early termination events applicable to the Flac Notes, which could lead to an acceleration of the Flac Notes.

(b) *Consequences of non-payment:* Notwithstanding Condition 12(a) (*No Events of Default*), if default is made in the payment of any interest or principal due in respect of the Flac Notes and such default continues for a period of 30 days from the due date for payment, then, unless there has been an Extraordinary Resolution of the Flac Notes of such Series to the contrary, any Holder of the Flac Notes of that Series may, subject to the Flac Requirements and section 166D of the Financial Sector Regulation Act, at its discretion and without further notice, institute proceedings for the Winding-Up of the Issuer and/or prove a claim in any Winding-Up of the Issuer, but take no further or other action in respect of such default.

(c) *Consequences of Winding-Up:* Upon the occurrence of a Winding-Up (other than a Winding-Up (i) for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the Group, (ii) in respect of a Solvent Reconstruction, or (iii) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by Extraordinary Resolution of Noteholders before the date of the Winding-Up), any holder of the Flac Notes of a Series may, unless there has been an Extraordinary Resolution of the holders of the Flac Notes of that Series to the contrary, by written notice to the Issuer at its registered office, effective upon the date of receipt thereof by the Issuer, declare the Flac Notes of that Series held by such Noteholder to be forthwith due and payable. Upon receipt of that notice, unless there has been an Extraordinary Resolution of the Holders of the Flac Notes to the contrary, such Flac Notes shall, subject to the Flac Requirements and Condition 4 (*Status, Ranking and Subordination of Flac Notes; No Set-off or Netting*), become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of payment.

(d) *Enforcement Action*: Without prejudice to Condition 12(a) (*No Events of Default*), Condition 12(b) (*Consequences of non-payment*) and Condition 12(c) (*Consequences of Winding-Up*), if the Issuer breaches any of its obligations under the Flac Notes of that Series (other than any obligation in respect of the payment of principal or interest on such Flac Notes or any damages awarded in respect thereof)), then any Holder of Flac Notes of that Series 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 or satisfy any other payment obligation in relation to such Flac Notes sooner than the same would otherwise have been payable by it or any damages awarded in respect of the Flac Notes.

(e) *Effect of Resolution*:

(i) No provision of these Conditions or the relevant Final Terms or any other agreement, arrangement or understanding relating to the Flac Notes is of any effect to the extent that the provision:

(A) confers a right, or imposes an obligation, on a Person; or

(B) accelerates or varies an obligation of a Person,

upon, or as a result of, the occurrence of a Resolution Event or as a result of any Resolution Action or proposed Resolution Action being taken in relation to the Issuer, whether or not the Person is a party to these Conditions, the relevant Final Terms or such other agreement, arrangement or understanding.

(ii) Neither the placing, nor the proposed placing, of the Issuer in Resolution nor the taking, or the proposed taking, of any Resolution Action in relation to the Issuer following the occurrence of a Resolution Event shall constitute an event of default (howsoever described) or entitle the Noteholders to declare the Flac Notes to be due and payable prior to the Maturity Date.

(iii) This Condition 12(e) does not apply in relation to an obligation to give notice to a Person.

(f) *Notification*: If the Issuer becomes aware of the occurrence of:

(i) a Resolution Event in relation to the Issuer; and/or

(ii) any event or circumstances under Condition 12(b) (*Consequences of non-payment*) or Condition 12(c) (*Consequences of Winding-Up*),

the Issuer shall forthwith notify all the Noteholders in accordance with Condition 18 (*Notices*), within 1 (one) business day after becoming aware that such event or circumstances has occurred, the details of such event or circumstances. In this Condition 12(f), "**business day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Johannesburg, South Africa.

13. **Prescription**

Claims for principal and interest on redemption in respect of Flac Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

14. **Replacement of Note Certificates**

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced by the Registrar, subject to all Applicable Laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Note Certificates must be surrendered before replacements will be issued.

15. **Agents and Registrar**

In acting under the Agency Agreement and in connection with the Flac Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed in the Base Prospectus. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar, fiscal agent or Calculation Agent and additional or successor paying agents and transfer agents; **provided**, **however**, **that**:

(a) the Issuer shall at all times maintain a fiscal agent and a registrar; and

(b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(c) if and for so long as the Flac Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent and/or registrar in any particular place, the Issuer shall

maintain a paying agent and/or a registrar each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or the Registrar or in their Specified Offices shall promptly be given to the Noteholders.

16. **Meetings of Noteholders; Modification**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings (including by way of conference call using an audio or video conference platform) of Noteholders to consider matters relating to the Flac Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Flac Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing more than half of the aggregate principal amount of the outstanding Flac Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Flac Notes held or represented; **provided**, **however**, **that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three quarters or, at any adjourned meeting, one-quarter of the aggregate principal amount of the outstanding Flac Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) *Modification*: The Flac Notes, these Conditions and the Deed of Covenant may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, is made to correct a manifest error or is, in its sole opinion, not materially prejudicial to the interests of the Noteholders.

The consent or approval of the Noteholders shall not be required in the case of amendments to the Conditions pursuant to Condition 7(n) (*Benchmark Replacement*) to vary the method basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Flac Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 7(n) (*Benchmark Replacement*), where the Issuer has otherwise complied with the requirements set out in the same Condition.

Any modification of the Flac Notes in accordance with this Condition 18 is subject to the Issuer obtaining the consent of the Resolution Authority (if and to the extent that such consent is required by the Flac Requirements) pursuant to Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*).

17. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Flac Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Flac Notes.

18. **Notices**

Notices to the Holders of Flac Notes will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In addition, notices to Noteholders will be published on the date of such mailing in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe.

19. **Currency Indemnity**

If any sum due from the Issuer in respect of the Flac Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Flac Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

20. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

21. **Governing Law and Jurisdiction**

(a) *Governing law*: The Flac Notes and all non-contractual obligations arising out of or in connection with the Flac Notes are governed by English law save that the provisions of Condition 1(h) (*Flac Requirements*), Condition 4 (*Status, Ranking and Subordination of Flac Notes; No Set-off or Netting*), Condition 5 (*Recognition of RSA Bail-in Powers*), Condition 9(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and Condition 12 (*Enforcement; No Acceleration*) (the "**South African Law Provisions**"), and all non-contractual obligations arising out of or in connection with the South African Law Provisions, are governed by, and shall be construed in accordance with, South African law.

(b) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Flac Notes (including any non-contractual obligation arising out of or in connection with the Flac Notes).

(c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(d) *Rights of the Noteholders to take proceedings outside England*: Condition 21(b)(*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 21 prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.

(e) *South African Resolution Matters*: None of the provisions of Condition 21(b) (*English courts*), Condition 21(c) (*Appropriate forum*) or Condition 21(d) (*Rights of the Noteholders to take proceedings outside England)* shall apply to:

(i) any exercise or purported exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority; or

(ii) any decision, act or omission of the Resolution Authority in connection with any RSA Bail-in Power or any Resolution Action.

(f) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Standard Advisory London Limited (Attention: Head of Legal) at 20, Gresham Street, London, EC2V 7JE, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this Condition 21(f) shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

TERMS AND CONDITIONS OF THE TIER 2 NOTES

*The following is the text of the terms and conditions that, subject to completion and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms or, in the case of Exempt Tier 2 Notes, the relevant Pricing Supplement and except for the paragraphs in italics (which are for information purposes only and do not form part of the Tier 2 Conditions), shall be applicable to each Tranche of Tier 2 Notes (the "**Tier 2 Conditions**"). The full text of the Tier 2 Conditions, as completed by the relevant Final Terms or Pricing Supplement (as applicable), will be endorsed on each Individual Note Certificate relating to Tier 2 Notes issued under the Programme. Certain provisions relating to Tier 2 Notes while in global form, and certain modifications of the Tier 2 Conditions applicable to such Tier 2 Notes while in global form, are described in the section entitled "Summary of Provisions Relating to the Notes while in Global Form" below*

1. **Introduction**

(a) *Programme*: The Standard Bank of South Africa Limited ("**SBSA**") and Standard Bank Group Limited ("**SBG**") have established a Euro Medium Term Note Programme (the "**Programme**") under a Base Prospectus dated 30 September 2026 (the "**Base Prospectus**") for the issuance of up to U.S.$4,000,000,000 in aggregate principal amount of notes (the "**Notes**").

(b) *Issuer*: Reference to the "**Issuer**" in these Conditions is to SBG.

(c) *The Tier 2 Notes*: All references in these Conditions to "**Tier 2 Notes**" are to Notes issued under the Programme which are specified in the relevant Final Terms or Pricing Supplement (each as defined below) as having the status of Tier 2 Notes.

(d) *Final Terms*:

(i) Tier 2 Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Tier 2 Notes. Each Tranche of Tier 2 Notes is the subject of a written final terms (the "**Final Terms**") or, in the case of Exempt Tier 2 Notes only, a pricing supplement (a "**Pricing Supplement**") which completes these terms and conditions (the "**Conditions**").

(ii) In the case of Exempt Tier 2 Notes, any other reference in these Conditions to "Final Terms" shall be deemed to be a reference to the relevant Pricing Supplement.

(iii) The terms and conditions applicable to any particular Tranche of Tier 2 Notes are these Conditions as completed by the relevant Final Terms applicable to such Tier 2 Notes. These Conditions apply only to Tier 2 Notes.

(iv) In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(v) Copies of the relevant Final Terms are available for viewing during normal business hours at, and copies may be obtained during such times from, the registered office of the Issuer and the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

(e) *Deed of Covenant*: The Tier 2 Notes are issued in registered form and are constituted by a deed of covenant in respect of the Issuer dated 30 September 2026, as amended and supplemented from time to time (the "**Deed of Covenant**").

(f) *Agency Agreement*: The Tier 2 Notes are the subject of an amended and restated issue and paying agency agreement dated 30 September 2026 as amended and supplemented from time to time (the

"**Agency Agreement**") between the Issuer, SBSA, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Tier 2 Notes), The Bank of New York Mellon, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Tier 2 Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Tier 2 Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to any one of them.

(g) *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. The Noteholders are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

2. **Interpretation**

(a) *Definitions*: In these Conditions the following expressions have the following meanings:

"**Additional Amounts**" has the meaning given to it in Condition 12 (*Taxation*);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Conditions**" means in relation to any issue of Tier 2 Notes, such conditions, in addition to the conditions specified in the applicable Capital Rules, as may be prescribed by the Relevant Regulator for the proceeds of the issue of such Tier 2 Notes to qualify as Tier 2 Capital, pursuant to the approval granted by the Relevant Regulator for the issue of such Tier 2 Notes, as specified in the relevant Final Terms, a supplement to the Base Prospectus or a drawdown prospectus;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

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

"**Amounts Due**" means the Current Principal Amount of, and any accrued but unpaid interest on, the Tier 2 Notes, and references to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any RSA Bail-in Power by the Resolution Authority;

"**Applicable Laws**" means, in relation to a Person, all and any:

(i) statutes and subordinate legislation and common law;

(ii) regulations;

(iii) ordinances and by-laws;

(iv) directives, codes of practice, circulars, guidance notices, guidance notes, prudential standards, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

(v) other similar provisions,

from time to time, compliance with which is mandatory for that Person, and "**Applicable Law**" shall be construed accordingly;

"**Banks Act**" means the Banks Act, 1990 of South Africa;

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010;

(ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011; and

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III";

"**Broken Amount**" means the amount specified as such in the relevant Final Terms;

"**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" means that the relevant date shall be postponed to 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, save in respect of Tier 2 Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding

such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided**, **however**, **that**:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" means the amount specified as such in the relevant Final Terms;

"**Calculation Method**" has the meaning given in the relevant Final Terms;

"**Capital Disqualification Event**" means an event which will be deemed to have occurred with respect to the Tier 2 Notes of any Series if, as a result of a Regulatory Change, the Tier 2 Notes of that Series are fully, or to the extent permitted by the Capital Rules, partially, excluded from Tier 2 Capital of the Issuer on a solo and/or consolidated basis (save where such non-qualification is only as a result of any applicable limitation on the amount of such capital and any amortisation of recognition as Tier 2 Capital under the Capital Rules in the final five years prior to maturity);

"**Capital Rules**" means at any time, any capital adequacy rules, law, legislation, regulations, requirements, guidelines, guidance notes, directives, prudential standards and policies relating to capital adequacy then in effect in South Africa in relation to "banks" registered under the Banks Act and licensed to conduct "the business of a bank" (as defined in the Banks Act) in South Africa and bank holding companies registered under the Banks Act as "controlling companies" (as defined in the Banks Act) (and where relevant, the rules applicable specifically to the Issuer) as applied by the Relevant Regulator, or, if the Issuer becomes domiciled in a jurisdiction other than South Africa, any capital adequacy rules, law, legislation, regulations, requirements, guidelines, guidance notes, directives, prudential standards and policies relating to capital adequacy then in effect in such other jurisdiction in relation to bank and bank holding companies registered and licensed in such other jurisdiction (and where relevant, the rules applicable specifically to the Issuer) as applied by the Relevant Regulator;

"**Change in Law**" means on, or after the Issue Date of the first Tranche of Tier 2 Notes in any Series of Tier 2 Notes, (a) due to the adoption of or any change in any Applicable Law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Law or regulation (including any action taken by a taxing authority), the Issuer determines in good faith that it will incur a materially increased cost in performing its obligations

under such Tier 2 Notes (including, without limitation, due to any tax liability, decrease in tax benefit or other adverse effect on its tax position);

"**Clean Up Call Percentage**" means 25 per cent. or such other percentage as may be specified in the relevant Final Terms;

"**Code**" means the U.S. Internal Revenue Code of 1986;

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

"**Current Principal Amount**" means:

(i) with respect to the Tier 2 Notes or a Tier 2 Note (as the context requires), the outstanding aggregate principal amount thereof, as such amount may be (A) reduced, on one or more occasions, pursuant to a Write-off following the occurrence of a Non-Viability Event, or (B) reduced or otherwise adjusted, on one or more occasions, following any write-down, write-off, conversion, reduction or other adjustment pursuant to the exercise by the Resolution Authority of any RSA Bail-in Power or the taking by the Resolution Authority of any other Resolution Action under the Resolution Framework; or

(ii) with respect to any other Loss Absorbing Instrument, the principal amount thereof (or amount analogous to a principal amount), calculated on an analogous basis to the calculation of the Current Principal Amount of the Tier 2 Notes;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) where the Calculation Period is longer than one Regular Period, the sum of:

(a) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending on a date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (\text{Y}_2 - \text{Y}_1)] + [30 \, x \, (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**"is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vii) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (\text{Y}_2 - \text{Y}_1)] + [30 \text{ x } (\text{M}_2 - \text{M}_1)] + (\text{D}_2 - \text{D}_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(viii) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D_2 will be 30;

provided, however, that in each such case the number of days in the Calculation Period is calculated from (and including) the first day of the Calculation Period to (but excluding) the last day of the Calculation Period;

"**Designated Institution**" means a "designated institution" under and as defined in the Financial Sector Regulation Act;

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and in New York City;

"**Determination Date**" means the day which is 2 (two) Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Early Redemption Amount**" means, in respect of any Tier 2 Note, its Current Principal Amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Tier 2 Note, its Current Principal Amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**EURIBOR**" means the Euro wholesale funding rate known as the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any successor administrator of that rate);

"**Exempt Tier 2 Notes**" means Notes for which no prospectus is required to be published under the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook made in accordance with the POATRs;

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Final Redemption Amount**" means, in respect of any Tier 2 Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Financial Sector Regulation Act**" means the Financial Sector Regulation Act, 2017 of South Africa;

"**Fixed Coupon Amount**" means the amount specified as such in the relevant Final Terms;

"**Fixed Rate Notes**" means the Tier 2 Notes to which the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable;

"**Flac Instrument**" means a "*flac instrument*" as defined in section 1(1) of the Financial Sector Regulation Act and complying with the Flac Requirements;

"**Flac Requirements**" means the Flac Standard and any other Applicable Law relating to Flac Instruments then in effect in South Africa in relation to Designated Institutions from time to time, in each case as amended, supplemented or replaced from time to time, prescribing the requirements with which the unsecured debt instruments contemplated in the Flac Standard must comply in order for such unsecured debt instruments to qualify and rank as Flac Instruments;

"**Flac Standard**" means South African Prudential Standard RA03 (Flac Instrument Requirements for Designated Institutions) made by the Relevant Regulator under section 105(2)(c), read with section 30(1A) of the Financial Sector Regulation Act, and published on 11 December 2024;

"**Floating Rate Notes**" means Tier 2 Notes to which (i) the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, or (ii) with effect from the relevant Reset Date specified in the relevant Final Terms, the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"**Group**" means the Issuer and its Subsidiaries;

"**Holder**" of a Tier 2 Note means the Person in whose name such Tier 2 Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholders**" shall be construed accordingly;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Illiquidity**" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Tier 2 Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"**Income Tax Act**" means the Income Tax Act, 1962 of South Africa;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Tier 2 Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case selected and appointed by the Issuer at its own expense;

"**Insolvency Act**" means the Insolvency Act, 1936 of South Africa;

"**Interest Amount**" means, in relation to a Tier 2 Note and an Interest Period, the amount of interest payable in respect of that Tier 2 Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Tier 2 Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Final Terms;

"**Interest Payment Date**" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Tier 2 Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as amended and updated as at the date of issue of the first Tranche of the Tier 2 Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

"**Issue Date**" has the meaning given in the relevant Final Terms;

"**Junior Securities**" means, in relation to the Tier 2 Notes:

(i) any share capital or any other securities issued by the Issuer the proceeds of which qualify (or were intended to qualify at issue) as Common Equity Tier 1 Capital;

(ii) any securities issued by, or any other loans, debt instruments, securities or other instruments or obligations of, the Issuer which qualify (or were intended to qualify at issue) as Additional Tier 1 Capital; and

(iii) any other shares or securities issued by, or any other loans, debt instruments, securities or other instruments or obligations of the Issuer which rank, or are expressed to rank, whether by contract or under Applicable Law (including the Ranking Legislation), junior to the Tier 2 Notes on a Winding-Up;

"**Loss Absorbing Instruments**" means at any time any Other Tier 2 Security which may have all or some of its principal amount written-off (whether in whole or in part or on a permanent or temporary basis) or converted (whether in whole or in part) (in each case in accordance with its conditions or otherwise) on the occurrence or as a result of a Non-Viability Event;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Market**" means the London Stock Exchange plc's Regulated Market;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" has the meaning given to it in Condition 8(h) (*Definitions*);

"**Mid-Swap Floating Leg Benchmark Rate**" has the meaning given to it in Condition 8(h) (*Definitions*);

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Non-Viability Event**" shall bear the meaning ascribed thereto in Condition 9 (*Loss Absorption Following a Non-Viability Event*);

"**Non-Viability Event Notice**" shall bear the meaning ascribed thereto in Condition 9 (*Loss Absorption Following a Non-Viability Event*);

"**Non-Viability Loss Absorption Condition**" shall bear the meaning ascribed thereto in Condition 9 (*Loss Absorption Following a Non-Viability Event*);

"**Observation Method**" means the method set out in the relevant Final Terms;

"**Official List**" means the official list of the United Kingdom Financial Conduct Authority;

"**Optional Redemption Amount**" means, in respect of any Tier 2 Note, its Current Principal Amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**Optional Redemption Date**" has the meaning given in the relevant Final Terms;

"**Other Tier 2 Securities**" means in relation to the Tier 2 Notes, any loans, debt instruments, securities or other instruments or obligations of the Issuer (other than the Tier 2 Notes):

(i) which upon issue qualified (or were intended to qualify) as Tier 2 Capital; or

(ii) which otherwise rank or are expressed to rank on a Winding-Up of the Issuer *pari passu* with the Tier 2 Notes or with other loans, debt instruments, securities or other instruments or obligations of the Issuer falling within paragraph (i) above;

"**Payment Business Day**" means:

(i) if the currency of payment is euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(ii) if the currency of payment is not euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**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;

"**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency **provided**, **however**, **that**:

(i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer; and

(ii) in any other case any financial centre that is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

"**Qualifying Tier 2 Securities**" means securities issued directly by the Issuer that:

(i) have terms not materially less favourable to an investor than the terms of the Tier 2 Notes being substituted or varied in accordance with Condition 10(j) (*Substitution or Variation*) (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and provided that a certification to such effect of two authorised officers shall have been delivered to the Fiscal Agent prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (A) contain terms which comply with the then current minimum requirements of the Relevant Regulator in relation to Tier 2 Capital, required to ensure that such Qualifying Tier 2 Securities qualify as Tier 2 Capital

(B) include terms which provide for the same Interest Rate or rate of return from time to time applying to the Tier 2 Notes, and preserve the Interest Payment Dates; (C) rank *pari passu* with the ranking of the Tier 2 Notes; (D) preserve any existing rights under these Conditions to any accrued interest or other amounts which have not been paid; and (E) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Tier 2 Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption;

(ii) if the Tier 2 Notes are listed on the Official List and admitted to trading on the Market (A) are listed on the Official List and admitted to trading on the Market or (B) listed on such other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer; and

(iii) where the relevant Tier 2 Notes which have been substituted or varied had a published rating solicited by the Issuer from one or more Rating Agencies immediately prior to their substitution or variation, benefit from (or will, as announced, or otherwise confirmed in writing, by each such relevant Rating Agency, benefit from) an equal or higher published rating from each such Rating Agency as that which applied to the relevant Tier 2 Notes (unless any downgrade is solely attributable to the ranking of the securities under sub-paragraph (i)(A) above);

"**Ranking Legislation**" means the Insolvency Act, as read with and amended by section 166W of the Financial Sector Regulation Act, and any other law or regulation from time to time which is applicable to the Issuer and relevant for determining the rights of members and creditors of the Issuer (including the holders of Tier 2 Capital Securities) in respect of the ranking of their respective claims against the Issuer in a Winding-Up;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Tier 2 Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms and includes the Initial Rate of Interest, First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable;

"**Rating Agency**" means Fitch Ratings Limited, Moody's Investors Services Ltd or S&P Global Ratings UK Limited or any of their respective affiliates or successors;

"**Recognised Stock Exchange**" means a stock exchange which is both (i) a recognised stock exchange as defined in Section 1005 of the Income Tax Act 2007, and (ii) a recognised exchange as defined in paragraph 1 of the Eighth Schedule to the Income Tax Act;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount, the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate;

"**Reference Rate**" means EURIBOR, SONIA, SOFR or Term SOFR, in each case for the relevant currency and for the relevant period, as specified in the relevant Final Terms;

"**Register**" means the register maintained by the Registrar in respect of the Tier 2 Notes in accordance with the Agency Agreement;

"**Regular Period**" means:

(i) in the case of Tier 2 Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Tier 2 Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Tier 2 Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Regulations Relating to Banks**" means the Regulations Relating to Banks published under Government Notice R1029 in Government Gazette 35950 of 12 December 2012, issued under section 90 of the Banks Act;

"**Regulatory Change**" means a change in, or amendment to, the Capital Rules or any change in the application of or official or generally published guidance or interpretation of the Capital Rules, which change or amendment becomes, or would become, effective on or after the Issue Date of the first Tranche of Tier 2 Notes of the relevant Series;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

"**Relevant Part**" in relation to a Series of Tier 2 Notes, the portion of the aggregate Current Principal Amount of that Series of Tier 2 Notes which the Relevant Regulator requires to be Written-off upon the occurrence of a Non-Viability Event whether expressed as a value, a percentage or otherwise, as determined and notified to the Issuer by the Relevant Regulator;

"**Relevant Regulator**" means the Prudential Authority established under the Financial Sector Regulation Act, and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer and/or SBSA;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, 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 or the Mid-Swap Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Renminbi**" means the lawful currency of the PRC;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Tier 2 Notes, to reduce the amount of principal or interest payable on any date in respect of the Tier 2 Notes, to alter the method of calculating the amount of any payment in respect of the Tier 2 Notes or the date for any such payment, to change the currency of any payment under the Tier 2 Notes, to modify or amend the subordination provisions applicable to the Tier 2 Notes (including the ranking of the claims of the Noteholders relative to the Senior Creditors and the Junior Securities) pursuant to Condition 4(b) (*Subordination*), or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution, provided that the Write-off of the Current Principal Amount (or any part thereof) of the Tier 2 Notes pursuant to Condition 9 (*Loss Absorption following a Non-Viability Event*) shall not constitute a Reserved Matter;

"**Reset Notes**" means Tier 2 Notes to which the Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Resolution**" means "resolution" as defined in section 1(1) of the Financial Sector Regulation Act;

"**Resolution Action**" means, on and after the occurrence of a Resolution Event, any "resolution action" (as defined in section 1(1) of the Financial Sector Regulation Act) taken by the Resolution Authority in terms of the Resolution Framework;

"**Resolution Authority**" means the SARB in accordance with the Financial Sector Regulation Act or any successor or replacement thereto and/or such other authority in South Africa with the ability to exercise the RSA Bail-in Powers and take Resolution Actions;

"**Resolution Event**" means the event that occurs when the Minister of Finance of South Africa makes a written determination, addressed to the Governor of the SARB, placing a Designated Institution in Resolution in terms of section 166J(2) of the Financial Sector Regulation Act;

"**Resolution Framework**" means Chapter 12A of the Financial Sector Regulation Act and any other Applicable Law applicable to the Issuer, SBSA or other members of the Group at the relevant time pursuant to, or which implement, or are enacted within the context of, Chapter 12A of the Financial Sector Regulation Act, establishing a framework for the Resolution of Designated Institutions;

"**RSA Bail-in Power**" means any write-down, write-off, conversion, transfer, modification, suspension or similar or related power existing from time to time under the Resolution Framework (including, without limitation, under section 166S and section 166T of the Financial Sector Regulation Act) or any other Applicable Law relating to the orderly Resolution of Designated Institutions in effect and applicable in South Africa to the Issuer, SBSA or other members of the Group, pursuant to which any obligation of a Designated Institution can be reduced, written-off, cancelled, modified, transferred and/or converted into shares, other securities or other obligations of the obligor or any other Person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligation may be deemed to have been exercised;

"**SARB**" means the South African Reserve Bank, as referred to in section 223 of the Constitution of the Republic of South Africa, 1996, read with the Reserve Bank Act, 1989 of South Africa, or the relevant replacement or successor regulator;

"**Senior Creditors**" means creditors of the Issuer:

(i) who are unsubordinated creditors of the Issuer; or

(ii) whose claims are, or are expressed to be, subordinated (whether only in the event of a Winding-Up of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer (including, for the avoidance of doubt, the claims of holders of Flac Instruments) (other than those creditors of the Issuer whose claims are (a) claims under, or in respect of, Junior Securities, or (b) claims under, or in respect of, Tier 2 Capital Securities);

"**Solvent Reconstruction**" means an event where an order is made or an effective resolution is passed for the Winding-Up of the Issuer 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 outstanding Tier 2 Notes 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;

"**SOFR**" has the meaning given to it in Condition 7(d)(i) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**SONIA**" has the meaning given to it in Condition 7(d)(i) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" subject to Applicable Laws has the meaning given in the relevant Final Terms, save that the minimum denomination of (i) any Tier 2 Note offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under Regulation (EU) 2017/1129 will be €100,000 (or, if the Tier 2 Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the Issue Date of such Tier 2 Notes) and (ii) any Tier 2 Note offered to the public in the United Kingdom will be £50,000 (or, if the Tier 2 Notes are denominated in a currency other than Sterling, the equivalent amount in such currency as at the Issue Date of such Tier 2 Notes) unless the Tier 2 Notes otherwise falls within an exception from the prohibition on offers to the public (as set out in Schedule 1 of the POATRs);

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Spot Rate**" means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over the counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**Statutory Loss Absorption Regime**" means any legal, statutory or regulatory regime or requirement implemented in South Africa which provides the Relevant Regulator or the

Resolution Authority, as the case may be, with the power to implement principal loss absorption measures in respect of capital instruments (such as Additional Tier 1 Capital and Tier 2 Capital), including, but not limited to, any such regime or requirement which is implemented pursuant to Basel III;

"**Subsidiary**" means an entity of which a Person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in Euro;

"**Tax Event (Deductibility)**" means an event where, as a result of a Tax Law Change, in respect of the Issuer's obligation to make any payment of interest 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 in the opinion of the Issuer, materially reduced, and in each case the Issuer cannot avoid the foregoing in connection with the Tier 2 Notes 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 Event (Gross up)**" means an event where, as a result of a Tax Law Change, the Issuer has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts as provided or referred to in Condition 12 (*Taxation*);

"**Tax Law Change**" means a change or proposed change in, or amendment or proposed amendment to, the tax 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 tax laws or regulations (including a holding by a court of competent jurisdiction) whether or not having retrospective effect, which actual or proposed change or amendment becomes effective on or after the Issue Date of the first Tranche of Tier 2 Notes of the relevant Series;

"**Term SOFR**" means the forward-looking term rate of the Secured Overnight Financing Rate provided by the Term SOFR Administrator (expressed as a percentage rate per annum) for the stated tenor which appears on the Relevant Screen Page at or about 6.00 a.m. New York City time) (the "**Term SOFR Determination Time**") on the Term SOFR Determination Date;

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited as administrator of Term SOFR (or a successor administrator);

"**Term SOFR Determination Date**" means, in respect of an Interest Determination Date or a Reset Determination Date (as applicable), the day that is two U.S. Government Securities Business Days preceding the first day of that Interest Period or Reset Period (as applicable) (or any amended publication day for Term SOFR, as specified by the Term SOFR Administrator), or as otherwise specified in the relevant Final Terms;

"**Tier 2 Capital**" means "*tier 2 capital*" as defined in section 1(1) of the Banks Act;

"**Tier 2 Capital Rules**" means Regulation 38(12) of the Regulations Relating to Banks promulgated under the Banks Act and such other provisions of the Capital Rules with which Notes must comply in order for the proceeds of the issue of such Notes to qualify as Tier 2 Capital;

"**Tier 2 Capital Securities**" means any obligations or securities of the Issuer which upon issue qualified (or were intended to qualify) as Tier 2 Capital;

"**U.S.**" means the United States of America;

"**U.S. dollars**" means United States dollars;

"**U.S. dollar Equivalent**" means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Determination Date;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities;

"**Winding-Up**" means an order is made (including in terms of section 166H of the Financial Sector Regulation Act) by a court of competent jurisdiction, or an effective resolution is passed, for the winding-up, liquidation, dissolution or similar event of the Issuer (whether voluntary or involuntary);

"**Write-off**" means, in respect of the Tier 2 Notes:

(i) the Tier 2 Notes shall be cancelled (in the case of a Write-off in whole) or written-off in part on a pro rata basis (in the case of a Write-off in part), in accordance with the Capital Rules and as, and to the extent, determined by the Relevant Regulator; and

(ii) all rights of any Noteholder for payment of any amounts under or in respect of the Tier 2 Notes shall, as the case may be, be cancelled or written-off pro rata among the Noteholders and, in each case, not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Event Notice and even if the Non-Viability Event has ceased,

and the term "**Written-off**" shall be construed accordingly;

"**Write-off Date**" shall have the meaning given to it in Condition 9(b) (*Write-off of Notes upon a Non-Viability Event*);

"**Write-off Period**" means the number of days following the occurrence of a Non-Viability Event specified as such in the relevant Final Terms, or if no such number of days is specified in the relevant Final Terms, the Write-off Period shall be 30 days, in each case subject to Conditions 9(b)(i)(A) and 9(b)(i)(B); and

"**Written-off Amount**" shall have the meaning given to it in Condition 9(b) (*Write-off of Tier 2 Notes upon a Non-Viability Event*).

(b) *Interpretation*: In these Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Tier 2 Note and any other amount in the nature of principal payable pursuant to these Conditions, in each case as reduced or otherwise adjusted from time to time following any write-down, write-off, conversion, reduction or other adjustment pursuant to the exercise by the Resolution Authority of any RSA Bail-

in Power or the taking by the Resolution Authority of any other Resolution Action under the Resolution Framework;

(ii) any reference to interest shall be deemed to include any Additional Amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(iii) references to Tier 2 Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;

(iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**Not Applicable**" then such expression is not applicable to the Tier 2 Notes;

(v) any reference to the Agency Agreement or the Deed of Covenant shall be construed as a reference to the Agency Agreement or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Tier 2 Notes; and

(vi) any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

3. **Form, Denomination, Title and Transfer**

(a) *Form*: The Tier 2 Notes are issued in registered form.

(b) *Specified Denomination*: The Tier 2 Notes are in the Specified Denomination(s), which, subject to Applicable Laws, may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

(c) *Title*: The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Tier 2 Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(d) *Ownership*: The Holder of any Tier 2 Note shall (except as otherwise required by Applicable Law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No Person shall have any right to enforce any term or condition of any Tier 2 Note under the Contracts (Rights of Third Parties) Act 1999.

(e) *Transfers of Notes*: Subject to Condition 3(h) (*Closed periods*) and (i) (*Regulations concerning transfers and registration*) below, a Tier 2 Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar, together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Tier 2 Note may not be transferred unless the principal amount of Tier 2 Notes transferred and (where not all of the Tier 2 Notes held by a Holder are being transferred) the principal amount of the balance of Tier 2 Notes not transferred are Specified Denominations. Where not all the Tier 2 Notes represented by the surrendered Note Certificate are the subject of

the transfer, a new Note Certificate in respect of the balance of the Tier 2 Notes will be issued to the transferor.

(f) *Registration and delivery of Note Certificates*: Within five business days of the surrender of a Note Certificate in accordance with Condition 3(e) (*Transfers of Notes*), the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Tier 2 Notes transferred to each relevant Holder at its Specified Office or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 3(f) , "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar has its Specified Office.

(g) *No charge*: The transfer of a Tier 2 Note will be effected without charge by or on behalf of the Issuer or the Registrar but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(h) *Closed periods*: Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Tier 2 Notes.

(i) *Regulations concerning transfers and registration*: All transfers of Tier 2 Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Tier 2 Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status, Ranking and Subordination of the Tier 2 Notes; No Set-off or Netting**

(a) *Status and ranking of the Tier 2 Notes*:

(i) The Tier 2 Notes on issue constitute Tier 2 Capital of the Issuer under the Capital Rules.

(ii) The Tier 2 Notes will in a Winding-Up of the Issuer rank as Tier 2 Capital in accordance with the Ranking Legislation.

(iii) Without prejudice to Condition 4(a)(ii) but subject to Condition 9 (*Loss Absorption Following a Non-Viability Event*), the Tier 2 Notes constitute direct, unsecured and, in accordance with Condition 4(b) (*Subordination)*, subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and (save for the claims of those creditors that have been accorded by law preferential rights):

(A) *pari passu* with Other Tier 2 Securities;

(B) senior and in priority to any Junior Securities; and

(C) junior to the present and/or future claims of Senior Creditors.

(b) *Subordination:* Subject to the Ranking Legislation, the claims of the Noteholders (including the holders of beneficial interests in the Tier 2 Notes) entitled to be paid amounts due in respect of the Tier 2 Notes (including any damages awarded for breach of the Issuer's obligations in respect thereof) are subordinated to the present and/or future claims of Senior Creditors and, accordingly, in the event of a Winding-Up of the Issuer (in each case other than pursuant to a Solvent Reconstruction):

(i) notwithstanding that any Holder of a Tier 2 Note (or any beneficial interest therein) shall have proved a claim for any amount in respect of, or arising under, the Tier 2 Notes in

the event of such Winding-Up of the Issuer no such amount shall be paid to that Holder until the claims of Senior Creditors have been fully satisfied; and

(ii) no amount due under the Tier 2 Notes (or any beneficial interest therein) shall be eligible for set-off, netting, counterclaim, abatement or other similar remedy which any Holder of a Tier 2 Note (or any beneficial interest therein) might otherwise have under the laws of any jurisdiction in respect of, or arising under, the Tier 2 Notes (or any beneficial interest therein) nor shall any amount due under the Tier 2 Notes be payable to any such Holder, until all the claims of all Senior Creditors which are admissible in any such Winding-Up have been paid or discharged in full.

(c) *No set-off or netting*: The Tier 2 Notes are not eligible for any set-off or netting by any Noteholder (or holder of a beneficial interest therein), and, subject to Applicable Laws, no Holder of a Tier 2 Note (or any beneficial interest therein) may, directly or indirectly, exercise, claim, apply or plead any right of set-off, netting, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer under or in connection with the Tier 2 Notes and each Holder of a Tier 2 Note (or any beneficial interest therein) shall, by virtue of being the Holder of any such Tier 2 Note (or any beneficial interest therein), be deemed to have waived, and shall be treated for all purposes as if it had waived, any and all such rights to set-off, apply netting or raise any counterclaim and/or to compensation and/or retention, both before and during any Winding-Up, Resolution or administration of the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder of a Tier 2 Note (or any beneficial interest therein) by the Issuer is discharged by set-off, netting, counterclaim, compensation and/or retention (whether by operation of law, contract or otherwise), such Holder shall, unless such payment is prohibited by any Applicable Law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its Winding-Up, Resolution, administration or analogous proceedings, the liquidator, resolution practitioner, administrator or similar officer or insolvency official, as appropriate, of the Issuer for payment to the Senior Creditors in respect of amounts owing to them by the Issuer, and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer or, as the case may be, the liquidator, resolution practitioner, administrator or similar officer or insolvency official, as appropriate, of the Issuer, for payment to the Senior Creditors in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

(d) *Capital Rules and Additional Conditions*: In order for the proceeds of the issuance of any Tranche of Tier 2 Notes to qualify as Tier 2 Capital, the Tier 2 Notes must comply with the applicable Capital Rules (including the Additional Conditions (if any) prescribed by the Relevant Regulator in respect of a particular Tranche of Tier 2 Notes). The Issuer will specify in the relevant Final Terms whether the proceeds of the issue of Tier 2 Notes are intended to qualify as Tier 2 Capital. The Additional Conditions (if any) prescribed by the Relevant Regulator in respect of Tier 2 Notes will be specified in the relevant Final Terms, a supplement to the Base Prospectus or a drawdown prospectus.

5. **Recognition of RSA Bail-in Powers**

(a) *Application of the RSA Bail-in Powers:* Notwithstanding and to the exclusion of any other term of the Tier 2 Notes, or any other agreements, arrangements or understanding between the Issuer and any Noteholder by its acquisition of the Tier 2 Notes, each Noteholder acknowledges, accepts and agrees that any Amounts Due arising under the Tier 2 Notes may be subject to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by the exercise of any RSA Bail-in Power by the Resolution Authority or determination under the Resolution Framework, which may include (without limitation) and result in any of the following Resolution Actions, or some combination thereof:

(i) the reduction or write-off of all, or a portion of, the Amounts Due, including on a permanent basis;

(ii) the conversion of all, or a portion, of the Amounts Due into ordinary shares or other securities or other obligations of the Issuer or another Person (and/or the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Tier 2 Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Tier 2 Notes any such shares, other securities or other obligations of the Issuer or another Person;

(iii) the cancellation of the Tier 2 Notes;

(iv) the replacement or substitution of the Issuer;

(v) the transfer of the Tier 2 Notes; and/or

(vi) the amendment or alteration of the maturity of the Tier 2 Notes, or the amendment of the amount of interest, and Additional Amounts (if any), due or payable on the Tier 2 Notes, or the dates on which interest becomes payable, including by suspending payment for any period contemplated in the RSA Bail-in Powers,

which RSA Bail-in Powers may be exercised by means of amendment, modification or variation of the terms of the Tier 2 Notes to give effect to any exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority. The exercise of the RSA Bail-in Powers, and the taking of any Resolution Action, by the Resolution Authority and the implementation, and the rights of the Noteholders in respect, thereof shall be as prescribed and/or determined by the Resolution Framework.

(b) *Variation of rights*: Each Noteholder, by its acquisition of the Tier 2 Notes, further acknowledges, accepts, consents and agrees that the rights of the Noteholders are subject to, and may, without the consent of the Noteholders be varied, if necessary, to give effect to, the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority.

(c) *Payments of Amounts Due*: No Amounts Due in relation to the Tier 2 Notes will become due and payable or be paid after the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority if and to the extent such amounts have been reduced, written-down, written-off, converted, cancelled, amended or altered as a result of such exercise of any RSA Bail-in Power or the taking of any such Resolution Action, unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the Applicable Laws of South Africa applicable to the Issuer.

(d) *No Event of Default*: None of a reduction, write-off, write-down or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another Person, as a result of the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Issuer, nor the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Tier 2 Notes, will be or constitute an event of default or a default or breach of, or otherwise constitute non-performance of a contractual obligation under, these Conditions for any purpose or entitle any Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

(e) *Notice*: Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to any Tier 2 Notes, the Issuer shall provide a written notice to the Fiscal Agent as soon as practicable regarding the exercise of such RSA Bail-in Power or

taking of such Resolution Action and give notice of the same to the Noteholders in accordance with Condition 19 (*Notices*). Any delay or failure by the Issuer in delivering any such notice shall not affect the validity and/or enforceability of exercise of any RSA Bail-in Power or the taking of such Resolution Action nor the effects on the Tier 2 Notes described in Condition 5(a) (*Application of the RSA Bail-in Powers*) and/or Condition 5(b) (*Variation of rights*).

(f) *Duties of the Agents:*

(i) Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, the Issuer and each Noteholder hereby agree that (A) the Agents shall not be required to take any directions from the Noteholders, (B) the Agency Agreement shall impose no duties upon the Agents whatsoever with respect to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, and (C) any contractual obligations of the Issuer to indemnify an Agent shall remain in full force and effect.

(ii) Notwithstanding Condition 5(f)(i), if, following the completion of the exercise of any RSA Bail-In Power, or the taking of any Resolution Action, by the Resolution Authority, any Tier 2 Notes remain outstanding (for example, if the exercise of any RSA Bail-In Power results in only a partial write-down of the principal of the Tier 2 Notes), then each Agent's duties under the Agency Agreement shall remain applicable with respect to the Tier 2 Notes following such completion to the extent that the Issuer and each Agent shall agree pursuant to an amendment to the Agency Agreement.

(g) *Waiver and Proration:*

(i) By its acquisition of the Tier 2 Notes, each Noteholder, to the extent permitted by Applicable Law, waives any and all claims against the Agents for, agrees not to initiate a suit or commence proceedings against any Agent in respect of, and agrees that no Agent shall be liable for, any action that such Agent takes, or abstains from taking, in either case in accordance with the application of the RSA Bail-in Powers or Resolution Actions by the Resolution Authority with respect to the Tier 2 Notes.

(ii) If the Resolution Authority exercises the RSA Bail-in Powers, or takes any Resolution Action, with respect to less than the total Amounts Due, unless the Agents are otherwise instructed by the Issuer or the Resolution Authority (and in the event of conflicting instructions, the instructions of the Resolution Authority shall take precedence), any cancellation, write-off or conversion made in respect of the Tier 2 Notes pursuant to the RSA Bail-in Powers or Resolution Action will be made on a *pro-rata* basis.

(h) *Interpretation:* For the purposes of this Condition 5 a reference to:

(i) the "**Tier 2 Notes**" includes any beneficial interest in the Tier 2 Notes; and

(ii) the "**Noteholders**" includes any Person holding a beneficial interest in the Tier 2 Notes.

6. **Fixed Rate Note Provisions**

(a) *Application*: This Condition 6 is applicable to the Tier 2 Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Tier 2 Notes bear interest on their Current Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Tier 2 Note will cease to bear interest from (and including) the due date for final redemption unless, upon due

presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Tier 2 Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Tier 2 Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*: Other than if the Tier 2 Notes are redeemed on any date that is not an Interest Payment Date, the amount of interest payable in respect of each Tier 2 Note on each Interest Payment Date for the Interest Period ending on (but excluding) such date shall be the relevant Fixed Coupon Amount, unless a Broken Amount is specified with respect to a particular Interest Period in the relevant Final Terms, in which case the amount of interest payable in respect of each Tier 2 Note on the Interest Payment Date for such Interest Period ending on (but excluding) such date shall be the relevant Broken Amount. If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will be the final Broken Amount specified in the relevant Final Terms. If the Tier 2 Notes are in more than one Specified Denomination, the amount of interest payable in respect of each Tier 2 Note shall be the relevant Fixed Coupon Amount or Broken Amount, as the case may be, in respect of the relevant Specified Denomination.

(d) *Calculation of interest amount*: The amount of interest payable in respect of each Tier 2 Note for any period for which a Fixed Coupon Amount or a Broken Amount, as the case may be, is not specified or if the Tier 2 Notes are redeemed on any day that is not an Interest Payment Date shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Current Principal Amount of such Tier 2 Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. **Floating Rate Note Provisions**

(a) *Application*: This Condition 7 is applicable to the Tier 2 Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Tier 2 Notes bear interest from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Tier 2 Note will cease to bear interest from (and including) the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Tier 2 Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Tier 2 Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and the Reference Rate is not SONIA, SOFR or Term SOFR, the Rate of Interest applicable to the Tier 2 Notes for each Interest Period

will, subject to Condition 7(n) (*Benchmark Replacement*), be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the offered quotations for the Reference Rate which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, ***provided that*** 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 of such offered quotations;

(iv) if, in the case of Condition 7(c)(i), such rate does not appear on that page or, in the case of Condition 7(c)(ii), fewer than three such offered quotations appear on that page or if, in either case, the Relevant Screen Page is unavailable:

(A) the Issuer (or an agent appointed by the Issuer) will request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Issuer (or an agent appointed by the Issuer) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date; and

(B) the Calculation Agent will determine the arithmetic mean of such quotations; and

(v) if Condition 7(c)(iv) applies and fewer than two such quotations are provided by the Reference Banks as requested, the Calculation Agent will determine the arithmetic mean of the rates per annum (expressed as a percentage) communicated to the Issuer (or an agent appointed by the Issuer) upon request (and notified to the Calculation Agent) by the Issuer (or an agent appointed by the Issuer) by the Reference Banks or any two or

more of them, at which such banks were offered, at approximately the Relevant Time on the Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market of the Relevant Financial Centre,

and the Rate of Interest for such Interest Period shall be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that**, if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Tier 2 Notes during such Interest Period will be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Tier 2 Notes in respect of the immediately preceding Interest Period for which such rate or arithmetic mean was determined (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to such immediately preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period).

(d) *Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR):* Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SONIA or SOFR (but not Term SOFR):

(i) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Period will, subject as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pBD}\,\mathrm{X}\,n_i}{D}\right)-1\right]\mathrm{X}\frac{D}{d}$$

where:

"**Business Day**" or "**BD**", in this Condition 7(d)(i) means: (A) where "SONIA" is specified as the Reference Rate, a London Business Day and (B) where "SOFR" is specified as the Reference Rate, a U.S. Government Securities Business Day;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is, in relation to any Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

"**d_o**" is, in relation to any Interest Accrual Period, the number of Business Days in such Interest Accrual Period;

"**i**" is, in relation to any Interest Accrual Period, a series of whole numbers from one to do, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Interest Accrual Period;

"**Interest Accrual Period**" means in relation to any Interest Period:

(A) where "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, such Interest Period;

(B) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the Observation Period relating to such Interest Period;

"**Lock-out Period**" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**ni**", for any Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**Observation Period**" means, in respect of any Interest Period, the period from and including the date falling "p" Business Days prior to the first day of such Interest Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Tier 2 Notes become due and payable);

"**p**" means, for any Interest Period:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, zero; and

(C) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified five Business Days);

"**r**" means:

(A) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

(B) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

(C) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date); and

(D) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date;

"**Reference Day**" means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, it shall be five);

"$r_{i\text{-}pBD}$" means, in relation to any Interest Accrual Period, the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the relevant Final Terms, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, where "Lock-out" or "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Business Day "i";

"**SOFR**" means, in respect of any Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00 p.m. (New York City Time) (the "**SOFR Determination Time**") on the Business Day immediately following such Business Day; and

"**SONIA**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant

Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day.

(ii) Where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Weighted Average", the Rate of Interest for each Interest Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, where:

"**Business Day**" has the meaning set out in Condition 7(d)(i);

"**Lock-out Period**" has the meaning set out in Condition 7(d)(i);

"**Observation Period**" has the meaning set out in Condition 7(d)(i);

"**Reference Day**" has the meaning set out in Condition 7(d)(i);

"**Relevant Decimal Place**" has the meaning set out in Condition 7(d)(i); and

"**Weighted Average Reference Rate**" means:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(iii) Where "Index Determination" is specified as the Calculation Method in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{D}{d}$$

and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Final Terms;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 7(d)(i)) prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**p**" is the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five);

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, if the SONIA Compounded Index is applicable, it shall be five, and, if the SOFR Compounded Index is applicable, it shall be seven);

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 3.00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**Start**" means, in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 7(d)(i)) prior to the first day of such Interest Period.

Subject to Condition 7(n) (*Benchmark Replacement*), if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if "Index Determination" was not specified as the Calculation Method in the relevant Final Terms and as if "Compounded Daily" was specified instead as the Calculation Method in the relevant Final Terms and where "Observation Shift" was specified as the Observation Method.

(iv) Where "SONIA" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day, SONIA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(A) (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (2) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) subject to Condition 7(n)(*Benchmark Replacement***)**, if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and in each case, "r" shall be interpreted accordingly.

(v) Where "SOFR" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day (as defined in Condition 7(d)(i)), the Reference Rate is not available, subject to Condition 7(n) (*Benchmark Replacement*), such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website (as defined in Condition 7(d)(i) above) and "r" shall be interpreted accordingly.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 7(n) (*Benchmark Replacement*), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Tier 2 Notes for the first Interest Period had the Tier 2 Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period). If the relevant Series of Tier 2 Notes become due and payable in accordance with Condition 10 (*Redemption, Purchase, Substitution and Variation*) or Condition 13 (*Enforcement; No Acceleration*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Tier 2 Notes became due and payable and the Rate of Interest on such Tier 2 Notes shall, for so long as any such Tier 2 Note remains outstanding, be that determined on such date.

(e) *Screen Rate Determination for Floating Rate Notes which reference Term SOFR:* Where Term SOFR is specified as the Reference Rate in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 7(n) (*Benchmark Replacement*), be the rate for Term SOFR for the tenor specified in the relevant Final Terms that is provided by the Term SOFR Administrator and published by distributors of Term SOFR at 6:00 a.m. New York City time (or any amended publication time for Term SOFR, as specified by the Term SOFR Administrator) on the Term SOFR Determination Date for any Interest Period plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

(i) if, in respect of any Interest Period the Reference Rate is not available by either the Term SOFR Determination Date or such other date on which Term SOFR is required then,

subject to Condition 7(n) (*Benchmark Replacement*), such Reference Rate shall be the Interpolated Term SOFR for a period equal in length to that Interest Period; and

(ii) if Condition 7(e)(i) applies but it is not possible to calculate the Interpolated Term SOFR, then the Rate of Interest for that Interest Period will be the last provided Term SOFR provided by the Term SOFR Administrator for the tenor specified in the relevant Final Terms;

(iii) "**Interpolated Term SOFR**" means, in relation to any Tier 2 Note, the rate which results from interpolating on a linear basis between:

(A) either:

(1) the applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Tier 2 Note; or

(2) if no such Term SOFR is available for a period which is less than the Interest Period of that Tier 2 Note, SOFR for the day which is two US Government Securities Business Days before the Term SOFR Determination Date; and

(B) the applicable Term SOFR for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Tier 2 Note.

(f) *ISDA Determination*: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Tier 2 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 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:

(i) the Floating Rate Option is as specified in the relevant Final Terms;

(ii) the Designated Maturity is a period specified in the relevant Final Terms;

(iii) the relevant Reset Date is either (A) if the relevant Floating Rate Option is based on the EURIBOR for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms;

(iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the

Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(v) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the relevant Final Terms:

(A) Compounding with Lookback;

(B) Compounding with Observation Period Shift; or

(C) Compounding with Lockout;

(vi) if the Floating Rate Option is a Compounded Index Floating Rate Option, the Index Method is Compounded Index Method with Observation Period Shift, as specified in the relevant Final Terms.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the relevant Final Terms.

For the purposes of this Condition 7(f), Floating Rate, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout, Compounded Index Floating Rate Option, Index Method and Compounded Index Method with Observation Period Shift have the meanings given to those terms in the ISDA Definitions.

(g) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(h) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Tier 2 Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Current Principal Amount of the relevant Tier 2 Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(i) *Calculation of other amounts*: If the relevant Final Terms specifies that any other amount 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 is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

(j) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents, and each competent authority, stock exchange and/or quotation system (if any) by

which the Tier 2 Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in no event later than (1) the commencement of the relevant Interest Period, if determined prior to such time (in the case of each Rate of Interest, Interest Amount and Interest Payment Date), or (2) in all other cases, the fourth Business Day after such determination. Notice thereof shall also promptly be given to the Noteholders. 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. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Tier 2 Note having the minimum Specified Denomination.

(k) *Notifications etc*.: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties for such purposes.

(l) *Receipt by Calculation Agent of Information:* If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 7, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Interest Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 7, it shall forthwith notify the Issuer and the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(m) *Liability of Calculation Agent:* For the avoidance of doubt, the Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any person for the purposes of providing any determination or calculation hereunder, which subsequently may be found to be incorrect or inaccurate in any way.

(n) *Benchmark Replacement:*

This Condition 7(n) applies to Floating Rate Notes and Reset Notes.

(i) *Tier 2 Notes not linked to SOFR or Term SOFR*:

In addition to and notwithstanding the provisions of this Condition 7 above but subject, in the case of Tier 2 Notes linked to SONIA, to Condition 7(d)(iv)(A) taking precedence, where the relevant Original Reference Rate or the relevant Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Tier 2 Notes is not SOFR or Term SOFR, if the Issuer determines that a Benchmark Event has occurred in relation to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, in either case when any Rate of Interest (or any relevant component part thereof) remains to be determined by reference to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, then the following provisions shall apply (other than to Tier 2 Notes linked to SOFR or Term SOFR):

(A) The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to determine (without any requirement for the consent or approval of the Noteholders) a Successor Rate, or alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments for the purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Tier 2 Notes.

(B) An Independent Adviser appointed pursuant to this Condition 7(n) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer, and (in the absence of bad faith, fraud or negligence) shall have no liability whatsoever to the Paying Agents, the Noteholders or the Issuer for any determination made by it, pursuant to this Condition 7(n).

(C) If (1) the Issuer is unable to appoint an Independent Adviser; or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Rate in accordance with this Condition 7(n) prior to the date which is 5 (five) Business Days prior to the relevant Interest Determination Date or Reset Determination Date (as applicable) relating to the next succeeding Interest Period or Reset Period (as applicable) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Rate.

(D) If a Successor Rate or, failing which, an Alternative Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Rate (as applicable) shall be the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) for each of the future Interest Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(n); ***provided***, ***however***, that if Condition 7(n)(i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Rate prior to the relevant Interest Determination Date or Reset Determination Date (as applicable), the Rate of Interest applicable to the next succeeding Interest Period or Reset Period shall be equal to the Rate of Interest last determined in relation to the Tier 2 Notes in respect of the immediately preceding Interest Period or Reset Period (as applicable). Alternatively, if there has not been a first Interest Payment Date or Reset Date (as applicable), the Rate of Interest shall be the Initial Rate of Interest, subject, where applicable, to substituting the Margin, any Maximum Rate of Interest (if applicable) or any Minimum Rate of Interest (if applicable) that applied to such preceding Interest Period or Reset Period (as applicable) for the Margin, Maximum Rate of Interest or Minimum Rate of Interest that is to be applied to the relevant Interest Period or Reset Period (as applicable). For the avoidance of doubt, this Condition 7(n)(i)(D) shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(n).

(E) If the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be

applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be); and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the relevant Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable), the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

(F) If any Successor Rate, Alternative Rate (if applicable) or Adjustment Spread is determined in accordance with this Condition 7(n) by the Independent Adviser or the Issuer (as applicable), the Independent Adviser or the Issuer (as applicable) may determine (1) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread , including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date, Reset Determination Date, Reset Determination Time and/or the definition of Reference Rate or Mid-Swap Floating Leg Benchmark Rate applicable to the Tier 2 Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative (if applicable) and/or the Adjustment Spread (if applicable), (such amendments, the "**Benchmark Amendments**") and (2) the terms of the Benchmark Amendments, and in such event, the Issuer shall, subject to Condition 7(n)(i)(G) and subject to giving notice thereof in accordance with Condition 7(n)(i)(G), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice. For the avoidance of doubt, the Fiscal Agent shall (without liability to any person), at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required and prepared by or on behalf of the Issuer or the Independent Adviser in order to give effect to the Benchmark Amendments (***provided, however, that*** the Fiscal Agent shall not be obliged to agree to any such Benchmark Amendments if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party). In connection with any such variation in accordance with this Condition 7(n)(i)(F), the Issuer shall comply with the rules of any stock exchange on which the Tier 2 Notes are for the time being listed or admitted to trading.

(G) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(n) will be notified promptly (but in any event no later than the relevant Interest Determination Date or Reset Determination Date (as the case may be)) by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 19 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date(s) of such Successor Rate, Alternative Rate (if

applicable), any Adjustment Spread (if applicable) and/or the Benchmark Amendments, if any. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(1) confirming (aa) that a Benchmark Event has occurred, (bb) the Successor Rate or, as the case may be, the Alternative Rate and, (cc) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(n); and

(2) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Calculation Agent's or the Paying Agent's ability to rely on such certificate) be binding on the Issuer, the Calculation Agent, the Paying Agents and the Noteholders.

(H) Without prejudice to the obligations of the Issuer under this Condition 7(n), the relevant Original Reference Rate and the fallback provisions provided for in Condition 7(c) (*Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*) and (as applicable) the relevant Mid-Swap Floating Leg Benchmark Rate and the fallback provisions provided for in Condition 8(d) (*Fallbacks*) will continue to apply unless and until the Issuer has determined that a Benchmark Event has occurred and only then once the Fiscal Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread (if applicable) and any Benchmark Amendments (if applicable) in accordance with Condition 7(n)(i)(F).

(I) Notwithstanding any other provision of this Condition 7, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to these Conditions be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer (in its sole discretion), the same could reasonably be expected to prejudice the qualification of the Tier 2 Notes as Tier 2 Capital.

(ii) *Tier 2 Notes linked to SOFR*:

In the case of Tier 2 Notes linked to SOFR (but not Term SOFR) and subject (where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms) to the provisions of Condition 7(n)(iii) (*Effect of Benchmark Transition Event*):

(A) if the Issuer (in consultation, to the extent practicable, with the Calculation Agent or an Independent Adviser and acting in good faith and in a commercially reasonable manner) determines that a Benchmark Event and the relevant SOFR Index Cessation Date have both occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to such

Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), the Mid-Swap Floating Leg Benchmark Rate or the Reference Rate (as applicable) shall be the rate that was recommended as the replacement for the SOFR by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the SOFR (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been recommended within one Business Day (as defined in Condition 7(d)(i)) of the SOFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the Overnight Bank Funding Rate (published on the New York Fed's Website at or around 5:00 p.m. (New York time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(B) if the Calculation Agent is required to use the Overnight Bank Funding Rate in Condition 7(n)(ii)(A) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the short-term interest rate target set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range),

and in each case "r" shall be interpreted accordingly.

(iii) *Effect of Benchmark Transition Event*:

In addition to and notwithstanding the provisions of this Condition 7 above, where "SOFR" or "Term SOFR" is specified as the Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Tier 2 Notes and where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms, this Condition 7(n)(iii) shall apply:

(A) Notwithstanding any other provision to the contrary in these Conditions, if the Issuer or, at the Issuer's request, an Independent Adviser, determines on or prior to the Reference Time, that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current SOFR Benchmark, or Term SOFR Benchmark (as applicable) then the provisions set forth in this Condition 7(n)(iii) (the "**Benchmark Transition Provisions**"), will thereafter apply to all terms of the Tier 2 Notes relevant in respect of such SOFR Benchmark or Term SOFR Benchmark (as applicable), including without limitation, the determination of any Rate of Interest. In accordance with the Benchmark Transition Provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred,

any such Rate of Interest in respect of an Interest Period will be determined by reference to the relevant Benchmark Replacement.

(B) If the Issuer or, at the Issuer's request, an Independent Adviser, determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the SOFR Benchmark or Term SOFR Benchmark (as applicable) on any date, the Benchmark Replacement will replace the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for all purposes relating to the Tier 2 Notes in respect of such determination on such date and all determinations on all subsequent dates.

(C) In connection with the implementation of a Benchmark Replacement, the Issuer, or at the Issuer's request, an Independent Adviser, will have the right to make Benchmark Replacement Conforming Changes from time to time.

(D) Subject as provided in the Agency Agreement, the Fiscal Agent shall, at the direction and expense of the Issuer and without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer to effect such Benchmark Replacement Conforming Changes (including, inter alia, by the execution of an agreement supplemental to/amending the Agency Agreement) and the Fiscal Agent shall not be liable to any party for any consequences thereof (provided, however, that the Fiscal Agent shall not be obliged to agree to any such Benchmark Replacement Conforming Changes if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party);

(E) The Issuer shall, prior to the taking effect of any Benchmark Replacement Conforming Changes, give notice thereof to the Calculation Agent, the Fiscal Agent and the Noteholders. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer confirming:

(1) that a Benchmark Transition Event has occurred;

(2) the applicable Benchmark Replacement;

(3) where applicable, any Benchmark Replacement Adjustment; and

(4) the terms of the Benchmark Replacement Conforming Changes. The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Fiscal Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Benchmark Replacement Conforming Changes and where applicable, any such other relevant changes pursuant to this Condition 7(n)(iii) specified in such certificate will (in the absence of manifest error and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents and the Noteholders.

(F) Any determination, decision or election that may be made by the Issuer or an Independent Adviser pursuant to this Condition 7(n)(iii), including any determination with respect to a tenor, rate, adjustment, occurrence or non-occurrence of an event, circumstance or date or any decision to take or refrain from taking any action or any selection:

(1) will be conclusive and binding absent manifest error;

(2) if made by the Issuer, will be made in the Issuer's sole discretion;

(3) if made by an Independent Adviser, will be made after consultation with the Issuer, and the Independent Adviser will not make any such determination, decision or election to which the Issuer reasonably objects; and

(4) notwithstanding anything to the contrary in these Conditions, the Agency Agreement or the Tier 2 Notes, shall become effective without consent from the Noteholders or any other party.

(G) If an Independent Adviser does not make any determination, decision or election that it is required to make pursuant to this Condition 7(n)(iii), then the Issuer will make that determination, decision or election on the same basis as described above.

(H) None of the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agents will have any liability for any determination made by or on behalf of Issuer or the Independent Adviser in connection with a Benchmark Transition Event or a Benchmark Replacement. In no event shall the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agent be responsible for determining if a Benchmark Transition Event has occurred or any substitute for SOFR or Term SOFR (as applicable), or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Fiscal Agent, the Calculation Agent, the Registrar and the Paying Agents will be entitled to conclusively rely on any determinations made by the Issuer or an Independent Adviser, and will have no liability for such actions taken at the direction of the Issuer, or at the Issuer's request, an Independent Adviser.

(I) In the event that the Rate of Interest for the relevant Interest Period or Reset Period, as applicable, cannot be determined in accordance with the foregoing provisions of this Condition 7(n)(iii) by the Issuer or an Independent Adviser, the Rate of Interest for such Interest Period or Reset Period, as applicable, shall be (1) that determined as at the immediately preceding Interest Determination Date or Reset Determination Date, as applicable, (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period or Reset Period, as applicable, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period or Reset Period, as applicable), or (2) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Tier 2 Notes, the initial Rate of Interest which would have been applicable to such Series of

Tier 2 Notes for the first Interest Period had the Tier 2 Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (3) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Tier 2 Notes, the Rate of Interest which applied to the immediately preceding Interest Period, or (4) if there is no such preceding Reset Determination Date, the Initial Rate of Interest.

(iv) *Definitions*: In this Condition 7(n):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate by any Relevant Nominating Body;

(B) in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines, is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable), where such rate has been replaced by such Successor Rate or Alternative Rate (as applicable); or

(C) if no such customary market usage is recognised or acknowledged, the Independent Adviser in its discretion (in consultation with the Issuer) or the Issuer in its discretion (as applicable) determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines has replaced the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period or Reset Period (as applicable), or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines there is no such rate, such other rate as the Independent Adviser in its discretion (in consultation with the Issuer and acting in good faith and a commercially reasonable manner) or the Issuer in its discretion (acting in good faith and a commercially reasonable manner) (as applicable) determines is most comparable to the

relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

"**Benchmark**" means a SOFR Benchmark or a Term SOFR Benchmark (as applicable);

"**Benchmark Amendments**" has the meaning given to it in Condition 7(n)(i)(F);

"**Benchmark Event**" means:

(A) the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that it has ceased, or will by a specified future date cease, publishing such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable)); or

(C) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has been or will, by a specified future date, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) as a consequence of which such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will be prohibited from being used or that its use will, by a specified future date, be subject to restrictions or adverse consequences, either generally, or in respect of the Tier 2 Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) announcing that such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is no longer representative of an underlying market or the methodology to calculate such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has materially changed; or

(F) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, if applicable),

provided that in the case of paragraphs (B) to (E) above, the Benchmark Event shall occur on:

(1) in the case of paragraph (B) above, the date of the cessation of the publication of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

(2) in the case of paragraph (C) above, the date of discontinuation of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable); or

(3) in the case of paragraph (D) above, the date on which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is prohibited from being used or becomes subject to restrictions or adverse consequences; or

(4) in the case of paragraph (E) above, the date with effect from which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market,

and which is specified in the relevant public announcement, in each case, not (in any such case) the date of the relevant public statement (unless the date of the relevant public statement coincides with the relevant date in (1), (2), (3) or (4) above, as applicable);

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser (as applicable) as of the Benchmark Replacement Date:

(A) the sum of: (1) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) and (2) the Benchmark Replacement Adjustment;

(B) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or

(C) the sum of: (1) the alternate rate of interest that has been selected by the Issuer or an Independent Adviser (as applicable) as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) giving due consideration to any industry-accepted rate of interest as a replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for U.S. dollar-denominated floating rate notes at such time and (2) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser as of the Benchmark Replacement Date:

(A) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or an Independent Adviser giving due consideration to any industry-accepted spread adjustments, or method for calculating or determining such spread adjustment, for the replacement of the

then-current SOFR Benchmark or Term SOFR Benchmark, as the case may be, with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or an Independent Adviser decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or an Independent Adviser decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or an Independent Adviser determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or an Independent Adviser determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark, as applicable, (including the daily published component used in the calculation thereof):

(A) in the case of sub-paragraph (A) or (B) of the definition of "Benchmark Transition Event", the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) permanently or indefinitely ceases to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) in the case of sub-paragraph (C) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein,

and, for the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) (including the daily published component used in the calculation thereof):

(A) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), the central bank for the currency of the SOFR Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) or a court or an

entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable), which states that the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) announcing that the SOFR Benchmark or Term SOFR Benchmark (as applicable) is no longer representative;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the relevant Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the relevant Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**New York City Banking Day**" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

"**OBFR Index Cessation Date**" means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(A) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased, or will cease, to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate;

(B) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased, or will cease, to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

(C) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions.

"**Original Reference Rate**" means (A) the specified benchmark or screen rate (as applicable) originally specified in the relevant Final Terms and used to determine the Rate of Interest (or any component part thereof) on the Tier 2 Notes, or (B) any Alternative Rate or Successor Rate (or component part thereof) determined pursuant to the operation of this Condition 7(n);

"**Reference Time**" means the SOFR Reference Time or the Term SOFR Reference Time (as applicable);

"**Relevant Nominating Body**" means, in respect of a benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable):

(A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, (2) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities, (4) the International Swaps and Derivatives Association, Inc. or any part thereof, or (5) the Financial Stability Board or any part thereof;

"**SOFR Benchmark"** means, initially, SOFR ***provided that*** if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current SOFR Benchmark, then "***SOFR Benchmark***" means the applicable Benchmark Replacement;

"**SOFR Determination Date**" means, with respect to any SOFR Reset Date and with respect to (A) the Secured Overnight Financing Rate and (B) the Overnight Bank Funding Rate: (1) in the case of (A), the first Business Day immediately preceding such SOFR Reset Date; and (2) in the case of (B), the first New York City Banking Day immediately preceding such SOFR Reset Date;

"**SOFR Determination Time**" has the meaning given to it in the definition of "SOFR";

"**SOFR Index Cessation Date**" means, in respect of a Benchmark Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

"**SOFR Reference Time**" means, with respect to the determination of the SOFR Benchmark, (A) the SOFR Determination Time, and (B) if the SOFR Benchmark is not SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes;

"**SOFR Reset Date**" means each Business Day during the relevant Interest Period, provided however that if both a Benchmark Event and a SOFR Index Cessation Date have occurred, it shall mean: (A) in respect of the period from, and including, the first day of the Interest Period in which the SOFR Index Cessation Date falls (such Interest Period, the "**Affected Interest Period**") to, but excluding, the SOFR Index Cessation Date (such period, the "**Partial SOFR Period**"), each Business Day during the Partial SOFR Period; (B) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the "**Partial Fallback Period**"), each New York City Banking Day during the Partial Fallback Period; and (C) in respect of each Interest Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Period;

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is a successor to or replacement of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (for the avoidance of doubt, whether or not such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body;

"**Term SOFR Benchmark**" means, initially, Term SOFR ***provided that*** if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Term SOFR Benchmark, then "**Term SOFR Benchmark**" means the applicable Benchmark Replacement;

"**Term SOFR Determination Time**" has the meaning given to it in the definition of "Term SOFR";

"**Term SOFR Reference Time**" means, with respect to the determination of the Term SOFR Benchmark, the Term SOFR Determination Time, and if the Term SOFR Benchmark is not Term SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

8. **Reset Note Provisions**

(a) *Application*: This Condition 8 is applicable to the Tier 2 Notes only if the Reset Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Rates of Interest and Interest Payment Dates*: Each Tier 2 Note which is specified in the relevant Final Terms as being a Reset Note bears interest on its Current Principal Amount:

(i) in respect of the period from (and including) the Interest Commencement Date specified in the relevant Final Terms to (but excluding) the First Reset Date, at the rate per annum equal to the Initial Rate of Interest;

(ii) in respect of the First Reset Period, at the rate per annum equal to the First Reset Rate of Interest; and

(iii) if applicable, in respect of each Subsequent Reset Period, at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). If specified in the relevant Final Terms, Floating Rate Reset Note Provisions shall be applicable from (and including) the Reset Date specified in such Final Terms.

The Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 5 (*Fixed Rate Note Provisions*) and, in respect of any period for which Floating Rate Reset Note Provisions are applicable, Condition 7 (*Floating Rate Note Provisions*).

Each Tier 2 Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Tier 2 Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Tier 2 Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Fallbacks*:

This Condition 8(d) applies in respect of each Interest Period other than any Interest Period in respect of which Floating Rate Reset Note Provisions are applicable.

Where the Sterling Reference Bond Rate or Reference Bond Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the Reset Reference Rate shall be, in the case of the First Reset Rate of Interest, the Initial Reference Rate and, in the case of any Subsequent Reset Rate of Interest, the Reset Reference Rate as at the last preceding Reset Date.

Where the U.S. Treasury Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the U.S. Treasury Rate shall be determined in accordance with the second paragraph in the definition of U.S. Treasury Rate.

Where the Mid-Swap Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (subject to Condition 7(n) (*Benchmark Replacement*)), the Issuer shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Reset Determination Time.

If two or more of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum (converted (if necessary) as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable)) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) shall be the sum (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of such Mid-Market Swap Rate Quotation and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation or if the Calculation Agent does not at any time for any reason determine the Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the Reset Rate of Interest shall be the Initial Rate of Interest.

(e) *Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount*:

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified, *inter alios*, to the Issuer and the Fiscal Agent as soon as possible after their determination but in no event later than the relevant Reset Date. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 19 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment). Any such amendment will be promptly notified by the Calculation Agent to the Issuer and the Fiscal Agent. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 19 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

(f) *Receipt by Calculation Agent of Information*: If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 8, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Reset Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 8 the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(g) *Certificates to be final*: All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8(g) shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the other Paying Agents and all Noteholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions. The Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party for any failure of the Reset Reference Banks to provide quotations as requested of them or as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any Reset Reference Bank or any Person, which subsequently may be found to be incorrect or inaccurate in any way.

(h) *Definitions*: In this Condition 8:

"**First Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**First Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the First Reset Date was an Interest Payment Date;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the Maturity Date;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms, as the sum of (A) the relevant Reset Reference Rate and (B) the First Reset Margin, with such sum converted if necessary in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Tier 2 Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if Floating Rate Reset Note Provisions is specified in the relevant Final Terms, as the sum of (A) the Reset Note Floating Rate and (B) the First Reset Margin;

"**Fixed Leg Swap Payment Frequency**" has the meaning given in the relevant Final Terms;

"**Initial Rate of Interest**" has the meaning specified in the relevant Final Terms;

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Payment Frequency (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"**Mid-Swap Floating Leg Benchmark Rate**" means the reference rates specified as such in the relevant Final Terms;

"**Mid-Swap Floating Leg Maturity**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 8(d) (*Fallbacks*), either:

(iii) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(iv) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page, in either case, as at approximately the Reset Determination Time on such Reset Determination Date, all as determined by the Calculation Agent;

"**Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum equal to the yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent), or the affiliates of such banks, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent), of the bid and offered prices for the Reset Reference Bond (expressed in each case as a percentage of its principal amount) as at the Reset Determination Time on such Reset Determination Date and, if relevant, on a dealing basis for settlement that is customarily used at such time and quoted in writing to the Issuer or (if applicable) the Calculation Agent by such Reference Government Bond Dealer;

"**Reset Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Reset Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Reset Business Centre;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, unless otherwise specified in the relevant Final Terms, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Reset Business Day prior to the first day of each such Subsequent Reset Period;

"**Reset Determination Time**" means in relation to a Reset Determination Date, 11.00 a.m. in the Principal Financial Centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Final Terms;

"**Reset Note Floating Rate**" means the Rate of Interest determined in accordance with the provisions for determining rates of interest in Condition 7 (*Floating Rate Note Provisions*) provided that references to:

(i) Margin shall be deemed to be the First Reset Margin or the Subsequent Reset Margin, as applicable; and

(ii) Interest Commencement Date shall be deemed to be the First Reset Date;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate (in the case of the calculation of the Mid-Swap Rate) as selected by the Issuer on the advice of an investment bank of international repute;

"**Reset Reference Bond**" means for any Reset Period, the bond specified as such in the relevant Final Terms or, if not so specified or to the extent that such Reset Reference Bond specified in the Final Terms is no longer outstanding on the relevant Reset Determination Date, a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer (after consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent, if applicable) as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

"**Reset Reference Bond Price**" means, with respect to any Reset Determination Date:

(i) if at least five such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest (or in the event of equality, one of the highest) and lowest (or in the event of equality, one of the lowest) such Reference Government Bond Dealer Quotations; or

(ii) if fewer than five but more than one such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of all such quotations; or

(iii) if only one Reference Government Bond Dealer Quotation is received, such quotation.

"**Reset Reference Rate**" means one of (i) the Mid-Swap Rate, (ii) the Reference Bond Rate, (iii) the Sterling Reference Bond Rate or (iv) the U.S. Treasury Rate, as specified in the relevant Final Terms;

"**Sterling Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the gross redemption yield in respect of the Reset Reference Bond expressed as a percentage and calculated by the Issuer or (if applicable) the Calculation Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 5, Section One: Price/Yield Formulae "Conventional Gilts (published on 8 June 1998 and updated on 15 January 2002, 16 March 2005 and 18 December 2024, and as further amended, updated, supplemented or replaced from time to time) or, if such basis is no longer in customary market usage at such time, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Issuer following consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer (which, for the avoidance of doubt, could be the Calculation Agent, if applicable), on an annual or semi-annual (as the case may be) compounding basis (rounded up (if necessary) to four decimal places) of the Reset Reference Bond in respect of that Reset Period, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for the Reset Determination Date, in respect of such Reset Period;

"**Second Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the Second Reset Date was an Interest Payment Date;

"**Subsequent Reset Date**" means the date or dates specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the relevant Subsequent Reset Date was an Interest Payment Date;

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**Subsequent Reset Period**" means, if applicable, the period from (and including) the Second Reset Date to (but excluding) the first Subsequent Reset Date (if any), and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (if any) or, if there is no such Subsequent Reset Date, the Maturity Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 8(b) (*Rates of Interest and Interest Payment Dates*) (if applicable), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms as the sum of (A) the relevant Reset Reference Rate and (B) the relevant Subsequent Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Tier 2 Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if Floating Rate Reset Note Provisions is specified in the relevant Final Terms, as the sum of (A) the Reset Note Floating Rate and (B) the Subsequent Reset Margin; and

"**U.S. Treasury Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum calculated by the Calculation Agent equal to: (i) the average of the yields

on actively traded U.S. Treasury securities adjusted to constant maturity, for a maturity comparable with the Reset Period, for the five business days immediately prior to the Reset Determination Date and appearing under the caption "Treasury constant maturities" at the Reset Determination Time on the Reset Determination Date in the applicable most recently published statistical release designated "H.15 Daily Update", or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity, under the caption "Treasury Constant Maturities", for a maturity comparable with the Reset Period; or (ii) if such release (or any successor release) is not published during the week immediately prior to the Reset Determination Date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Reset Reference Bond, calculated using a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date.

If the U.S. Treasury Rate cannot be determined, for whatever reason, as described under (i) or (ii) above, "U.S. Treasury Rate" means the rate in percentage per annum as notified by the Calculation Agent to the Issuer equal to the yield on U.S. Treasury securities having a maturity comparable with the Reset Period as set forth in the most recently published statistical release designated "H.15 Daily Update" under the caption "Treasury constant maturities" (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury constant maturities" for the maturity comparable with the Reset Period) and as at the Reset Determination Time on the last available date preceding the Reset Determination Date on which such rate was set forth in such release (or any successor release).

9. **Loss Absorption Following a Non-Viability Event**

This Condition 9 (other than Condition 9(d) (*Disapplication of Non-Viability Loss Absorption*)) is referred to as the "**Non-Viability Loss Absorption Condition**" in these Conditions.

(a) *Non-Viability Event*:

A "**Non-Viability Event**" shall occur when a "trigger event" specified in writing by the Relevant Regulator in accordance with the Capital Rules has occurred; provided that, as a minimum, the aforesaid "trigger event" shall be the earlier of:

(i) a decision that a write-off, without which the Issuer would become non-viable, is necessary as determined by the Relevant Regulator; or

(ii) 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 Regulator.

Whether a Non-Viability Event has occurred at any time shall be determined by the Relevant Regulator or any agent appointed for such purpose by the Relevant Regulator, and such determination shall be binding on the Noteholders.

Upon the occurrence of a Non-Viability Event, the Issuer will notify Noteholders (a "**Non-Viability Event Notice**") in accordance with Condition 19 (*Notices*) and subsequently Write-off the Tier 2 Notes (or the Relevant Part thereof, as the case may be), in accordance with the Capital Rules and Condition 9(b) (*Write-off of Tier 2 Notes upon a Non-Viability Event*). Any delay in delivery or failure to deliver a Non-Viability Event Notice shall not affect the validity of any Write-off or the timing of any Write-off.

(b) *Write-off of Tier 2 Notes upon a Non-Viability Event*:

(i) Upon the occurrence of a Non-Viability Event, the Issuer will Write-off the Current Principal Amount of the Tier 2 Notes (or the Relevant Part thereof), in accordance with the Capital Rules, by such amount (the "**Written-off Amount**") as the Relevant Regulator shall require; provided that:

(A) a Write-off of the Tier 2 Notes need only occur up until the point where the Issuer is deemed by the Relevant Regulator to be viable again, as specified in writing by the Relevant Regulator; and

(B) the Tier 2 Notes shall be Written-off in whole, or in part, on a pro rata basis with other Loss Absorbing Instruments.

(ii) Any such Write-off shall take place on such date selected by the Issuer in consultation with the Relevant Regulator (the "**Write-off Date**") but no later than the last day of the Write-off Period, unless:

(A) in accordance with the Capital Rules, the Relevant Regulator has agreed with the Issuer in writing that the Current Principal Amount (or the Relevant Part thereof) of the Tier 2 Notes may be Written-off after a longer period, in which case, the Write-off shall take place on such date as agreed with the Relevant Regulator; or

(B) the Relevant Regulator has determined the date on which any such Write-off shall take place, in which the Write-off Date shall be such date.

(iii) A Write-off may occur on more than one occasion following the occurrence of a Non-Viability Event and the Tier 2 Notes may be Written-off on more than one occasion.

(iv) To the extent that the conversion or write-off of any Loss Absorbing Instruments is not effective for any reason:

(A) the ineffectiveness of any such conversion or write-off shall not prejudice the requirement to effect a Write-off of the Tier 2 Notes; and

(B) the conversion or write-off of any Loss Absorbing Instrument which is not effective shall not be taken into account in determining the Written-off Amount of the Tier 2 Notes.

(v) For the avoidance of doubt, following any Write-off of the Tier 2 Notes (or the Relevant Part thereof) the Issuer shall not be obliged to pay compensation in any form to the Noteholders.

(vi) Any Write-off of the Tier 2 Notes (or the Relevant Part thereof) upon the occurrence of a Non-Viability Event will not constitute an event of default or any other breach of the Issuer's obligations, or a failure to perform by the Issuer, under these Conditions and shall not entitle the Noteholders to petition or apply for the liquidation, winding-up or dissolution of the Issuer.

(vii) Once a Write-off of all or the Relevant Part of the Current Principal Amount of the Tier 2 Notes has occurred, no Written-off Amount shall be restored under any circumstances (including, without limitation, where the Non-Viability Event ceases to continue) and the Noteholders will automatically irrevocably lose their rights to receive, and no longer have any rights against the Issuer with respect to, interest accrued on the Tier 2 Notes prior to the Write-off Date and repayment of the Written-off Amount; provided that, if the Tier 2

Notes are Written-off in part, interest will continue to accrue on the Current Principal Amount.

(viii) Upon the occurrence of a Non-Viability Event, the Issuer will provide notice to Noteholders in accordance with Condition 19 (*Notices*) of the occurrence of that Non-Viability Event and of the Issuer's intention to effect a Write-off of any Series of Tier 2 Notes.

(c) *Acknowledgement of contractual bail-in upon the occurrence of a Non-Viability Event or statutory bail-in pursuant to the RSA Bail-in Power in Resolution*: Notwithstanding any other term of the Tier 2 Notes, or any other agreements, arrangements or understanding between any of the parties thereto or between the Issuer and any Noteholder (including each holder of a beneficial interest in the Tier 2 Notes), each Noteholder by its acquisition of the Tier 2 Notes will be deemed to acknowledge, accept, and agree that the Tier 2 Notes may either be bailed-in (i) under the Resolution Framework in accordance with the exercise of the RSA Bail-in Power, or the taking of Resolution Action, by the Resolution Authority upon the occurrence of a Resolution Event in relation to the Issuer, or (ii) pursuant to the operation of this Condition 9 (*Loss Absorption Following a Non-Viability Event*) upon the occurrence of a Non-Viability Event.

(d) *Disapplication of Non-Viability Loss Absorption*:

(i) If a Statutory Loss Absorption Regime is implemented in South Africa and the Tier 2 Notes are subject to such Statutory Loss Absorption Regime upon the occurrence of a Non-Viability Event, then the Issuer, if so specified in the relevant Final Terms, shall have the option at any time by written notice (the "**Amendment Notice**") to the Noteholders in accordance with Condition 19 (*Notices*), to elect that the Non-Viability Loss Absorption Condition shall cease to apply and that the Statutory Loss Absorption Regime will apply to the Tier 2 Notes from the date specified in the Amendment Notice (the "**Amendment Date**"), being a date no earlier than the date on which the Statutory Loss Absorption Regime takes effect (the "**Amendment Option**"). If the Issuer exercises the Amendment Option, the Non-Viability Loss Absorption Condition will cease to apply and the Tier 2 Notes will be subject to such minimum requirements of the Statutory Loss Absorption Regime required to ensure that the Tier 2 Notes continue to qualify as Tier 2 Capital with effect from the Amendment Date. If the Amendment Option is not specified in the relevant Final Terms or if the Amendment Option is specified in the relevant Final Terms but is not exercised by the Issuer, then the Tier 2 Notes will not be subject to the Statutory Loss Absorption Regime and the Non-Viability Loss Absorption Condition will continue to apply to the Tier 2 Notes.

(ii) For the avoidance of doubt, if a Non-Viability Event occurs on or after such date on which the Non-Viability Loss Absorption Condition referred to in this Condition 9 is disapplied, the Relevant Regulator or the Resolution Authority, as the case may be, or the Issuer following instructions from the Relevant Regulator or the Resolution Authority, as the case may be, may take such action in respect of the Tier 2 Notes as is required or permitted by such Statutory Loss Absorption Regime.

10. **Redemption, Purchase, Substitution and Variation**

(a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Tier 2 Notes will be redeemed at their Final Redemption Amount on the Maturity Date (if any), subject as provided in Condition 11 (*Payments*). The Tier 2 Notes will have an original initial maturity of more than 5 (five) years.

(b) *Redemption for tax reasons or Change in Law:* The Tier 2 Notes may be redeemed (subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) at the option of the Issuer in whole, but not in part, if a Tax Event (Gross up) or a Tax Event (Deductibility) occurs and, if specified in the relevant Final Terms, upon the occurrence of a Change in Law:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 19 (*Notices*), at their Early Redemption Amount, together with any accrued and unpaid interest (if any) to (but excluding) such date, **provided, however, that** no such notice of redemption shall be given earlier than:

(A) where the Tier 2 Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts if a payment in respect of the Tier 2 Notes were then due or would be entitled (as such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or

(B) where the Tier 2 Notes may be redeemed only on 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 if a payment in respect of the Tier 2 Notes were then due or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities, as applicable.

Prior to the publication of any notice of redemption pursuant to this Condition 10(b), the Issuer shall deliver to the Fiscal Agent (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 legal advisers of recognised standing to the effect that a Tax Event (Gross up), Tax Event (Deductibility), or if applicable, a Change in Law has occurred. Upon the expiry of any such notice as is referred to in this Condition 10(b), the Issuer shall be bound to redeem the Tier 2 Notes in accordance with this Condition 10(b).

(c) *Redemption at the option of the Issuer:* If the "Call Option" is specified in the relevant Final Terms as being applicable, the Tier 2 Notes may be redeemed (subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount upon the Issuer giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders in accordance with Condition 19 (*Notices*) (which notice

shall be irrevocable, subject to Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*) and, other than in the circumstances set out below, shall oblige the Issuer to redeem the Tier 2 Notes or, as the case may be, the Tier 2 Notes specified in such notice on the relevant Optional Redemption Date at the Optional Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) such date). No Optional Redemption Date shall fall earlier than the date being 5 (five) years and 1 (one) day after the Issue Date.

Any notice of redemption given pursuant to this Condition 10(c) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed.

(d) *Early redemption following the occurrence of a Capital Disqualification Event:* The Issuer may (subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*)) redeem any Tranche of Tier 2 Notes in whole, but not in part:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 19 (*Notices*), at their Early Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) such date, following the occurrence of a Capital Disqualification Event.

Prior to the publication of any notice of redemption pursuant to this Condition 10(d), the Issuer shall deliver to the Fiscal Agent (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 Regulator has confirmed to the Issuer that a Capital Disqualification Event applies to the relevant Tier 2 Notes, an opinion of independent legal advisers of recognised standing to the effect that a Capital Disqualification Event applies. Upon the expiry of any such notice as is referred to in this Condition 10(d), but subject to Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*), the Issuer shall be bound to redeem the Tier 2 Notes in accordance with this Condition 10(d).

(e) *Issuer clean up call option*: If "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, and if, at any time, the outstanding aggregate Current Principal Amount of the Tier 2 Notes is the Clean Up Call Percentage or less of the aggregate principal amount of the Tier 2 Notes originally issued (and for these purposes, any further Tier 2 Notes issued pursuant to Condition 18 (*Further Issues*) and consolidated with the Tier 2 Notes as part of the same Series

shall be deemed to have been originally issued), (subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)), the Issuer may redeem all (but not some only) of the outstanding Tier 2 Notes:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 19 (*Notices*), and, other than in the circumstances set out below, shall oblige the Issuer to redeem all of the outstanding Tier 2 Notes on the date fixed for redemption at their Early Redemption Amount, together with accrued and unpaid interest (if any) to (but excluding) such date.

Any notice of redemption given pursuant to this Condition 10(e) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant redemption date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the date fixed for redemption, or by the date fixed for redemption so delayed.

(f) *No other redemption*: The Issuer shall not be entitled to redeem the Tier 2 Notes otherwise than as provided in Conditions 10(a) (*Scheduled redemption*) to 10(e) (*Issuer clean up call option*).

(g) *Partial redemption*: If the Tier 2 Notes are to be redeemed in part only on any date in accordance with Condition 10(c) (*Redemption at the option of the Issuer*), each Tier 2 Note shall be redeemed in part in the proportion which the aggregate Current Principal Amount of the outstanding Tier 2 Notes to be redeemed on the relevant Optional Redemption Date bears to the aggregate Current Principal Amount of outstanding Tier 2 Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount shall in no event be greater than the maximum or be less than the minimum so specified.

(h) *Purchase*: Subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*), the Issuer or any of its Subsidiaries may at any time purchase Tier 2 Notes in the open market or otherwise and at any price.

(i) *Cancellation*: All Tier 2 Notes so redeemed or purchased by the Issuer or any of its Subsidiaries may, at its option, be cancelled and may, if cancelled, not be reissued or resold.

(j) *Substitution or Variation*: Where "Substitution or Variation" is specified in the relevant Final Terms in respect of Tier 2 Notes as being applicable, and a Tax Event (Gross up), Tax Event (Deductibility) or a Capital Disqualification Event or, if specified in the relevant Final Terms, a Change in Law has occurred and is continuing, then the Issuer may, subject to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*) and/or as directed or

approved by the Relevant Regulator and having given not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 19 (*Notices*), the Fiscal Agent and the Registrar (which notice shall be irrevocable, subject to Condition 10(l) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 10(m) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) but without any requirement for the consent or approval of the Holders, at any time either substitute all (but not some only) of the Tier 2 Notes for, or vary the terms of the Tier 2 Notes so that they remain or, as appropriate, become, Qualifying Tier 2 Securities. Upon the expiry of such notice, the Issuer shall either vary the terms of or substitute the Tier 2 Notes in accordance with this Condition 10(j), as the case may be.

(k) *Conditions to redemption, purchase, modification, substitution or variation:*

(i) Notwithstanding the foregoing provisions of this Condition 10 or Condition 17 (*Meetings of Noteholders; Modification*) and subject to Condition 10(k)(i)(B) below, for so long as the applicable Capital Rules so require, Tier 2 Notes may be redeemed, purchased (in whole or in part), modified, substituted or varied prior to the Maturity Date, only at the option of the Issuer, and only if:

(A) the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has consented in writing to, such redemption, purchase, modification, substitution or variation (as applicable), subject to such conditions (if any) as the Relevant Regulator may deem appropriate (in any case, only if and to the extent such a notification or consent is required by the Capital Rules (including any prescribed notice periods with which the Issuer may need to comply, if any, in such Capital Rules)); and

(B) the redemption, purchase, modification, substitution or variation of the Tier 2 Notes is not prohibited by the Capital Rules.

(ii) Prior to the publication of any notice of redemption, substitution or variation or redemption pursuant to this Condition 10, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised officers stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied and, in the case of a substitution or variation, that the relevant Qualifying Tier 2 Securities have terms not materially less favourable to an investor than the terms of the Tier 2 Notes and will as from the date of such substitution or variation otherwise comply with the requirements of the definition thereof in Condition 2 (*Interpretation*).

(iii) Unless otherwise required by the applicable Capital Rules, this Condition 10(k) does not apply in respect of a redemption of Tier 2 Notes upon a Capital Disqualification Event in accordance with Condition 10(d) (*Early redemption following the occurrence of a Capital Disqualification Event*).

(l) *Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*:

(i) If the Issuer has given a notice of redemption of any Tier 2 Notes pursuant to Condition 10(b) (*Redemption for tax reasons or Change in Law*), Condition 10(c) (*Redemption at the option of the Issuer*), Condition 10(d) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 10(e) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 10(j) (*Substitution or Variation*) and, after giving such notice but prior to the date of such redemption, substitution or variation, as applicable a Non-Viability Event occurs, the relevant notice of redemption, substitution or variation, as applicable shall be automatically rescinded and shall be of no

force and effect, the applicable Tier 2 Notes will not be redeemed, substituted or varied, as applicable on the applicable Early Redemption Date or Optional Redemption Date (as applicable) and, instead, a Write-Off shall occur in respect of the Tier 2 Notes in accordance with Condition 9 (*Loss Absorption Following a Non-Viability Event*).

(ii) Following the occurrence of a Non-Viability Event and until such time as the relevant Write-Off has been effected, the Issuer shall not be entitled to give any notice of redemption pursuant to Condition 10(b) (*Redemption for tax reasons or Change in Law*), Condition 10(c) (*Redemption at the option of the Issuer*), Condition 10(d) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 10(e) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 10(j) (*Substitution or Variation*).

(m) *Rescission of notice of redemption, substitution or variation upon a Resolution Event*:

(i) If the Issuer has given a notice of redemption of any Tier 2 Notes pursuant to Condition 10(b) (*Redemption for tax reasons or Change in Law*), Condition 10(c) (*Redemption at the option of the Issuer*), Condition 10(d) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 10(e) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 10(j) (*Substitution or Variation*) and, after giving such notice but prior to the date of such redemption, substitution or variation, as applicable a Resolution Event occurs in relation to the Issuer, the relevant notice of redemption, substitution or variation, as applicable shall be automatically rescinded and shall be of no force and effect, the applicable Tier 2 Notes will not be redeemed, substituted or varied, as applicable on the applicable Early Redemption Date or Optional Redemption Date (as applicable) or (as applicable) substituted or varied on the applicable date of substitution or variation.

(ii) Following the occurrence of a Resolution Event, the Issuer shall not be entitled to give any notice of redemption pursuant to Condition 10(b) (*Redemption for tax reasons or Change in Law*), Condition 10(c) (*Redemption at the option of the Issuer*), Condition 10(d) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 10(e) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 10(j) (*Substitution or Variation*).

11. **Payments**

(a) *Principal*: Payments of principal shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Tier 2 Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(b) *Interest*: Payments of interest shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Tier 2 Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case

of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(c) *Payments subject to fiscal laws:* All payments in respect of the Tier 2 Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 12 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) *Payments on business days*: Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the Payment Business Day immediately preceding the due date for payment. A Holder of a Tier 2 Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 11(d) arriving after the due date for payment or being lost in the mail.

(e) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Tier 2 Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.

(f) *Record date*: Each payment in respect of a Tier 2 Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Tier 2 Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

(g) *Payment of U.S. dollar Equivalent*: Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Tier 2 Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five nor more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 11(g) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

(h) *Payment of Renminbi:* Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

12. **Taxation**

(a) *Gross up*: All payments of principal and interest in respect of the Tier 2 Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such Taxes is required by law. In that event, the Issuer shall, in respect of payments of interest only and not in respect of payments of principal, pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders of such amounts after such withholding or deduction as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable in respect of any Tier 2 Note:

(i) presented for payment by, or on behalf of, or held by, a Holder which is liable to such Taxes in respect of such Tier 2 Note by reason of its having some connection with South Africa other than the mere holding of such Tier 2 Note; or

(ii) where (in the case of a payment of principal or interest on redemption) the relevant Tier 2 Note or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting or surrendering such Tier 2 Note or Note Certificate on the last day of such period of 30 days; or

(iii) presented for payment by or on behalf of, or held by, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent; or

(iv) 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 Schedule 8 to the Income Tax Act) of any Noteholder; or

(v) if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of disputers or alleged tax defaulters.

(b) *FATCA withholding*: Notwithstanding any other provision in these Conditions, the Issuer, and the Paying Agents, shall be permitted to withhold or deduct any amounts required by the rules of the Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

(c) *Taxing jurisdiction*: If the Issuer becomes subject at any time to any taxing jurisdiction other than South Africa, references in these Conditions to South Africa shall be construed as references to South Africa and/or such other jurisdiction.

13. **Enforcement; No Acceleration**

(a) *No Events of Default*: There are no events of default or early termination events applicable to the Tier 2 Notes, which could lead to an acceleration of the Tier 2 Notes.

(b) *Consequences of non-payment:* Notwithstanding Condition 13(a) (*No Events of Default*), if default is made in the payment of any interest or principal due in respect of the Tier 2 Notes of any Series and such default continues for a period of 30 days from the due date for payment, then, unless there has been an Extraordinary Resolution of the Tier 2 Notes to the contrary, any Holder of the Tier 2 Notes of that Series may, subject to the Tier 2 Capital Rules and section 166D of the Financial Sector Regulation Act, at its discretion and without further notice, institute proceedings for the Winding-Up of the Issuer and/or prove a claim in any Winding-Up of the Issuer, but take no further or other action in respect of such default.

(c) *Consequences of Winding-Up:* Upon the occurrence of a Winding-Up (other than a Winding-Up (i) for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the Group, (ii) in respect of a Solvent Reconstruction, or (iii) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by Extraordinary Resolution of Noteholders before the date of the Winding-Up), any Holder of the Tier 2 Notes of a Series may, unless there has been an Extraordinary Resolution of the Holders of the Tier 2 Notes of that Series to the contrary, by written notice to the Issuer at its registered office, effective upon the date of receipt thereof by the Issuer, declare the Tier 2 Notes of that Series held by such Noteholder to be forthwith due and payable. Upon receipt of that notice, unless there has been an Extraordinary Resolution of the Holders of the Tier 2 Notes to the contrary, such Tier 2 Notes shall, subject to the Tier 2 Capital Rules and Condition 4 (*Status, Ranking and Subordination of Tier 2 Notes; No Set-off or Netting*), become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of payment.

(d) *Enforcement Action*: Without prejudice to Condition 13(a) (*No Events of Default*), Condition 13(b) (*Consequences of non-payment*) and Condition 13(c) (*Consequences of Winding-Up*), if the Issuer breaches any of its obligations under the Tier 2 Notes of that Series (other than any obligation in respect of the payment of principal or interest on such Tier 2 Notes or any damages awarded in respect thereof)), then any Holder of Tier 2 Notes of that Series 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 or satisfy any other payment obligation in relation to such Tier 2 Notes sooner than the same would otherwise have been payable by it or any damages awarded in respect of the Tier 2 Notes.

(e) *Effect of Resolution*:

(i) No provision of these Conditions or the relevant Final Terms or any other agreement, arrangement or understanding relating to the Tier 2 Notes is of any effect to the extent that the provision:

(A) confers a right, or imposes an obligation, on a Person; or

(B) accelerates or varies an obligation of a Person,

upon, or as a result of, the occurrence of a Resolution Event or as a result of any Resolution Action or proposed Resolution Action being taken in relation to the Issuer, whether or not the Person is a party to these Conditions, the relevant Final Terms or such other agreement, arrangement or understanding.

(ii) Neither the placing, nor the proposed placing, of the Issuer in Resolution nor the taking, or the proposed taking, of any Resolution Action in relation to the Issuer following the occurrence of a Resolution Event shall constitute an event of default (howsoever described) or entitle the Noteholders to declare the Tier 2 Notes to be due and payable prior to the Maturity Date.

(iii) This Condition 13(e) does not apply in relation to an obligation to give notice to a Person.

(f) *Notification*: If the Issuer becomes aware of the occurrence of:

(i) a Resolution Event in relation to the Issuer; and/or

(ii) any event or circumstances under Condition 13(b) (*Consequences of non-payment*) or Condition 13(c) (*Consequences of Winding-Up*),

the Issuer shall forthwith notify all the Noteholders in accordance with Condition 19 (*Notices*), within 1 (one) business day after becoming aware that such event or circumstances has occurred, the details of such event or circumstances. In this Condition 13(f), "**business day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Johannesburg, South Africa.

14. **Prescription**

Claims for principal and interest on redemption in respect of Tier 2 Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

15. **Replacement of Note Certificates**

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced by the Registrar, subject to all Applicable Laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Note Certificates must be surrendered before replacements will be issued.

16. **Agents and Registrar**

In acting under the Agency Agreement and in connection with the Tier 2 Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed in the Base Prospectus. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar, fiscal agent or Calculation Agent and additional or successor paying agents and transfer agents; **provided**, **however**, **that**:

(a) the Issuer shall at all times maintain a fiscal agent and a registrar; and

(b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(c) if and for so long as the Tier 2 Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent and/or registrar in any particular place, the Issuer shall maintain a paying agent

and/or a registrar each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or the Registrar or in their Specified Offices shall promptly be given to the Noteholders.

None of the Agents shall have any responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with a Non-Viability Event, the Non-Viability Loss Absorption Condition (or its disapplication) or any consequent Write-off and cancellation of any Tier 2 Notes or any claims in respect thereof, and none of the Agents shall be responsible for any calculation or determination or the verification of any calculation or determination in connection with the foregoing.

17. **Meetings of Noteholders; Modification**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings (including by way of conference call using an audio or video conference platform) of Noteholders to consider matters relating to the Tier 2 Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one tenth of the aggregate Current Principal Amount of the outstanding Tier 2 Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing more than half of the aggregate Current Principal Amount of the outstanding Tier 2 Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the Current Principal Amount of the Tier 2 Notes held or represented; **provided**, **however**, **that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three quarters or, at any adjourned meeting, one-quarter of the aggregate principal amount of the outstanding Tier 2 Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) *Modification*: The Tier 2 Notes, these Conditions and the Deed of Covenant may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, is made to correct a manifest error or is, in its sole opinion, not materially prejudicial to the interests of the Noteholders.

The consent or approval of the Noteholders shall not be required in the case of amendments to the Conditions pursuant to Condition 7(n) (*Benchmark Replacement*) to vary the method basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Tier 2 Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 7(n) (*Benchmark Replacement*), where the Issuer has otherwise complied with the requirements set out in the same Condition.

Any modification of the Tier 2 Notes in accordance with this Condition 17 (*Meetings of Noteholders; Modification*) is subject to the Issuer obtaining the consent of the Relevant Regulator

(if and to the extent that such consent is required by the Capital Rules) pursuant to Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*).

18. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Tier 2 Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Tier 2 Notes.

19. **Notices**

Notices to the Holders of Tier 2 Notes will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In addition, notices to Noteholders will be published on the date of such mailing in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe.

20. **Currency Indemnity**

If any sum due from the Issuer in respect of the Tier 2 Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Tier 2 Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

21. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22. **Governing Law and Jurisdiction**

(a) *Governing law*: The Tier 2 Notes and all non-contractual obligations arising out of or in connection with the Tier 2 Notes are governed by English law, save that the provisions of Conditions 4 (*Status, Ranking and Subordination of the Tier 2 Notes; No Set-off or Netting*), Condition 5 (*Recognition*

of RSA Bail-in Powers), Condition 9 (*Loss Absorption Following a Non-Viability Event*), Condition 10(k) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 13 *(Enforcement; No Acceleration*) (the "**South African Law Provisions**"), and all non-contractual obligations arising out of or in connection with the South African Law Provisions, are governed by, and shall be construed in accordance with, South African law.

(b) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Tier 2 Notes (including any non-contractual obligation arising out of or in connection with the Tier 2 Notes).

(c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(d) *Rights of the Noteholders to take proceedings outside England*: Condition 22(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 22 prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.

(e) *South African Resolution Matters:* None of the provisions of Condition 22(b) (*English courts*), Condition 22(c) (*Appropriate forum*) or Condition 22(d) (*Rights of the Noteholders to take proceedings outside England*) shall apply to:

(i) any exercise or purported exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority; or

(ii) any decision, act or omission of the Resolution Authority in connection with any RSA Bail-in Power or any Resolution Action.

(f) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Standard Advisory London Limited (Attention: Head of Legal) at 20, Gresham Street, London, EC2V 7JE, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this Condition 22(f) shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

TERMS AND CONDITIONS OF THE ADDITIONAL TIER 1 NOTES

*The following is the text of the terms and conditions that, subject to completion and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms or, in the case of Exempt Additional Tier 1 Notes, the relevant Pricing Supplement and except for the paragraphs in italics (which are for information purposes only and do not form part of the Additional Tier 1 Conditions), shall be applicable to each Tranche of Additional Tier 1 Notes (the "**Additional Tier 1 Conditions**"). The full text of the Additional Tier 1 Conditions, as completed by the relevant Final Terms or Pricing Supplement (as applicable), will be endorsed on each Individual Note Certificate relating to Additional Tier 1 Notes issued under the Programme. Certain provisions relating to Additional Tier 1 Notes while in global form, and certain modifications of the Additional Tier 1 Conditions applicable to such Additional Tier 1 Notes while in global form, are described in the section entitled "Summary of Provisions Relating to the Notes while in Global Form" below*

1. **Introduction**

(a) *Programme*: The Standard Bank of South Africa Limited ("**SBSA**") and Standard Bank Group Limited ("**SBG**") have established a Euro Medium Term Note Programme (the "**Programme**") under a Base Prospectus dated 30 September 2026 (the "**Base Prospectus**") for the issuance of up to U.S.$4,000,000,000 in aggregate principal amount of notes (the "**Notes**").

(b) *Issuer*: Reference to the "**Issuer**" in these Conditions is to SBG.

(c) *The Additional Tier 1 Notes*: All references in these Conditions to "**Additional Tier 1 Notes**" are to Notes issued under the Programme which are specified in the relevant Final Terms or Pricing Supplement (each as defined below) as having the status of Additional Tier 1 Notes.

(d) *Final Terms*:

(i) Additional Tier 1 Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Additional Tier 1 Notes. Each Tranche of Additional Tier 1 Notes is the subject of a written final terms (the "**Final Terms**") or, in the case of Exempt Additional Tier 1 Notes only, a pricing supplement (a "**Pricing Supplement**") which completes these terms and conditions (the "**Conditions**").

(ii) In the case of Exempt Additional Tier 1 Notes, any other reference in these Conditions to "Final Terms" shall be deemed to be a reference to the relevant Pricing Supplement.

(iii) The terms and conditions applicable to any particular Tranche of Additional Tier 1 Notes are these Conditions as completed by the relevant Final Terms applicable to such Additional Tier 1 Notes. These Conditions apply only to Additional Tier 1 Notes.

(iv) In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(v) Copies of the relevant Final Terms are available for viewing during normal business hours at, and copies may be obtained during such times from, the registered office of the Issuer and the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

(e) *Deed of Covenant*: The Additional Tier 1 Notes are issued in registered form and are constituted by a deed of covenant in respect of the Issuer dated 30 September 2026 as amended and supplemented from time to time (the "**Deed of Covenant**").

(f) *Agency Agreement*: The Additional Tier 1 Notes are the subject of an amended and restated issue and paying agency agreement dated 30 September 2026 as amended and supplemented from time to time (the "**Agency Agreement**") between the Issuer, SBSA, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Additional Tier 1 Notes), The Bank of New York Mellon, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Additional Tier 1 Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Additional Tier 1 Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to any one of them.

(g) *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. The Noteholders are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out in the Base Prospectus, upon provision of proof of holding and identification satisfactory to the relevant Agent.

2. **Interpretation**

(a) *Definitions*: In these Conditions the following expressions have the following meanings:

"**Additional Amounts**" has the meaning given to it in Condition 13 (*Taxation*);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Conditions**" means in relation to any issue of Additional Tier 1 Notes, the proceeds of which are intended by the Issuer to qualify as Additional Tier 1 Capital, such conditions, in addition to the conditions specified in the Additional Tier 1 Capital Rules, as may be prescribed by the Relevant Regulator for the proceeds of the issue of such Additional Tier 1 Notes to qualify as Additional Tier 1 Capital, pursuant to the approval granted by the Relevant Regulator for the issue of such Additional Tier 1 Notes, as specified in the relevant Final Terms, a supplement to the Base Prospectus or a drawdown prospectus;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

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

"**Additional Tier 1 Capital Rules**" means Regulation 38(11)(b) of the Regulations Relating to Banks and such other provisions of the Capital Rules with which Notes must comply in order for the proceeds of the issue of such Notes to qualify as Additional Tier 1 Capital;

"**Additional Tier 1 Capital Securities**" means any obligations or securities of the Issuer which upon issue qualified (or were intended to qualify) as Additional Tier 1 Capital;

"**Amounts Due**" means the Current Principal Amount of, and any accrued but unpaid interest on, the Additional Tier 1 Notes, and references to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any RSA Bail-in Power by the Resolution Authority;

"**Applicable Laws**" means, in relation to a Person, all and any:

(i) statutes and subordinate legislation and common law;

(ii) regulations;

(iii) ordinances and by-laws;

(iv) directives, codes of practice, circulars, guidance notices, guidance notes, prudential standards, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

(v) other similar provisions,

from time to time, compliance with which is mandatory for that Person, and "**Applicable Law**" shall be construed accordingly;

"**Approved Winding-Up**" means a solvent Winding-Up of the Issuer solely for the purposes of a merger, reconstruction, reorganisation or amalgamation, the terms of which merger, reconstruction, reorganisation or amalgamation:

(i) have previously been approved in writing by an Extraordinary Resolution of the Noteholders; and

(ii) do not provide that the Additional Tier 1 Notes shall thereby become repayable;

"**Assets**" means the consolidated gross assets of the Issuer, as shown in the latest published audited or reviewed balance sheet of the Issuer, but adjusted for subsequent events or contingencies in such manner as the directors of the Issuer or its auditors may determine or, if the Issuer is in liquidation, its liquidator may determine;

"**Banks Act**" means the Banks Act, 1990 of South Africa;

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010;

(ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011; and

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III";

"**Broken Amount**" means the amount specified as such in the relevant Final Terms;

"**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" means that the relevant date shall be postponed to 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, save in respect of Additional Tier 1 Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided**, **however**, **that**:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" means the amount specified as such in the relevant Final Terms;

"**Calculation Method**" has the meaning given in the relevant Final Terms;

"**Capital Disqualification Event**" means an event which will be deemed to have occurred with respect to the Additional Tier 1 Notes of any Series if, as a result of a Regulatory Change, the Additional Tier 1 Notes of that Series are fully, or to the extent permitted by the Capital Rules, partially, excluded from Additional Tier 1 Capital of the Issuer on a solo and/or consolidated basis (save where such non-qualification is only as a result of any applicable limitation on the amount of such capital);

"**Capital Rules**" means at any time, any capital adequacy rules, law, legislation, regulations, requirements, guidelines, guidance notes, directives, prudential standards and policies relating to capital adequacy then in effect in South Africa in relation to "banks" registered under the Banks Act and licensed to conduct "the business of a bank" (as defined in the Banks Act) in South Africa and bank holding companies registered under the Banks Act as "controlling companies" (as defined in the Banks Act) (and where relevant, the rules applicable specifically to the Issuer) as applied by the Relevant Regulator, or, if the Issuer becomes domiciled in a jurisdiction other than South Africa, any capital adequacy rules, law, legislation, regulations, requirements, guidelines, guidance notes, directives, prudential standards and policies relating to capital adequacy then in effect in such other jurisdiction in relation to bank and bank holding companies registered and licensed in such other jurisdiction (and where relevant, the rules applicable specifically to the Issuer) as applied by the Relevant Regulator;

"**Change in Law**" means on, or after the Issue Date of the first Tranche of Additional Tier 1 Notes in any Series of Additional Tier 1 Notes, (a) due to the adoption of or any change in any Applicable Law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Law or regulation (including any action taken by a taxing authority), the Issuer determines in good faith that it will incur a materially increased cost in performing its obligations under such Additional Tier 1 Notes (including, without limitation, due to any tax liability, decrease in tax benefit or other adverse effect on its tax position);

"**Clean Up Call Percentage**" means 25 per cent. or such other percentage as may be specified in the relevant Final Terms;

"**Code**" means the U.S. Internal Revenue Code of 1986;

"**Common Equity Tier 1**" means at any time, the sum, expressed in Rands, of all amounts that constitute Common Equity Tier 1 Capital of the Issuer as at such time, less any deductions from Common Equity Tier 1 Capital required to be made as at such time, in each case as calculated by the Issuer on a consolidated basis in accordance with the then prevailing Capital Rules but without taking into account any transitional, phasing in or similar provisions;

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

"**Common Equity Tier 1 Capital Ratio**" means, with respect to the Issuer, at any time, the ratio of Common Equity Tier 1 of the Issuer as at such time to the Risk Weighted Assets of the Issuer at the same time, expressed as a percentage;

"**Common Equity Tier 1 Capital Securities**" means securities of the Issuer which qualify (or were intended to qualify at issue) as Common Equity Tier 1 Capital;

"**Current Principal Amount**" means:

(i) with respect to the Additional Tier 1 Notes or an Additional Tier 1 Note (as the context requires), the outstanding aggregate principal amount thereof as such amount may be (A) reduced, on one or more occasions, pursuant to a Write-off following the occurrence of a Non-Viability Event, or (B) reduced or otherwise adjusted, on one or more occasions, following any write-down, write-off, conversion, reduction or other adjustment pursuant to the exercise by the Resolution Authority of any RSA Bail-in Power or the taking by the Resolution Authority of any other Resolution Action under the Resolution Framework; or

(ii) with respect to any other Loss Absorbing Instrument, the principal amount thereof (or amount analogous to a principal amount), calculated on an analogous basis to the calculation of the Current Principal Amount of the Additional Tier 1 Notes;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) where the Calculation Period is longer than one Regular Period, the sum of:

(a) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending on a date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**"is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vii) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

(viii) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_2 will be 30;

provided, however, that in each such case the number of days in the Calculation Period is calculated from (and including) the first day of the Calculation Period to (but excluding) the last day of the Calculation Period;

"**Designated Institution**" means a "designated institution" under and as defined in the Financial Sector Regulation Act;

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and in New York City;

"**Determination Date**" means the day which is 2 (two) Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Distributable Items**" means with respect to an Interest Payment Date and subject as otherwise defined in the Capital Rules:

(i) the amount of the profits of the Issuer at the end of its financial year immediately preceding that Interest Payment Date plus any profits brought forward and reserves available for that purpose before discretionary distributions to holders of own funds instruments; less

(ii) any losses brought forward, profits which are non-distributable pursuant to provisions in legislation or the Issuer's memorandum of incorporation and sums placed to non-distributable reserves in accordance with applicable law in South Africa or the Issuer's memorandum of incorporation,

those losses and reserves being determined on the basis of the consolidated accounts of the Issuer;

"**Early Redemption Amount**" means, in respect of any Additional Tier 1 Note, its Current Principal Amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**EURIBOR**" means the Euro wholesale funding rate known as the Euro Interbank Offered Rate administered by the European Money Markets Institute (or any successor administrator of that rate);

"**Exempt Additional Tier 1 Notes**" means Notes for which no prospectus is required to be published under the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook made in accordance with the POATRs;

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Financial Sector Regulation Act**" means the Financial Sector Regulation Act, 2017 of South Africa;

"**Fixed Coupon Amount**" means the amount specified as such in the relevant Final Terms;

"**Fixed Rate Notes**" means the Additional Tier 1 Notes to which the Fixed Rate Note provisions are specified in the relevant Final Terms as being applicable;

"**Flac Instrument**" means a "*flac instrument*" as defined in section 1(1) of the Financial Sector Regulation Act and complying with the Flac Requirements;

"**Flac Requirements**" means the Flac Standard and any other Applicable Law relating to Flac Instruments then in effect in South Africa in relation to Designated Institutions from time to time, in each case as amended, supplemented or replaced from time to time, prescribing the requirements with which the unsecured debt instruments contemplated in the Flac Standard must comply in order for such unsecured debt instruments to qualify and rank as Flac Instruments;

"**Flac Standard**" means South African Prudential Standard RA03 (Flac Instrument Requirements for Designated Institutions) made by the Relevant Regulator under section 105(2)(c), read with section 30(1A) of the Financial Sector Regulation Act, and published on 11 December 2024;

"**Floating Rate Notes**" means Additional Tier 1 Notes to which (i) the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable, or (ii) with effect from the relevant Reset Date specified in the relevant Final Terms, the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"**Group**" means the Issuer and its Subsidiaries;

"**Holder**" of an Additional Tier 1 Note means the Person in whose name such Additional Tier 1 Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholders**" shall be construed accordingly;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Illiquidity**" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Additional Tier 1

Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"**Income Tax Act**" means the Income Tax Act, 1962 of South Africa;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Additional Tier 1 Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case selected and appointed by the Issuer at its own expense;

"**Insolvency Act**" means the Insolvency Act, 1936 of South Africa;

"**Interest Amount**" means, in relation to an Additional Tier 1 Note and an Interest Period, the amount of interest payable in respect of that Additional Tier 1 Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Additional Tier 1 Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Final Terms;

"**Interest Payment Date**" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Additional Tier 1 Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as amended and updated as at the date of issue of the first Tranche of the Additional Tier 1 Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

"**Issue Date**" has the meaning given in the relevant Final Terms;

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

(i) any share capital or any other securities issued by the Issuer the proceeds of which qualify (or were intended to qualify at issue) as Common Equity Tier 1 Capital; and

(ii) any other shares or securities issued by, or any other loans, debt instruments, securities or other instruments or obligations of the Issuer which rank, or are expressed to rank, whether by contract or under Applicable Law (including the Ranking Legislation), junior to the Additional Tier 1 Notes on a Winding-Up;

"**Liabilities**" means the consolidated gross liabilities of the Issuer, as shown in the latest published audited or reviewed balance sheet of the Issuer, but adjusted for subsequent events or contingencies in such manner as the directors of the Issuer or its auditors may determine, or if the Issuer is in liquidation, its liquidator may determine;

"**Loss Absorbing Instruments**" means at any time any Other Additional Tier 1 Security which may have all or some of its principal amount written-off (whether in whole or in part or on a permanent or temporary basis) or converted (whether in whole or in part) (in each case in accordance with its conditions or otherwise) on the occurrence or as a result of a Non-Viability Event;

"**Mandatory Preference Shares**" means any class of preference shares issued by the Issuer:

(i) the terms of which do not allow the board of directors of the Issuer 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 Regulatory Capital of the Issuer;

"**Margin**" has the meaning given in the relevant Final Terms;

"**Market**" means the London Stock Exchange plc's Regulated Market;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" has the meaning given to it in Condition 8(h) (*Definitions*);

"**Mid-Swap Floating Leg Benchmark Rate**" has the meaning given to it in Condition 8(h) (*Definitions*);

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Non-Viability Event**" shall bear the meaning ascribed thereto in Condition 10 (*Loss Absorption Following a Non-Viability Event*);

"**Non-Viability Event Notice**" shall bear the meaning ascribed thereto in Condition 10 (*Loss Absorption Following a Non-Viability Event*);

"**Non-Viability Loss Absorption Condition**" shall bear the meaning ascribed thereto in Condition 10 (*Loss Absorption Following a Non-Viability Event*);

"**Observation Method**" means the method set out in the relevant Final Terms;

"**Official List**" means the official list of the United Kingdom Financial Conduct Authority;

"**Optional Redemption Amount**" means, in respect of any Additional Tier 1 Note, its Current Principal Amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**Optional Redemption Date**" has the meaning given in the relevant Final Terms;

"**Other Additional Tier 1 Securities**" means in relation to the Additional Tier 1 Notes, any loans, debt instruments, securities or other instruments or obligations of the Issuer (other than the Additional Tier 1 Notes):

(i) which upon issue qualified (or were intended to qualify) as Additional Tier 1 Capital; or

(ii) which otherwise rank or are expressed to rank on a Winding-Up of the Issuer *pari passu* with the Additional Tier 1 Notes or with other loans, debt instruments, securities or other instruments or obligations of the Issuer falling within paragraph (i) above;

"**Payment Business Day**" means:

(i) if the currency of payment is euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(ii) if the currency of payment is not euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**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;

"**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency; **provided**, **however**, **that**:

(i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer; and

(ii) in any other case any financial centre that is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer;

"**Qualifying Additional Tier 1 Securities**" means securities issued directly by the Issuer that:

(i) have terms not materially less favourable to an investor than the terms of the Additional Tier 1 Notes being substituted or varied in accordance with Condition 11(k) (*Substitution or Variation*) (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and provided that a certification to such effect of two authorised officers shall have been delivered to the Fiscal Agent prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (A) contain terms which comply with the then current minimum requirements of the Relevant Regulator in relation to Additional Tier 1 Capital, required to ensure that such Qualifying Additional Tier 1 Securities qualify as Additional Tier 1 Capital (B) include terms which provide for the same Interest Rate or rate of return from time to time applying to the Additional Tier 1 Notes, and preserve the Interest Payment Dates; (C) rank *pari passu* with the ranking of the Additional Tier 1 Notes; (D) preserve any existing rights under these Conditions to any accrued interest or other amounts which have not been paid; and (E) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Additional Tier 1 Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption;

(ii) if the Additional Tier 1 Notes are listed on the Official List and admitted to trading on the Market (a) are listed on the Official List and admitted to trading on the Market or (b) listed on such other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer; and

(iii) where the relevant Additional Tier 1 Notes which have been substituted or varied had a published rating solicited by the Issuer from one or more Rating Agencies immediately prior to their substitution or variation, benefit from (or will, as announced, or otherwise confirmed in writing, by each such relevant Rating Agency, benefit from) an equal or higher published rating from each such Rating Agency as that which applied to the relevant Additional Tier 1 Notes (unless any downgrade is solely attributable to the ranking of the securities under sub-paragraph (i)(A) above);

"**Ranking Legislation**" means the Insolvency Act, as read with and amended by section 166W of the Financial Sector Regulation Act, and any other law or regulation from time to time which is applicable to the Issuer and relevant for determining the rights of members and creditors of the Issuer (including the holders of Additional Tier 1 Capital Securities) in respect of the ranking of their respective claims against the Issuer in a Winding-Up;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Additional Tier 1 Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms and includes the Initial Rate of Interest, First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable;

"**Rating Agency**" means Fitch Ratings Limited, Moody's Investors Services Ltd or S&P Global Ratings UK Limited or any of their respective affiliates or successors;

"**Recognised Stock Exchange**" means a stock exchange which is both (i) a recognised stock exchange as defined in Section 1005 of the Income Tax Act 2007, and (ii) a recognised exchange as defined in paragraph 1 of the Eighth Schedule to the Income Tax Act;

"**Redemption Amount**" means, as appropriate, the Early Redemption Amount, the Optional Redemption Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate;

"**Reference Price**" has the meaning given in the relevant Final Terms;

"**Reference Rate**" means EURIBOR, SONIA, SOFR or Term SOFR, in each case for the relevant currency and for the relevant period, as specified in the relevant Final Terms;

"**Register**" means the register maintained by the Registrar in respect of the Additional Tier 1 Notes in accordance with the Agency Agreement;

"**Regular Period**" means:

(i) in the case of Additional Tier 1 Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Additional Tier 1 Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Additional Tier 1 Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Regulations Relating to Banks**" means the Regulations Relating to Banks published under Government Notice R1029 in Government Gazette 35950 of 12 December 2012, issued under section 90 of the Banks Act;

"**Regulatory Capital**" means the proceeds of the issue of shares and/or instruments which proceeds rank (or are deemed under the Capital Rules to rank) on issue for inclusion in the Tier 2 Capital, the Additional Tier 1 Capital, the Common Equity Tier 1 Capital of the Issuer on a solo and/or consolidated basis, in accordance with the Capital Rules;

"**Regulatory Change**" means a change in, or amendment to, the Capital Rules or any change in the application of or official or generally published guidance or interpretation of the Capital Rules, which change or amendment becomes, or would become, effective on or after the Issue Date of the first Tranche of Additional Tier 1 Notes of the relevant Series;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Distributions**" means the sum of:

(i) any payments of interest on the Additional Tier 1 Notes made or scheduled to be made by the Issuer in the then current financial year of the Issuer; and

(ii) any distributions or interest payment made or scheduled to be made by the Issuer on Common Equity Tier 1 Capital Securities or Other Additional Tier 1 Securities in the then current financial year of the Issuer;

"**Relevant Financial Centre**" has the meaning given in the relevant Final Terms;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

"**Relevant Part**" in relation to a Series of Additional Tier 1 Notes, the portion of the aggregate Current Principal Amount of that Series of Additional Tier 1 Notes which the Relevant Regulator requires to be Written-off upon the occurrence of a Non-Viability Event whether expressed as a value, a percentage or otherwise, as determined and notified to the Issuer by the Relevant Regulator;

"**Relevant Regulator**" means the Prudential Authority established under the Financial Sector Regulation Act, and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer and/or SBSA;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, 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 or the Mid-Swap Rate;

"**Relevant Time**" has the meaning given in the relevant Final Terms;

"**Renminbi**" means the lawful currency of the PRC;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Additional Tier 1 Notes, to reduce the amount of principal or interest payable on any date in respect of the Additional Tier 1 Notes, to alter the method of calculating the amount of any payment in respect of the Additional Tier 1 Notes or the date for any such payment, to change the currency of any payment under the Additional Tier 1 Notes, to modify or amend the subordination provisions applicable to the Additional Tier 1 Notes (including the ranking of the claims of the Noteholders relative to the Senior Creditors and the Junior Securities) pursuant to Condition 4(b) (*Subordination*), or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution, provided that none of (A) the Write-off of the Current Principal Amount (or any part thereof) of the Additional Tier 1 Notes

pursuant to Condition 10 (*Loss Absorption following a Non-Viability Event*), nor (B) any non-payment (whether optional or mandatory) of any Interest Amount pursuant to Condition 9 (*Limitations on Payments of Interest*), shall constitute a Reserved Matter;

"**Reset Notes**" means Additional Tier 1 Notes to which the Reset Note Provisions are specified in the relevant Final Terms as being applicable;

"**Resolution**" means "resolution" as defined in section 1(1) of the Financial Sector Regulation Act;

"**Resolution Action**" means, on and after the occurrence of a Resolution Event, any "resolution action" (as defined in section 1(1) of the Financial Sector Regulation Act) taken by the Resolution Authority in terms of the Resolution Framework;

"**Resolution Authority**" means the SARB in accordance with the Financial Sector Regulation Act or any successor or replacement thereto and/or such other authority in South Africa with the ability to exercise the RSA Bail-in Powers and take Resolution Actions;

"**Resolution Event**" means the event that occurs when the Minister of Finance of South Africa makes a written determination, addressed to the Governor of the SARB, placing a Designated Institution in Resolution in terms of section 166J(2) of the Financial Sector Regulation Act;

"**Resolution Framework**" means Chapter 12A of the Financial Sector Regulation Act and any other Applicable Law applicable to the Issuer, SBSA or other members of the Group at the relevant time pursuant to, or which implement, or are enacted within the context of, Chapter 12A of the Financial Sector Regulation Act, establishing a framework for the Resolution of Designated Institutions;

"**Risk Weighted Assets**" means as at any time, the aggregate amount, expressed in Rands, of the consolidated risk weighted assets of the Issuer, as calculated in accordance with the then prevailing Capital Rules;

"**RSA Bail-in Power**" means any write-down, write-off, conversion, transfer, modification, suspension or similar or related power existing from time to time under the Resolution Framework (including, without limitation, under section 166S and section 166T of the Financial Sector Regulation Act) or any other Applicable Law relating to the orderly Resolution of Designated Institutions in effect and applicable in South Africa to the Issuer, SBSA or other members of the Group, pursuant to which any obligation of a Designated Institution can be reduced, written-off, cancelled, modified, transferred and/or converted into shares, other securities or other obligations of the obligor or any other Person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligation may be deemed to have been exercised;

"**SARB**" means the South African Reserve Bank, as referred to in section 223 of the Constitution of the Republic of South Africa, 1996, read with the Reserve Bank Act, 1989 of South Africa, or the relevant replacement or successor regulator;

"**Senior Creditors**" means creditors of the Issuer:

(i) who are unsubordinated creditors of the Issuer; or

(ii) whose claims are, or are expressed to be, subordinated (whether only in the event of a Winding-Up of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer (including, for the avoidance of doubt, the claims of holders of Flac Instruments and the claims of the holders of Tier 2 Capital Securities) (other than those creditors of the Issuer whose claims are (a) claims under, or in respect of, Junior Securities, or (b) claims under, or in respect of, Additional Tier 1 Capital Securities);

"**Solvency Condition**" shall have the meaning given to it in Condition 12(i) (*Solvency Condition*);

"**Solvent Reconstruction**" means an event where an order is made or an effective resolution is passed for the Winding-Up of the Issuer 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 outstanding Additional Tier 1 Notes 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;

"**SOFR**" has the meaning given to it in Condition 7(d) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**SONIA**" has the meaning given to it in Condition 7(d) (*Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR)*);

"**Specified Currency**" has the meaning given in the relevant Final Terms;

"**Specified Denomination(s)**" subject to Applicable Laws has the meaning given in the relevant Final Terms, save that the minimum denomination of (i) any Additional Tier 1 Note offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under Regulation (EU) 2017/1129 will be €100,000 (or, if the Additional Tier 1 Notes are denominated in a currency other than euro, the equivalent amount in such currency as at the Issue Date of such Additional Tier 1 Notes) and (ii) any Additional Tier 1 Note offered to the public in the United Kingdom will be £50,000 (or, if the Additional Tier 1 Notes are denominated in a currency other than Sterling, the equivalent amount in such currency as at the Issue Date of such Additional Tier 1 Notes) unless the Additional Tier 1 Notes otherwise falls within an exception from the prohibition on offers to the public (as set out in Schedule 1 of the POATRs);

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Final Terms;

"**Spot Rate**" means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over the counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**Statutory Loss Absorption Regime**" means any legal, statutory or regulatory regime or requirement implemented in South Africa which provides the Relevant Regulator or the Resolution Authority, as the case may be, with the power to implement principal loss absorption measures in respect of capital instruments (such as Additional Tier 1 Capital and Tier 2 Capital), including, but not limited to, any such regime or requirement which is implemented pursuant to Basel III;

"**Subsidiary**" means an entity of which a Person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in Euro;

"**Tax Event (Deductibility)**" means an event where, as a result of a Tax Law Change, in respect of the Issuer's obligation to make any payment of interest 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 in the opinion of the Issuer, materially reduced, and in each case the Issuer cannot avoid the foregoing in connection with the Additional Tier 1 Notes 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 Event (Gross up)**" means an event where, as a result of a Tax Law Change, the Issuer has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts as provided or referred to in Condition 13 (*Taxation*);

"**Tax Law Change**" means a change or proposed change in, or amendment or proposed amendment to, the tax 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 tax laws or regulations (including a holding by a court of competent jurisdiction) whether or not having retrospective effect, which actual or proposed change or amendment becomes effective on or after the Issue Date of the first Tranche of Additional Tier 1 Notes of the relevant Series;

"**Term SOFR**" means the forward-looking term rate of the Secured Overnight Financing Rate provided by the Term SOFR Administrator (expressed as a percentage rate per annum) for the stated tenor which appears on the Relevant Screen Page at or about 6.00 a.m. New York City time) (the "**Term SOFR Determination Time**") on the Term SOFR Determination Date;

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited as administrator of Term SOFR (or a successor administrator);

"**Term SOFR Determination Date**" means, in respect of an Interest Determination Date or a Reset Determination Date (as applicable), the day that is two U.S. Government Securities Business Days preceding the first day of that Interest Period or Reset Period (as applicable) (or any amended publication day for Term SOFR, as specified by the Term SOFR Administrator), or as otherwise specified in the relevant Final Terms;

"**Tier 2 Capital**" means "*tier 2 capital*" as defined in section 1(1) of the Banks Act;

"**Tier 2 Capital Securities**" means any obligations or securities of the Issuer which upon issue qualified (or were intended to qualify) as Tier 2 Capital;

"**U.S.**" means the United States of America;

"**U.S. dollars**" means United States dollars;

"**U.S. dollar Equivalent**" means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Determination Date;

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities;

"**Winding-Up**" means an order is made (including in terms of section 166H of the Financial Sector Regulation Act) by a court of competent jurisdiction, or an effective resolution is passed, for the winding-up, liquidation, dissolution or similar event of the Issuer (whether voluntary or involuntary);

"**Write-off**" means, in respect of the Additional Tier 1 Notes:

(i) the Additional Tier 1 Notes shall be cancelled (in the case of a Write-off in whole) or written-off in part on a *pro rata* basis (in the case of a Write-off in part), in accordance with the Capital Rules and as, and to the extent, determined by the Relevant Regulator; and

(ii) all rights of any Noteholder for payment of any amounts under or in respect of the Additional Tier 1 Notes shall, as the case may be, be cancelled or written-off *pro rata* among the Noteholders and, in each case, not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Event Notice and even if the Non-Viability Event has ceased,

and the term "**Written-off**" shall be construed accordingly;

"**Write-off Date**" shall have the meaning given to it in Condition 9(b) (*Write-off of Notes upon a Non-Viability Event*);

"**Write-off Period**" means the number of days following the occurrence of a Non-Viability event specified as such in the relevant Final Terms, or if no such number of days is specified in the relevant Final Terms, the Write-off Period shall be 30 days, in each case subject to Conditions 10(b)(ii)(A) and 10(b)(ii)(B); and

"**Written-off Amount**" shall have the meaning given to it in Condition 9(b) (*Write-off of Additional Tier 1 Notes Upon a Non-Viability Event*).

(b) *Interpretation*: In these Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of an Additional Tier 1 Note and any other amount in the nature of principal payable pursuant to these Conditions, in each case as reduced or otherwise adjusted from time to time following any write-down, write-off, conversion, reduction or other adjustment pursuant to the exercise by the Resolution Authority of any RSA Bail-in Power or the taking by the Resolution Authority of any other Resolution Action under the Resolution Framework;

(ii) any reference to interest shall be deemed to include any Additional Amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(iii) references to Additional Tier 1 Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;

(iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**Not Applicable**" then such expression is not applicable to the Additional Tier 1 Notes;

(v) any reference to the Agency Agreement or the Deed of Covenant shall be construed as a reference to the Agency Agreement or the Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Additional Tier 1 Notes; and

(vi) any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

3. **Form, Denomination, Title and Transfer**

(a) *Form:* The Additional Tier 1 Notes are issued in registered form.

(b) *Specified Denomination*: The Additional Tier 1 Notes are in the Specified Denomination(s), which may, subject to Applicable Laws, include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.

(c) *Title*: The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Additional Tier 1 Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(d) *Ownership*: The Holder of any Additional Tier 1 Note shall (except as otherwise required by Applicable Law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No Person shall have any right to enforce any term or condition of any Additional Tier 1 Note under the Contracts (Rights of Third Parties) Act 1999.

(e) *Transfers of Notes*: Subject to Condition 3(h) (*Closed periods*) and (i) (*Regulations concerning transfers and registration*) below, an Additional Tier 1 Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar, together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** an Additional Tier 1 Note may not be transferred unless the principal amount of Additional Tier 1 Notes transferred and (where not all of the Additional Tier 1 Notes held by a Holder are being transferred) the principal amount of the balance of Additional Tier 1 Notes not transferred are Specified Denominations. Where not all the Additional Tier 1 Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Additional Tier 1 Notes will be issued to the transferor.

(f) *Registration and delivery of Note Certificates*: Within five business days of the surrender of a Note Certificate in accordance with Condition 3(e) (*Transfers of Notes*), the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Additional Tier 1 Notes transferred to each relevant Holder at its Specified Office or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this Condition 3(f), "**business day**" means a

day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar has its Specified Office.

(g) *No charge*: The transfer of an Additional Tier 1 Note will be effected without charge by or on behalf of the Issuer or the Registrar but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(h) *Closed periods*: Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Additional Tier 1 Notes.

(i) *Regulations concerning transfers and registration*: All transfers of Additional Tier 1 Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Additional Tier 1 Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status, Ranking and Subordination of the Additional Tier 1 Notes; No Set-off or Netting**

(a) *Status and Ranking of the Additional Tier 1 Notes:*

(i) The Additional Tier 1 Notes on issue constitute Additional Tier 1 Capital of the Issuer under the Capital Rules.

(ii) The Additional Tier 1 Notes will in a Winding-Up of the Issuer rank as Additional Tier 1 Capital in accordance with the Ranking Legislation.

(iii) Without prejudice to Condition 4(a)(ii) but subject to Condition 10 (*Loss Absorption Following a Non-Viability Event*), the Additional Tier 1 Notes constitute direct, unsecured and, in accordance with Condition 4(b) (*Subordination*), subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and (save for the claims of those creditors that have been accorded by law preferential rights):

(A) *pari passu* with Other Additional Tier 1 Securities;

(B) senior and in priority to any Junior Securities; and

(C) junior to the present and/or future claims of Senior Creditors.

(b) *Subordination:* Subject to the Ranking Legislation, the claims of the Noteholders (including the holders of beneficial interests in the Additional Tier 1 Notes) entitled to be paid amounts due in respect of the Additional Tier 1 Notes (including any damages awarded for breach of the Issuer's obligations in respect thereof) are subordinated to the present and/or future claims of Senior Creditors and, accordingly, in the event of a Winding-Up of the Issuer (in each case other than pursuant to a Solvent Reconstruction):

(i) notwithstanding that any Holder of an Additional Tier 1 Note (or any beneficial interest therein) shall have proved a claim for any amount in respect of, or arising under, the Additional Tier 1 Notes in the event of such Winding-Up of the Issuer no such amount shall be paid to that Holder until the claims of Senior Creditors have been fully satisfied; and

(ii) no amount due under the Additional Tier 1 Notes (or any beneficial interest therein) shall be eligible for set-off, netting, counterclaim, abatement or other similar remedy which any Holder of an Additional Tier 1 Note (or any beneficial interest therein) might otherwise

have under the laws of any jurisdiction in respect of, or arising under, the Additional Tier 1 Notes (or any beneficial interest therein) nor shall any amount due under the Additional Tier 1 Notes be payable to any such Holder, until all the claims of all Senior Creditors which are admissible in any such Winding-Up have been paid or discharged in full.

(c) *No Set-off or Netting:* The Additional Tier 1 Notes are not eligible for any set-off or netting by any Noteholder (or holder of a beneficial interest therein), and, subject to Applicable Laws, no Holder of an Additional Tier 1 Note (or any beneficial interest therein) may, directly or indirectly, exercise, claim, apply or plead any right of set-off, netting, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer under or in connection with the Additional Tier 1 Notes and each Holder of an Additional Tier 1 Note (or any beneficial interest therein) shall, by virtue of being the Holder of any such Additional Tier 1 Note (or any beneficial interest therein), be deemed to have waived, and shall be treated for all purposes as if it had waived, any and all such rights to set-off, apply netting or raise any counterclaim and/or to compensation and/or retention, both before and during any Winding-Up, Resolution or administration of the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder of an Additional Tier 1 Note (or any beneficial interest therein) by the Issuer is discharged by set-off, netting, counterclaim, compensation and/or retention (whether by operation of law, contract or otherwise), such Holder shall, unless such payment is prohibited by any Applicable Law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its Winding-Up, Resolution, administration or analogous proceedings, the liquidator, resolution practitioner, administrator or similar officer or insolvency official, as appropriate, of the Issuer for payment to the Senior Creditors in respect of amounts owing to them by the Issuer, and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer or, as the case may be, the liquidator, resolution practitioner, administrator or similar officer or insolvency official, as appropriate, of the Issuer, for payment to the Senior Creditors in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

(d) *Capital Rules and Additional Conditions*: In order for the proceeds of the issuance of any Tranche of Additional Tier 1 Notes to qualify as Additional Tier 1 Capital, the Additional Tier 1 Notes must comply with the applicable Capital Rules (including the Additional Conditions (if any) prescribed by the Relevant Regulator in respect of a particular Tranche of Additional Tier 1 Notes). The Issuer will specify in the relevant Final Terms whether the proceeds of the issue of Additional Tier 1 Notes are intended to qualify as Additional Tier 1 Capital. The Additional Conditions (if any) prescribed by the Relevant Regulator in respect of Additional Tier 1 Notes will be specified in the relevant Final Terms, a supplement to the Base Prospectus or a drawdown prospectus.

5. **Recognition of RSA Bail-in Powers**

(a) *Application of the RSA Bail-in Powers*: Notwithstanding and to the exclusion of any other term of the Additional Tier 1 Notes, or any other agreements, arrangements or understanding between the Issuer and any Noteholder, by its acquisition of the Additional Tier 1 Notes, each Noteholder acknowledges, accepts and agrees that any Amounts Due arising under the Additional Tier 1 Notes may be subject to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by the exercise of any RSA Bail-in Power by the Resolution Authority, or determination under the Resolution Framework, which may include (without limitation) and result in any of the following Resolution Actions, or some combination thereof:

(i) the reduction or write-off of all, or a portion of, the Amounts Due, including on a permanent basis;

(ii) the conversion of all, or a portion, of the Amounts Due into ordinary shares or other securities or other obligations of the Issuer or another Person (and/or the issue to or

conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Additional Tier 1 Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Additional Tier 1 Notes any such shares, other securities or other obligations of the Issuer or another Person;

(iii) the cancellation of the Additional Tier 1 Notes;

(iv) the replacement or substitution of the Issuer;

(v) the transfer of the Additional Tier 1 Notes; and/or

(vi) the amendment of the amount of interest, and Additional Amounts (if any), due or payable on the Additional Tier 1 Notes, or the dates on which interest becomes payable, including by suspending payment for any period contemplated in the RSA Bail-in Powers,

which RSA Bail-in Powers may be exercised by means of amendment, modification or variation of the terms of the Additional Tier 1 Notes to give effect to any exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority. The exercise of the RSA Bail-in Powers, and the taking of any Resolution Action, by the Resolution Authority and the implementation, and the rights of the Noteholders in respect, thereof shall be as prescribed and/or determined by the Resolution Framework.

(b) *Variation of rights*: Each Noteholder, by its acquisition of the Additional Tier 1 Notes, further acknowledges, accepts, consents and agrees that the rights of the Noteholders are subject to, and may, without the consent of the Noteholders be varied, if necessary, to give effect to, the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority.

(c) *Payments of Amounts Due*: No Amounts Due in relation to the Additional Tier 1 Notes will become due and payable or be paid after the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority if and to the extent such amounts have been reduced, written-down, written-off, converted, cancelled, amended or altered as a result of such exercise of any RSA Bail-in Power or the taking of any such Resolution Action, unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the Applicable Laws of South Africa applicable to the Issuer.

(d) *No Event of Default*: None of a reduction, write-off, write-down or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another Person, as a result of the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Issuer, nor the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to the Additional Tier 1 Notes, will be or constitute an event of default or a default, breach of, or otherwise constitute non-performance of a contractual obligation under, these Conditions for any purpose or entitle any Noteholder to any remedies (including equitable remedies) which are hereby expressly waived.

(e) *Notice*: Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority with respect to any Additional Tier 1 Notes, the Issuer shall provide a written notice to the Fiscal Agent as soon as practicable regarding the exercise of such RSA Bail-in Power or taking of such Resolution Action and give notice of the same to the Noteholders in accordance with Condition 20 (*Notices*). Any delay or failure by the Issuer in delivering any such notice shall not affect the validity and/or enforceability of exercise of any RSA Bail-in Power or the taking of such Resolution Action nor the effects on the Additional Tier 1 Notes described in Condition 5(a) (*Application of the RSA Bail-in Powers*) and/or Condition 5(b) (*Variation of rights*).

(f) *Duties of the Agents:*

(i) Upon the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, the Issuer and each Noteholder hereby agree that (A) the Agents

shall not be required to take any directions from the Noteholders, (B) the Agency Agreement shall impose no duties upon the Agents whatsoever with respect to the exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority, and (C) any contractual obligations of the Issuer to indemnify an Agent shall remain in full force and effect.

(ii) Notwithstanding Condition 5(f)(i), if, following the completion of the exercise of any RSA Bail-In Power, or the taking of any Resolution Action, by the Resolution Authority, any Additional Tier 1 Notes remain outstanding (for example, if the exercise of any RSA Bail-In Power results in only a partial write-down of the principal of the Additional Tier 1 Notes), then each Agent's duties under the Agency Agreement shall remain applicable with respect to the Additional Tier 1 Notes following such completion to the extent that the Issuer and each Agent shall agree pursuant to an amendment to the Agency Agreement.

(g) *Waiver and Proration*:

(i) By its acquisition of the Additional Tier 1 Notes, each Noteholder, to the extent permitted by Applicable Law, waives any and all claims against the Agents for, agrees not to initiate a suit or commence proceedings against any Agent in respect of, and agrees that no Agent shall be liable for, any action that such Agent takes, or abstains from taking, in either case in accordance with the application of the RSA Bail-in Powers or Resolution Actions by the Resolution Authority with respect to the Additional Tier 1 Notes.

(ii) If the Resolution Authority exercises the RSA Bail-in Powers, or takes any Resolution Action, with respect to less than the total Amounts Due, unless the Agents are otherwise instructed by the Issuer or the Resolution Authority (and in the event of conflicting instructions, the instructions of the Resolution Authority shall take precedence), any cancellation, write-off or conversion made in respect of the Additional Tier 1 Notes pursuant to the RSA Bail-in Powers or Resolution Action will be made on a *pro-rata* basis.

(h) *Interpretation*: For the purposes of this Condition 5, a reference to:

(i) the "**Additional Tier 1 Notes**" includes any beneficial interest in the Additional Tier 1 Notes; and

(ii) the "**Noteholders**" includes any Person holding a beneficial interest in the Additional Tier 1 Notes.

6. **Fixed Rate Note Provisions**

(a) *Application*: This Condition 6 is applicable to the Additional Tier 1 Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: Subject to Condition 9 (*Limitations on Payments of Interest*), the Additional Tier 1 Notes bear interest on their Current Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 12 (*Payments*). Each Additional Tier 1 Note will cease to bear interest from (and including) any date fixed for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Additional Tier 1 Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Additional Tier 1 Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*: Other than if the Additional Tier 1 Notes are redeemed on any date that is not an Interest Payment Date, the amount of interest payable in respect of each Additional Tier 1 Note on each Interest Payment Date for the Interest Period ending on (but excluding) such date shall be the relevant Fixed Coupon Amount, unless a Broken Amount is specified with respect to a particular Interest Period in the relevant Final Terms, in which case the amount of interest payable in respect of each Additional Tier 1 Note on the Interest Payment Date for such Interest Period ending on (but excluding) such date shall be the relevant Broken Amount. If the Additional Tier 1 Notes are in more than one Specified Denomination, the amount of interest payable in respect of each Additional Tier 1 Note shall be the relevant Fixed Coupon Amount or Broken Amount, as the case may be, in respect of the relevant Specified Denomination.

(d) *Calculation of interest amount*: The amount of interest payable in respect of each Additional Tier 1 Note for any period for which a Fixed Coupon Amount or a Broken Amount, as the case may be, is not specified or if the Additional Tier 1 Notes are redeemed on any day that is not an Interest Payment Date shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Current Principal Amount of such Additional Tier 1 Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. **Floating Rate Note Provisions**

(a) *Application*: This Condition 7 is applicable to the Additional Tier 1 Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: Subject to Condition 9 (*Limitations on Payments of Interest*), the Additional Tier 1 Notes bear interest on their Current Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 12 (*Payments*). Each Additional Tier 1 Note will cease to bear interest from (and including) any date fixed for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Additional Tier 1 Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is 7 (seven) days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Additional Tier 1 Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined and the Reference Rate is not SONIA, SOFR or Term SOFR, the Rate of Interest applicable to the Additional Tier 1 Notes for each Interest Period will, subject to Condition 7(n) (*Benchmark Replacement*), be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which

appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the offered quotations for the Reference Rate which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, ***provided that*** 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 of such offered quotations;

(iv) if, in the case of Condition 7(c)(i), such rate does not appear on that page or, in the case of Condition 7(c)(ii), fewer than three such offered quotations appear on that page or if, in either case, the Relevant Screen Page is unavailable:

(A) the Issuer (or an agent appointed by the Issuer) will request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Issuer (or an agent appointed by the Issuer) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date; and

(B) the Calculation Agent will determine the arithmetic mean of such quotations; and

(v) if Condition 7(c)(iv) applies and fewer than two such quotations are provided by the Reference Banks as requested, the Calculation Agent will determine the arithmetic mean of the rates per annum (expressed as a percentage) communicated to the Issuer (or an agent appointed by the Issuer) upon request (and notified to the Calculation Agent) by the Issuer (or an agent appointed by the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Relevant Time on the Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market of the Relevant Financial Centre,

and the Rate of Interest for such Interest Period shall be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that**, if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Additional Tier 1 Notes during such Interest Period will be the rate per annum which is the sum of the Margin and the rate or (as the case may be) the arithmetic mean last

determined in relation to the Additional Tier 1 Notes in respect of the immediately preceding Interest Period for which such rate or arithmetic mean was determined (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to such immediately preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that immediately preceding Interest Period).

(d) *Screen Rate Determination for Floating Rate Notes which reference SONIA or SOFR (excluding Term SOFR):* Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SONIA or SOFR (but not Term SOFR):

(i) where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Period will, subject as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pBD}\,\mathrm{X}\,n_i}{D}\right)-1\right]\mathrm{X}\frac{D}{d}$$

where:

"**Business Day**" or "**BD**", in this Condition 7(d)(i) means: (A) where "SONIA" is specified as the Reference Rate, a London Business Day and (B) where "SOFR" is specified as the Reference Rate, a U.S. Government Securities Business Day;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is, in relation to any Interest Accrual Period, the number of calendar days in such Interest Accrual Period;

"**d_o**" is, in relation to any Interest Accrual Period, the number of Business Days in such Interest Accrual Period;

"**i**" is, in relation to any Interest Accrual Period, a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Interest Accrual Period;

"**Interest Accrual Period**" means in relation to any Interest Period:

(A) where "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, such Interest Period;

(B) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the Observation Period relating to such Interest Period;

"**Lock-out Period**" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**ni**", for any Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from and including such Business Day "i" up to but excluding the following Business Day;

"**Observation Period**" means, in respect of any Interest Period, the period from and including the date falling "p" Business Days prior to the first day of such Interest Period and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Additional Tier 1 Notes become due and payable);

"**p**" means, for any Interest Period:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, zero; and

(C) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified 5 (five) Business Days);

"**r**" means:

(A) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

(B) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lag" or "Observation Shift" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

(C) where in the relevant Final Terms "SONIA" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date); and

(D) where in the relevant Final Terms "SOFR" is specified as the Reference Rate and "Lock-out" is specified as the Observation Method:

(1) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

(2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date;

"**Reference Day**" means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, it shall be five);

"$\mathbf{r_{i\text{-}pBD}}$" means, in relation to any Interest Accrual Period, the applicable Reference Rate as set out in the definition of "r" above for, where "Lag" is specified as the Observation Method in the relevant Final Terms, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p" Business Days prior to the relevant Business Day "i" or, where "Lock-out" or "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Business Day "i";

"**SOFR**" means, in respect of any Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case on or about 5:00 p.m. (New York City Time) (the "**SOFR Determination Time**") on the Business Day immediately following such Business Day; and

"**SONIA**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day.

(ii) Where the Calculation Method in respect of the relevant Series of Floating Rate Notes is specified in the relevant Final Terms as being "Weighted Average", the Rate of Interest for each Interest Period will, subject to as provided below, be the Weighted Average Reference Rate (as defined below) plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, where:

"**Business Day**" has the meaning set out in Condition 7(d)(i);

"**Lock-out Period**" has the meaning set out in Condition 7(d)(i);

"**Observation Period**" has the meaning set out in Condition 7(d)(i);

"**Reference Day**" has the meaning set out in Condition 7(d)(i);

"**Relevant Decimal Place**" has the meaning set out in Condition 7(d)(i); and

"**Weighted Average Reference Rate**" means:

(A) where "Lag" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

(B) where "Lock-out" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, provided however that for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(iii) Where "Index Determination" is specified as the Calculation Method in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) X \frac{D}{d}$$

and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place, plus or minus (as indicated in the relevant Final Terms) the Margin and will be calculated by the Calculation Agent on the relevant Interest Determination Date where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Final Terms;

"**D**" is the number specified in the relevant Final Terms;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**End**" means in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 7(d)(i)) prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**p**" is the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five);

"**Relevant Decimal Place**" shall be the number of decimal places specified in the relevant Final Terms and will be rounded up or down, if necessary (with half of the highest decimal place being rounded upwards) (or, if no such number is specified, if the SONIA Compounded Index is applicable, it shall be five, and, if the SOFR Compounded Index is applicable, it shall be seven);

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 3.00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**Start**" means, in relation to any Interest Period, the relevant Compounded Index value on the day falling "p" Business Days (as defined in Condition 7(d)(i)) prior to the first day of such Interest Period.

Subject to Condition 7(n) (*Benchmark Replacement*), if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the Calculation Agent shall calculate the rate of interest for that Interest Period as if "Index Determination" was not specified as the Calculation Method in the relevant Final Terms and as if "Compounded Daily" was specified instead as the Calculation Method in the relevant Final Terms and where "Observation Shift" was specified as the Observation Method.

(iv) Where "SONIA" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day, SONIA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such Reference Rate shall be:

(A) (1) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (2) the mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or

(B) subject to Condition 7(n) (*Benchmark Replacement*), if such Bank Rate is not available, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and in each case, "r" shall be interpreted accordingly.

(v) Where "SOFR" is specified as the Reference Rate in the relevant Final Terms, if, in respect of any Business Day (as defined in Condition 7(d)(i)), the Reference Rate is not available, subject to Condition 7(n) (*Benchmark Replacement*), such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the New York Fed's Website (as defined in Condition 7(d)(i)) and "r" shall be interpreted accordingly.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 7(n) (*Benchmark Replacement*), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Additional Tier 1 Notes for the first Interest Period had the Additional Tier 1 Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period). If the relevant Series of Additional Tier 1 Notes become due and payable in accordance with Condition 11 (*Redemption, Purchase, Substitution and Variation*) or Condition 14 (*Enforcement; No Acceleration*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Additional Tier 1 Notes became due and payable and the Rate of Interest on such Additional Tier 1 Notes shall, for so long as any such Additional Tier 1 Note remains outstanding, be that determined on such date.

(e) *Screen Rate Determination for Floating Rate Notes which reference Term SOFR:* Where Term SOFR is specified as the Reference Rate in the relevant Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 7(n) (*Benchmark Replacement*), be the rate for Term SOFR for the tenor specified in the relevant Final Terms that is provided by the Term SOFR Administrator and published by distributors of Term SOFR at 6:00 a.m. New York City time (or any amended publication time for Term SOFR, as specified by the Term SOFR Administrator) on the Term SOFR Determination Date for any Interest Period plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent, where:

(i) if, in respect of any Interest Period, the Reference Rate is not available by either the Term SOFR Determination Date or such other date on which Term SOFR is required then, subject to Condition 7(n) (*Benchmark Replacement*), such Reference Rate shall be the Interpolated Term SOFR for a period equal in length to that Interest Period; and

(ii) if Condition 7(d)(i) applies but it is not possible to calculate the Interpolated Term SOFR, then the Rate of Interest for that Interest Period will be the last provided Term SOFR provided by the Term SOFR Administrator for the tenor specified in the relevant Final Terms;

(iii) "**Interpolated Term SOFR**" means, in relation to any Additional Tier 1 Note, the rate which results from interpolating on a linear basis between:

(A) either:

(1) the applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Additional Tier 1 Note; or

(2) if no such Term SOFR is available for a period which is less than the Interest Period of that Additional Tier 1 Note, SOFR for the day which is two US Government Securities Business Days before the Term SOFR Determination Date; and

(B) the applicable Term SOFR for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Additional Tier 1 Note.

(f) *ISDA Determination*: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Additional Tier 1 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 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:

(i) the Floating Rate Option is as specified in the relevant Final Terms;

(ii) the Designated Maturity is a period specified in the relevant Final Terms;

(iii) the relevant Reset Date is either (A) if the relevant Floating Rate Option is based on the EURIBOR for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms;

(iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate;

(v) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the relevant Final Terms:

(A) Compounding with Lookback;

(B) Compounding with Observation Period Shift; or

(C) Compounding with Lockout;

(vi) if the Floating Rate Option is a Compounded Index Floating Rate Option, the Index Method is Compounded Index Method with Observation Period Shift, as specified in the relevant Final Terms.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the relevant Final Terms.

For the purposes of this Condition7(e), Floating Rate, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout, Compounded Index Floating Rate Option, Index Method and Compounded Index Method with Observation Period Shift have the meanings given to those terms in the ISDA Definitions.

(g) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(h) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Additional Tier 1 Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Current Principal Amount of the relevant Additional Tier 1 Note divided by the Calculation Amount. For this purpose, a "**sub unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(i) *Calculation of other amounts*: If the relevant Final Terms specifies that any other amount 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 is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

(j) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents, and each competent authority, stock exchange and/or quotation system (if any) by which the Additional Tier 1 Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in no event later than (1) the commencement of the relevant Interest Period, if determined prior to such time (in the case of each Rate of Interest, Interest Amount and Interest Payment Date), or (2) in all other cases, the fourth Business Day after such determination. Notice thereof shall also promptly be given to the Noteholders. 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. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation

Amount and the Interest Amount in respect of an Additional Tier 1 Note having the minimum Specified Denomination.

(k) *Notifications etc*.: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties for such purposes.

(l) *Receipt by Calculation Agent of Information:* If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 7, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Interest Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 7, it shall forthwith notify the Issuer and the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(m) *Liability of Calculation Agent:* For the avoidance of doubt, the Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any person for the purposes of providing any determination or calculation hereunder, which subsequently may be found to be incorrect or inaccurate in any way.

(n) *Benchmark Replacement*:

This Condition 7(n) applies to Floating Rate Notes and Reset Notes.

(i) *Additional Tier 1 Notes not linked to SOFR or Term SOFR*:

In addition to and notwithstanding the provisions of this Condition 7 above but subject, in the case of Additional Tier 1 Notes linked to SONIA, to Condition 7(d)(iv)(A) taking precedence, where the relevant Original Reference Rate or the relevant Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Additional Tier 1 Notes is not SOFR or Term SOFR, if the Issuer determines that a Benchmark Event has occurred in relation to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, in either case when any Rate of Interest (or any relevant component part thereof) remains to be determined by reference to such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, then the following provisions shall apply (other than to Additional Tier 1 Notes linked to SOFR or Term SOFR):

(A) The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to determine (without any requirement for the consent or approval of the Noteholders) a Successor Rate, or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Additional Tier 1 Notes.

(B) An Independent Adviser appointed pursuant to this Condition 7(n) shall act in good faith and in a commercially reasonable manner as an expert and in

consultation with the Issuer, and (in the absence of bad faith, fraud or negligence) shall have no liability whatsoever to the Paying Agents, the Noteholders or the Issuer for any determination made by it, pursuant to this Condition 7(n).

(C) If (1) the Issuer is unable to appoint an Independent Adviser; or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Rate in accordance with this Condition 7(n) prior to the date which is 5 (five) Business Days prior to the relevant Interest Determination Date or Reset Determination Date (as applicable) relating to the next succeeding Interest Period or Reset Period (as applicable), the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Rate.

(D) If a Successor Rate or, failing which, an Alternative Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Rate (as applicable) shall be the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) for each of the future Interest Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(n); ***provided***, ***however***, that if Condition 7(n)(i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Rate prior to the relevant Interest Determination Date or Reset Determination Date (as applicable), the Rate of Interest applicable to the next succeeding Interest Period or Reset Period shall be equal to the Rate of Interest last determined in relation to the Additional Tier 1 Notes in respect of the immediately preceding Interest Period or Reset Period (as applicable). Alternatively, if there has not been a first Interest Payment Date or Reset Date (as applicable), the Rate of Interest shall be the Initial Rate of Interest, subject, where applicable, to substituting the Margin, any Maximum Rate of Interest (if applicable) or any Minimum Rate of Interest (if applicable) that applied to such preceding Interest Period or Reset Period (as applicable) for the Margin, Maximum Rate of Interest or Minimum Rate of Interest that is to be applied to the relevant Interest Period or Reset Period (as applicable). For the avoidance of doubt, this Condition 7(n)(i)(D)shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 7(n).

(E) If the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be); and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the relevant Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable), the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

(F) If any Successor Rate, Alternative Rate (if applicable) or Adjustment Spread is determined in accordance with this Condition 7(n) by the Independent Adviser or the Issuer (as applicable), the Independent Adviser or the Issuer (as applicable) may determine (1) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date, Reset Determination Date, Reset Determination Time and/or the definition of Reference Rate or Mid-Swap Floating Leg Benchmark Rate applicable to the Additional Tier 1 Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative (if applicable) and/or the Adjustment Spread (if applicable), (such amendments, the "**Benchmark Amendments**") and (2) the terms of the Benchmark Amendments, and in such event, the Issuer shall, subject Condition 7(n)(i)(G) and subject to giving notice thereof in accordance with Condition 7(n)(i)(G), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice. For the avoidance of doubt, the Fiscal Agent shall (without liability to any person), at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required and prepared by or on behalf of the Issuer or the Independent Adviser in order to give effect to the Benchmark Amendments (***provided, however, that*** the Fiscal Agent shall not be obliged to agree to any such Benchmark Amendments if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party). In connection with any such variation in accordance with this Condition 7(n)(i)(F), the Issuer shall comply with the rules of any stock exchange on which the Additional Tier 1 Notes are for the time being listed or admitted to trading.

(G) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(n) will be notified promptly (but in any event no later than the relevant Interest Determination Date or Reset Determination Date (as the case may be)) by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 20 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date(s) of such Successor Rate, Alternative Rate (if applicable), any Adjustment Spread (if applicable) and/or the Benchmark Amendments, if any. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

(1) confirming (aa) that a Benchmark Event has occurred, (bb) the Successor Rate or, as the case may be, the Alternative Rate and, (cc) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(n); and

(2) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Calculation Agent's or the Paying Agent's ability to rely on such certificate) be binding on the Issuer, the Calculation Agent, the Paying Agents and the Noteholders.

(H) Without prejudice to the obligations of the Issuer under this Condition 7(n), the relevant Original Reference Rate and the fallback provisions provided for in Condition 7(c) (*Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR or Term SOFR)*) and (as applicable) the relevant Mid-Swap Floating Leg Benchmark Rate and the fallback provisions provided for in Condition 8(d) (*Fallbacks*) will continue to apply unless and until the Issuer has determined that a Benchmark Event has occurred and only then once the Fiscal Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread (if applicable) and any Benchmark Amendments (if applicable) in accordance with Condition 7(n)(i)(F).

(I) Notwithstanding any other provision of this Condition 7, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to these Conditions be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer (in its sole discretion), the same could reasonably be expected to prejudice the qualification of the Additional Tier 1 Notes as Additional Tier 1 Capital.

(ii) *Additional Tier 1 Notes linked to SOFR*: In the case of Additional Tier 1 Notes linked to SOFR (but not Term SOFR) and subject (where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms) to the provisions of Condition 7(n)(iii) (*Effect of Benchmark Transition Event*):

(A) if the Issuer (in consultation, to the extent practicable, with the Calculation Agent or an Independent Adviser and acting in good faith and in a commercially reasonable manner) determines that a Benchmark Event and the relevant SOFR Index Cessation Date have both occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), the Mid-Swap Floating Leg Benchmark Rate or the Reference Rate (as applicable) shall be the rate that was recommended as the replacement for the SOFR by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the SOFR (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been recommended within one Business Day (as defined in Condition 7(d)(i)) of the SOFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the Overnight Bank Funding Rate (published on the New York Fed's Website at or around 5:00 p.m. (New York time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for

any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(B) if the Calculation Agent is required to use the Overnight Bank Funding Rate in Condition 7(n)(ii)(A) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be the short-term interest rate target set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the New York Fed's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range),

and in each case "r" shall be interpreted accordingly.

(iii) *Effect of Benchmark Transition Event*

In addition to and notwithstanding the provisions of this Condition 7 above, where "SOFR" or "Term SOFR" is specified as the Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Additional Tier 1 Notes and where "ARRC Fallbacks" are specified as applicable in the relevant Final Terms, this Condition 7(n)(iii) shall apply:

(A) Notwithstanding any other provision to the contrary in these Conditions, if the Issuer or, at the Issuer's request, an Independent Adviser, determines on or prior to the Reference Time, that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current SOFR Benchmark, or Term SOFR Benchmark (as applicable) then the provisions set forth in this Condition 7(n)(iii) (the "**Benchmark Transition Provisions**"), will thereafter apply to all terms of the Additional Tier 1 Notes relevant in respect of such SOFR Benchmark or Term SOFR Benchmark (as applicable), including without limitation, the determination of any Rate of Interest. In accordance with the Benchmark Transition Provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any such Rate of Interest in respect of an Interest Period will be determined by reference to the relevant Benchmark Replacement.

(B) If the Issuer or, at the Issuer's request, an Independent Adviser, determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the SOFR Benchmark or Term SOFR Benchmark (as applicable) on any date, the Benchmark Replacement will replace the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for all purposes relating to the Additional Tier 1 Notes in respect of such determination on such date and all determinations on all subsequent dates.

(C) In connection with the implementation of a Benchmark Replacement, the Issuer, or at the Issuer's request, an Independent Adviser, will have the right to make Benchmark Replacement Conforming Changes from time to time.

(D) Subject as provided in the Agency Agreement, the Fiscal Agent shall, at the direction and expense of the Issuer and without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer to effect such Benchmark Replacement Conforming Changes (including, inter alia, by the execution of an agreement supplemental to/amending the Agency Agreement) and the Fiscal Agent shall not be liable to any party for any consequences thereof (provided, however, that the Fiscal Agent shall not be obliged to agree to any such Benchmark Replacement Conforming Changes if the same would, in the sole opinion of the Fiscal Agent, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce, or amend its rights and/or the protective provisions afforded to it in any document to which it is a party).

(E) The Issuer shall, prior to the taking effect of any Benchmark Replacement Conforming Changes, give notice thereof to the Calculation Agent, the Fiscal Agent and the Noteholders. No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer confirming:

(1) that a Benchmark Transition Event has occurred;

(2) the applicable Benchmark Replacement;

(3) where applicable, any Benchmark Replacement Adjustment; and

(4) the terms of the Benchmark Replacement Conforming Changes. The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Fiscal Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Benchmark Replacement Conforming Changes and where applicable, any such other relevant changes pursuant to this Condition 7(n)(iii) specified in such certificate will (in the absence of manifest error and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents and the Noteholders.

(F) Any determination, decision or election that may be made by the Issuer or an Independent Adviser pursuant to this Condition 7(n)(iii), including any determination with respect to a tenor, rate, adjustment, occurrence or non-occurrence of an event, circumstance or date or any decision to take or refrain from taking any action or any selection:

(1) will be conclusive and binding absent manifest error;

(2) if made by the Issuer, will be made in the Issuer's sole discretion;

(3) if made by an Independent Adviser, will be made after consultation with the Issuer, and the Independent Adviser will not make any such determination, decision or election to which the Issuer reasonably objects; and

(4) notwithstanding anything to the contrary in these Conditions, the Agency Agreement or the Additional Tier 1 Notes, shall become effective without consent from the Noteholders or any other party.

(G) If an Independent Adviser does not make any determination, decision or election that it is required to make pursuant to this Condition 7(n)(iii), then the Issuer will make that determination, decision or election on the same basis as described above.

(H) None of the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agents will have any liability for any determination made by or on behalf of Issuer or the Independent Adviser in connection with a Benchmark Transition Event or a Benchmark Replacement. In no event shall the Fiscal Agent, the Calculation Agent, the Registrar or the Paying Agent be responsible for determining if a Benchmark Transition Event has occurred or any substitute for SOFR or Term SOFR (as applicable), or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Fiscal Agent, the Calculation Agent, the Registrar and the Paying Agents will be entitled to conclusively rely on any determinations made by the Issuer or an Independent Adviser, and will have no liability for such actions taken at the direction of the Issuer, or at the Issuer's request, an Independent Adviser.

(I) In the event that the Rate of Interest for the relevant Interest Period or Reset Period, as applicable, cannot be determined in accordance with the foregoing provisions of this Condition 7(n)(iii) by the Issuer or an Independent Adviser, the Rate of Interest for such Interest Period or Reset Period, as applicable, shall be (1) that determined as at the immediately preceding Interest Determination Date or Reset Determination Date, as applicable, (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period or Reset Period, as applicable, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period or Reset Period, as applicable), or (2) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Additional Tier 1 Notes, the initial Rate of Interest which would have been applicable to such Series of Additional Tier 1 Notes for the first Interest Period had the Additional Tier 1 Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (3) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Additional Tier 1 Notes, the Rate of Interest which applied to the immediately preceding Interest Period, or (4) if there is no such preceding Reset Determination Date, the Initial Rate of Interest.

(iv) *Definitions*: In this Condition 7(n):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as

a result of the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(D) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate by any Relevant Nominating Body;

(E) in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines, is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable), where such rate has been replaced by such Successor Rate or Alternative Rate (as applicable); or

(F) if no such customary market usage is recognised or acknowledged, the Independent Adviser in its discretion (in consultation with the Issuer) or the Issuer in its discretion (as applicable) determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines has replaced the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period or Reset Period (as applicable), or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines there is no such rate, such other rate as the Independent Adviser in its discretion (in consultation with the Issuer and acting in good faith and a commercially reasonable manner) or the Issuer in its discretion (acting in good faith and a commercially reasonable manner) (as applicable) determines is most comparable to the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

"**Benchmark**" means a SOFR Benchmark or a Term SOFR Benchmark (as applicable);

"**Benchmark Amendments**" has the meaning given to it in Condition 7(n)(i)(F);

"**Benchmark Event**" means:

(A) the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that it has ceased, or will by a specified future date cease, publishing such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable)); or

(C) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) that the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has been or will, by a specified future date, be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) as a consequence of which such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will be prohibited from being used or that its use will, by a specified future date, be subject to restrictions or adverse consequences, either generally, or in respect of the Additional Tier 1 Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) announcing that such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is no longer representative of an underlying market or the methodology to calculate such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has materially changed; or

(F) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, if applicable),

provided that in the case of paragraphs (B) to (E) above, the Benchmark Event shall occur on:

(1) in the case of paragraph (B) above, the date of the cessation of the publication of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

(2) in the case of paragraph (C) above, the date of discontinuation of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable); or

(3) in the case of paragraph (D) above, the date on which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) is prohibited from being used or becomes subject to restrictions or adverse consequences; or

(4) in the case of paragraph (E) above, the date with effect from which the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market,

and which is specified in the relevant public announcement, in each case, not (in any such case) the date of the relevant public statement (unless the date of the relevant public statement coincides with the relevant date in (1), (2), (3) or (4) above, as applicable);

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser (as applicable) as of the Benchmark Replacement Date:

(A) the sum of: (1) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) and (2) the Benchmark Replacement Adjustment;

(B) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or

(C) the sum of: (1) the alternate rate of interest that has been selected by the Issuer or an Independent Adviser (as applicable) as the replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) giving due consideration to any industry-accepted rate of interest as a replacement for the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) for U.S. dollar-denominated floating rate notes at such time and (2) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or an Independent Adviser as of the Benchmark Replacement Date:

(A) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or an Independent Adviser giving due consideration to any industry-accepted spread adjustments, or method for calculating or determining such spread adjustment, for the replacement of the then-current SOFR Benchmark or Term SOFR Benchmark, as the case may be, with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or an Independent Adviser decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or an Independent Adviser decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or an Independent Adviser determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or an Independent Adviser determines is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark, as applicable, (including the daily published component used in the calculation thereof):

(A) in the case of sub-paragraph (A) or (B) of the definition of "Benchmark Transition Event", the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) permanently or indefinitely ceases to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) in the case of sub-paragraph (C) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein,

and, for the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current SOFR Benchmark or Term SOFR Benchmark (as applicable) (including the daily published component used in the calculation thereof):

(A) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component); or

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component), the central bank for the currency of the SOFR Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the SOFR Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark or Term SOFR Benchmark (as applicable), which states that the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) has ceased or will cease to provide the SOFR Benchmark or Term SOFR Benchmark (as applicable) (or such component) permanently or indefinitely, ***provided that***, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark or Term SOFR Benchmark (as applicable) announcing that the SOFR Benchmark or Term SOFR Benchmark (as applicable) is no longer representative;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the relevant Benchmark for the applicable tenor;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the relevant Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**New York Fed's Website**" means the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, any successor website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

"**New York City Banking Day**" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

"**OBFR Index Cessation Date**" means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(A) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased, or will cease, to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate;

(B) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased, or will cease, to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

(C) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

"**Original Reference Rate**" means (A) the specified benchmark or screen rate (as applicable) originally specified in the relevant Final Terms and used to determine the Rate of Interest (or any component part thereof) on the Additional Tier 1 Notes, or (B) any Alternative Rate or Successor Rate (or component part thereof) determined pursuant to the operation of this Condition 7(n);

"**Reference Time**" means the SOFR Reference Time or the Term SOFR Reference Time (as applicable);

"**Relevant Nominating Body**" means, in respect of a benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable):

(A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable) relates, (2) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark, screen rate, reference rate or mid-swap floating leg benchmark rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities, (4) the International Swaps and Derivatives Association, Inc. or any part thereof, or (5) the Financial Stability Board or any part thereof;

"**SOFR Benchmark"** means, initially, SOFR ***provided that*** if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current SOFR Benchmark, then "***SOFR Benchmark***" means the applicable Benchmark Replacement;

"**SOFR Determination Date**" means, with respect to any SOFR Reset Date and with respect to (A) the Secured Overnight Financing Rate and (B) the Overnight Bank Funding Rate: (1) in the case of (A), the first Business Day immediately preceding such SOFR Reset Date; and (2) in the case of (B), the first New York City Banking Day immediately preceding such SOFR Reset Date;

"**SOFR Determination Time**" has the meaning given to it in the definition of "SOFR";

"**SOFR Index Cessation Date**" means, in respect of a Benchmark Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

"**SOFR Reference Time**" means, with respect to the determination of the SOFR Benchmark, (A) the SOFR Determination Time, and (B) if the SOFR Benchmark is not SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes;

"**SOFR Reset Date**" means each Business Day during the relevant Interest Period, provided however that if both a Benchmark Event and a SOFR Index Cessation Date have occurred, it shall mean: (A) in respect of the period from, and including, the first day of the Interest Period in which the SOFR Index Cessation Date falls (such Interest Period, the "**Affected Interest Period**") to, but excluding, the SOFR Index Cessation Date (such period, the "**Partial SOFR Period**"), each Business Day during the Partial SOFR Period; (B) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the "**Partial Fallback Period**"), each New York City Banking Day during the

Partial Fallback Period; and (C) in respect of each Interest Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Period;

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is a successor to or replacement of the relevant Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (for the avoidance of doubt, whether or not such Original Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body;

"**Term SOFR Benchmark**" means, initially, Term SOFR ***provided that*** if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Term SOFR Benchmark, then "**Term SOFR Benchmark**" means the applicable Benchmark Replacement;

"**Term SOFR Determination Time**" has the meaning given to it in the definition of "Term SOFR";

"**Term SOFR Reference Time**" means, with respect to the determination of the Term SOFR Benchmark, the Term SOFR Determination Time, and if the Term SOFR Benchmark is not Term SOFR, the time determined by the Calculation Agent or another Person appointed by the Issuer in accordance with the Benchmark Replacement Conforming Changes; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

8. **Reset Note Provisions**

(a) *Application*: This Condition 8 is applicable to the Additional Tier 1 Notes only if the Reset Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Rates of Interest and Interest Payment Dates*: Subject to Condition 9 (*Limitations on Payments of Interest*), each Additional Tier 1 Note which is specified in the relevant Final Terms as being a Reset Note bears interest on its Current Principal Amount:

(i) in respect of the period from (and including) the Interest Commencement Date specified in the relevant Final Terms to (but excluding) the First Reset Date, at the rate per annum equal to the Initial Rate of Interest;

(ii) in respect of the First Reset Period, at the rate per annum equal to the First Reset Rate of Interest; and

(iii) if applicable, in respect of each Subsequent Reset Period, at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date, subject as provided in Condition 12 (*Payments*). If specified in the relevant Final Terms, Floating Rate Reset Note Provisions shall be applicable from (and including) the Reset Date specified in such Final Terms.

The Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 6 (*Fixed Rate Note Provisions*) and, in

respect of any period for which Floating Rate Reset Note Provisions are applicable, Condition 7 (*Floating Rate Note Provisions*).

Each Additional Tier 1 Note will cease to bear interest from any date fixed for redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 8 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Additional Tier 1 Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Additional Tier 1 Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Fallbacks*:

This Condition 8(d) applies in respect of each Interest Period other than any Interest Period in respect of which Floating Rate Reset Note Provisions are applicable.

Where the Sterling Reference Bond Rate or Reference Bond Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the Reset Reference Rate shall be, in the case of the First Reset Rate of Interest, the Initial Reference Rate and, in the case of any Subsequent Reset Rate of Interest, the Reset Reference Rate as at the last preceding Reset Date.

Where the U.S. Treasury Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date no Reference Government Bond Dealer Quotations are received, the U.S. Treasury Rate shall be determined in accordance with the second paragraph in the definition of U.S. Treasury Rate.

Where the Mid-Swap Rate is specified in the relevant Final Terms as the Reset Reference Rate, if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (subject to Condition 7(n) (*Benchmark Replacement*)), the Issuer shall request each of the Reset Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Reset Determination Time.

If two or more of the Reset Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum (converted (if necessary) as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable)) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation, the First Reset Rate of Interest or the applicable Subsequent Reset Rate of Interest (as applicable) shall be the sum (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of such Mid-Market Swap Rate Quotation and the First Reset Margin or Subsequent Reset Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Reset Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation or if the Calculation Agent does not at any time for any reason determine the Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the Reset Rate of Interest shall be the Initial Rate of Interest.

(e) *Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount*:

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified, *inter alios*, to the Issuer and the Fiscal Agent as soon as possible after their determination but in no event later than the relevant Reset Date. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 20 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment). Any such amendment will be promptly notified by the Calculation Agent to the Issuer and the Fiscal Agent. Notice thereof shall also be given by the Issuer to the Noteholders in accordance with Condition 20 (*Notices*) and to any competent authority and/or stock exchange by which the Reset Notes have then been admitted to listing and/or trading in accordance with the rules thereof, in each case, as soon as possible after the determination thereof but in no event later than the relevant Reset Date.

(f) *Receipt by Calculation Agent of Information*: If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 8, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Reset Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 8, the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(g) *Certificates to be final*: All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8(g) shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the other Paying Agents and all Noteholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions. The Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party for any failure of the Reset Reference Banks to provide quotations as requested of them or as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any Reset Reference Bank or any Person, which subsequently may be found to be incorrect or inaccurate in any way.

(h) *Definitions*: In this Condition 8:

"**First Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**First Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the First Reset Date was an Interest Payment Date;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Final Terms, the date on which the Additional Tier 1 Notes are redeemed or otherwise cancelled in accordance with these Conditions;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms, as the sum of (A) the relevant Reset Reference Rate and (B) the First Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Additional Tier 1 Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable, as the sum of (A) the Reset Note Floating Rate and (B) the First Reset Margin;

"**Fixed Leg Swap Payment Frequency**" has the meaning given in the relevant Final Terms;

"**Initial Rate of Interest**" has the meaning specified in the relevant Final Terms;

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Payment Frequency (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Floating Leg Maturity (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"**Mid-Swap Floating Leg Benchmark Rate**" means the reference rates specified as such in the relevant Final Terms;

"**Mid-Swap Floating Leg Maturity**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 8(d) (*Fallbacks*), either:

(i) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately the Reset Determination Time on such Reset Determination Date, all as determined by the Calculation Agent;

"**Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum equal to the yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date;

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent), or the affiliates of such banks, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent), of the bid and offered prices for the Reset Reference Bond (expressed in each case as a percentage of its principal amount) as at the Reset Determination Time on such Reset Determination Date and, if relevant, on a dealing basis for settlement that is customarily used at such time and quoted in writing to the Issuer or (if applicable) the Calculation Agent by such Reference Government Bond Dealer;

"**Reset Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Reset Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Reset Business Centre;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"**Reset Determination Date**" means, unless otherwise specified in the relevant Final Terms, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Reset Business Day prior to the first day of each such Subsequent Reset Period;

"**Reset Determination Time**" means, in relation to a Reset Determination Date, 11.00 a.m. in the Principal Financial Centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Final Terms;

"**Reset Note Floating Rate**" means the Rate of Interest determined in accordance with the provisions for determining rates of interest in Condition 7 (*Floating Rate Note Provisions*) ***provided that*** references to:

(i) Margin shall be deemed to be the First Reset Margin or the Subsequent Reset Margin, as applicable; and

(ii) Interest Commencement Date shall be deemed to be the First Reset Date;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Banks**" has the meaning given in the relevant Final Terms or, if none, means four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate (in the case of the calculation of the Mid-Swap Rate) as selected by the Issuer on the advice of an investment bank of international repute;

"**Reset Reference Bond**" means for any Reset Period, the bond specified as such in the relevant Final Terms or, if not so specified or to the extent that such Reset Reference Bond specified in the Final Terms is no longer outstanding on the relevant Reset Determination Date, a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer (after consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent, if applicable) as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

"**Reset Reference Bond Price**" means, with respect to any Reset Determination Date:

(i) if at least five such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest (or in the event of equality, one of the highest) and lowest (or in the event of equality, one of the lowest) such Reference Government Bond Dealer Quotations; or

(ii) if fewer than five but more than one such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Issuer or (if applicable) the Calculation Agent) of all such quotations; or

(iii) if only one Reference Government Bond Dealer Quotation is received, such quotation;

"**Reset Reference Rate**" means one of (i) the Mid-Swap Rate, (ii) the Reference Bond Rate, (iii) the Sterling Reference Bond Rate or (iv) the U.S. Treasury Rate, as specified in the relevant Final Terms;

"**Sterling Reference Bond Rate**" means, with respect to any Reset Period and related Reset Determination Date, the gross redemption yield in respect of the Reset Reference Bond expressed as a percentage and calculated by the Issuer or (if applicable) the Calculation Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 5, Section One: Price/Yield Formulae "Conventional Gilts" (published on 8 June 1998 and updated on 15 January 2002, 16 March 2005 and 18 December 2024, and as further amended, updated, supplemented or replaced from time to time) or, if such basis is no longer in customary market usage at such time, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Issuer following consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer (which, for the avoidance of doubt, could be the Calculation Agent, if applicable), on an annual or semi-annual (as the case may be) compounding basis (rounded up (if necessary) to four decimal places) of the Reset Reference Bond in respect of that Reset Period, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for the Reset Determination Date in respect of such Reset Period;

"**Second Reset Date**" means the date specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the Second Reset Date was an Interest Payment Date;

"**Subsequent Reset Date**" means the date or dates specified as such in the relevant Final Terms as adjusted (if so specified in the relevant Final Terms) as if the relevant Subsequent Reset Date was an Interest Payment Date;

"**Subsequent Reset Margin**" means the margin specified as such in the relevant Final Terms;

"**Subsequent Reset Period**" means, if applicable, the period from (and including) the Second Reset Date to (but excluding) the first Subsequent Reset Date (if any), and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (if any);

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 8(b) (*Rates of Interest and Interest Payment Dates*) (if applicable), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

(i) if Reset Reference Rate is specified in the relevant Final Terms as the sum of (A) the relevant Reset Reference Rate and (B) the relevant Subsequent Reset Margin, with such sum converted (if necessary) in accordance with market convention to a basis (e.g. annual, semi-annual, quarterly) equivalent to the frequency with which scheduled interest payments are payable on the Additional Tier 1 Notes during the relevant Reset Period in the manner determined by the Calculation Agent; or

(ii) if the Floating Rate Reset Note Provisions are specified in the relevant Final Terms as being applicable, as the sum of (A) the Reset Note Floating Rate and (B) the Subsequent Reset Margin; and

"**U.S. Treasury Rate**" means, with respect to any Reset Period and related Reset Determination Date, the rate per annum calculated by the Calculation Agent equal to: (i) the average of the yields on actively traded U.S. Treasury securities adjusted to constant maturity, for a maturity

comparable with the Reset Period, for the five business days immediately prior to the Reset Determination Date and appearing under the caption "Treasury constant maturities" at the Reset Determination Time on the Reset Determination Date in the applicable most recently published statistical release designated "H.15 Daily Update", or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity, under the caption "Treasury Constant Maturities", for a maturity comparable with the Reset Period; or (ii) if such release (or any successor release) is not published during the week immediately prior to the Reset Determination Date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Reset Reference Bond, calculated using a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reset Reference Bond Price for such Reset Determination Date.

If the U.S. Treasury Rate cannot be determined, for whatever reason, as described under (i) or (ii) above, "U.S. Treasury Rate" means the rate in percentage per annum as notified by the Calculation Agent to the Issuer equal to the yield on U.S. Treasury securities having a maturity comparable with the Reset Period as set forth in the most recently published statistical release designated "H.15 Daily Update" under the caption "Treasury constant maturities" (or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury constant maturities" for the maturity comparable with the Reset Period) and as at the Reset Determination Time on the last available date preceding the Reset Determination Date on which such rate was set forth in such release (or any successor release).

9. **Limitations on Payments of Interest**

(a) *Optional interest non-payment*: The Issuer may at any time elect, in its sole and full discretion, not to pay (in whole or in part) the Interest Amount otherwise scheduled to be paid on any Interest Payment Date.

(b) *Mandatory interest non-payment*: Without prejudice to Condition 9(a) (*Optional interest non-payment*), the Issuer shall not be obliged to pay any Interest Amount otherwise scheduled to be paid on an Interest Payment Date to the extent that:

(i) such Interest Amount together with any Additional Amounts payable with respect thereto, when aggregated with other Relevant Distributions paid, declared or required to be paid in the then current financial year of the Issuer exceeds the amount of the Issuer's Distributable Items; or

(ii) the Issuer shall not be obliged to pay that Interest Amount in accordance with the requirements of the Capital Rules; or

(iii) the Relevant Regulator orders the Issuer not to pay that Interest Amount (in whole or in part).

All accrued and unpaid Interest Amounts will also not be paid, and the Issuer shall not be obliged to pay such Interest Amounts, if a Non-Viability Event occurs.

(c) *Notice of interest non-payment*:

(i) If practicable, notice that a scheduled Interest Amount (in whole or in part) will not be paid in accordance with Condition 9(a) (*Optional interest non-payment*) or Condition 9(b) (*Mandatory interest non-payment*) will be given to the Noteholders, the Fiscal Agent and the Paying Agent as soon as possible prior to the relevant Interest Payment Date.

(ii) Any failure to provide the notice referred to in Condition 9(c)(i) will not invalidate the Issuer's election, nor prejudice the Issuer's right, not to pay a scheduled Interest Amount or any part thereof nor give rise to an obligation to pay that scheduled Interest Amount or any part thereof where the Issuer does not otherwise have an obligation to make such payment, and non-payment of any Interest Amount (in whole or in part) on any Interest Payment Date shall constitute evidence that the Issuer has elected or is required not to pay such Interest Amount (or the relevant part thereof).

(iii) If the Issuer provides notice of its election to not pay a portion, but not all, of an Interest Amount and the Issuer subsequently does not make a payment of the remaining portion of such Interest Amount on the relevant Interest Payment Date, such non-payment shall evidence the Issuer's exercise of its discretion to elect not to pay such remaining portion of that Interest Amount and, accordingly, such remaining portion of that Interest Amount shall also not be due and payable.

(d) *No default:* The non-payment of any Interest Amount (or any part thereof) in accordance with Condition 9(a) (*Optional interest non-payment*) or Condition 9(b) (*Mandatory interest non-payment*) shall not constitute a default or breach for any purpose on the part of the Issuer. For the avoidance of doubt, Interest Amounts which the Issuer has elected (or is deemed to have elected) not to pay or which the Issuer is not obliged to pay will never become due and are non-cumulative, and no Interest Amount (or any part thereof) which has not been paid (or any amount in lieu thereof) shall be payable in respect of the Additional Tier 1 Notes thereafter, whether in a Winding-Up of the Issuer or otherwise.

(e) *Dividend restrictions:* If an Interest Amount (or any portion thereof) (the "**Relevant Interest Amount**") is not paid in full on the relevant Interest Payment Date in accordance with Condition 9(a) (*Optional interest non-payment*) or Condition 9(b) (*Mandatory interest non-payment*), then during the period from that relevant Interest Payment Date until the immediately succeeding Interest Payment Date on which the Issuer has paid in full the Interest Amount due and payable for that Interest Period on that succeeding Interest Payment Date, the Issuer shall not:

(i) declare or pay a distribution or dividend or pay any interest on any Common Equity Tier 1 Capital Securities or any Junior Securities other than:

(A) dividends due and payable on Mandatory Preference Shares;

(B) any dividend which has been declared on any Common Equity Tier 1 Capital Securities or any Junior Securities prior to the date of notice to the Noteholders referred to in Condition 9(c) (*Notice of interest non-payment*);

(C) distributions, dividends or interest on any Junior Securities paid by any entity which is a Subsidiary of the Issuer to its immediate holding company or to the Issuer; or

(D) scrip dividends or capitalisation awards; or

(ii) save in the case of redemptions, repurchases or reductions stemming from the exercise of share options or similar share-based incentives by employees of the Issuer and/or any Subsidiary of the Issuer, redeem, purchase, reduce the capital of or otherwise acquire:

(A) any Common Equity Tier 1 Capital Securities or Junior Securities; or

(B) any securities of any Subsidiary of the Issuer benefitting from a guarantee or similar support agreement which ranking 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 or similar support agreement (in the case of any such guarantee or similar support agreement), is, as the case may be, junior to the Additional Tier 1 Notes.

The non-payment of any Relevant Interest Amount in accordance with this Condition 9 shall not impose any other restrictions on the Issuer.

(f) *Payment of interest following a Capital Disqualification Event*:

(i) This Condition 9(f) applies only if "Liability Accounted" is specified as applicable in the relevant Final Terms.

(ii) If a Capital Disqualification Event has occurred in respect of any Series of Additional Tier 1 Notes and the Additional Tier 1 Notes of that Series are no longer eligible to comprise (in whole and not, for the purposes of this Condition 9(f), part only) Additional Tier 1 Capital of the Issuer, to the extent that that the Issuer does not (A) exercise its option to redeem the Additional Tier 1 Notes of that Series as provided in Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*), or (B) substitute or vary the terms of the Additional Tier 1 Notes so that they become or remain Qualifying Additional Tier 1 Securities pursuant to Condition 11(k) (*Substitution or Variation*), the provisions of Condition 9(a) (*Optional interest non-payment*) shall cease to apply to the Additional Tier 1 Notes of that Series in respect of any interest accruing on the Additional Tier 1 Notes following the occurrence of that Capital Disqualification Event and the Issuer shall no longer have the discretion or right to not pay any Interest Amounts (to the extent any such Interest Amount comprises interest accruing on the Additional Tier 1 Notes following the occurrence of that Capital disqualification Event) due on the Additional Tier 1 Notes of that Series on any Interest Payment Date following the occurrence of that Capital Disqualification Event.

(iii) This Condition 9(f) is without prejudice to the remainder of these Conditions, including (without limitation) the continuing application of Condition 4 (*Status, Ranking and Subordination of Additional Tier 1 Notes; No Set-Off or Netting*), Condition 9(b) (*Mandatory interest non-payment*) and Condition 10 (*Loss Absorption Following a Non-Viability Event*). Accordingly, the Additional Tier 1 Notes are intended to continue to have certain other characteristics of Additional Tier 1 Capital (based on the Capital Rules as of the Issue Date) (other than as set out in this provision) notwithstanding the occurrence of the relevant Capital Disqualification Event. For the avoidance of doubt, in the event that a Non-Viability Event has been determined by the Relevant Regulator or the Issuer, such decision will not constitute a Capital Disqualification Event.

(iv) As soon as practicable after becoming aware of the occurrence of a Capital Disqualification Event, the Issuer shall give notice thereof to the Noteholders in accordance with Condition 20 (*Notices*) and to the Fiscal Agent. Any failure by the Issuer to give any such notice to, or otherwise to so notify, the Noteholders or the Fiscal Agent will not in any way impact on the effectiveness of, or otherwise invalidate, this Condition 9(f) or give the Noteholders any rights as a result of such failure.

10. **Loss Absorption Following a Non-Viability Event**

This Condition 10 (other than Condition 10(d) (*Disapplication of Non-Viability Loss Absorption*) is referred to as the Non-Viability Loss Absorption Condition in these Conditions.

(a) *Non-Viability Event.*

A "**Non-Viability Event**" shall occur when a "trigger event" specified in writing by the Relevant Regulator in accordance with the Capital Rules has occurred; provided that, as a minimum, the aforesaid "trigger event" shall be:

(i) 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 Regulator; 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 Regulator; or

(ii) the Issuer's Common Equity Tier 1 Capital Ratio is equal to or below 5.875 per cent.,

whichever is the earlier to occur; ***provided that*** paragraph (ii) above will only apply if the Additional Tier 1 Notes are liability accounted by the Issuer.

Whether a Non-Viability Event has occurred at any time shall be determined by the Relevant Regulator or any agent appointed for such purpose by the Relevant Regulator, and such determination shall be binding on the Noteholders.

Upon the occurrence of a Non-Viability Event, the Issuer will notify Noteholders (a "**Non-Viability Event Notice**") in accordance with Condition 20 (*Notices*) and subsequently Write-off the Additional Tier 1 Notes (or the Relevant Part thereof, as the case may be), in accordance with the Capital Rules and Condition 9(b) (*Write-off of Additional Tier 1 Notes upon a Non-Viability Event*) (as applicable). Any delay in delivery or failure to deliver a Non-Viability Event Notice shall not affect the validity of any Write-off or the timing of any Write-off.

(b) *Write-off of Additional Tier 1 Notes Upon a Non-Viability Event*:

(i) Upon the occurrence of a Non-Viability Event, the Issuer will Write-off the Current Principal Amount of the Additional Tier 1 Notes (or the Relevant Part thereof), in accordance with the Capital Rules, by such amount (the "**Written-off Amount**") as the Relevant Regulator shall require; provided that:

(A) a Write-off of the Additional Tier 1 Notes need only occur up until the point where the Issuer is deemed by the Relevant Regulator to be viable again, as specified in writing by the Relevant Regulator, and the Issuer's Common Equity Tier 1 Capital Ratio is above 5.875 per cent. to the extent that the Additional Tier 1 Notes are liability accounted; and

(B) the Additional Tier 1 Notes shall be Written-off in whole, or in part, on a pro rata basis with other Loss Absorbing Instruments.

(ii) Any such Write-off shall take place on such date selected by the Issuer in consultation with the Relevant Regulator (the "**Write-off Date**") but no later than the last day of the Write-off Period, unless:

(A) in accordance with the Capital Rules, the Relevant Regulator has agreed with the Issuer in writing that the Current Principal Amount (or the Relevant Part thereof) of the Additional Tier 1 Notes may be Written-off after a longer period, in which case, the Write-off shall take place on such date as agreed with the Relevant Regulator; or

(B) the Relevant Regulator has determined the date on which any such Write-off shall take place, in which the Write-off Date shall be such date.

(iii) A Write-off may occur on more than one occasion following the occurrence of a Non-Viability Event and the Additional Tier 1 Notes may be Written-off on more than one occasion.

(iv) To the extent that the conversion or write-off of any Loss Absorbing Instruments is not effective for any reason:

(A) the ineffectiveness of any such conversion or write-off shall not prejudice the requirement to effect a Write-off of the Additional Tier 1 Notes; and

(B) the conversion or write-off of any Loss Absorbing Instrument which is not effective shall not be taken into account in determining the Written-off Amount of the Additional Tier 1 Notes.

(v) For the avoidance of doubt, following any Write-off of the Additional Tier 1 Notes (or the Relevant Part thereof) the Issuer shall not be obliged to pay compensation in any form to the Noteholders.

(vi) Any Write-off of the Additional Tier 1 Notes (or the Relevant Part thereof) upon the occurrence of a Non-Viability Event will not constitute an event of default or any other breach of the Issuer's obligations, or a failure to perform by the Issuer, under these Conditions and shall not entitle the Noteholders to petition or apply for the Winding-Up of the Issuer.

(vii) Once a Write-off of all or the Relevant Part of the Current Principal Amount of the Additional Tier 1 Notes has occurred, no Written-off Amount shall be restored under any circumstances (including, without limitation, where the Non-Viability Event ceases to continue) and the Noteholders will automatically irrevocably lose their rights to receive, and no longer have any rights against the Issuer with respect to, interest accrued on the Additional Tier 1 Notes prior to the Write-off Date and repayment of the Written-off Amount; provided that, if the Additional Tier 1 Notes are Written-off in part, interest will continue to accrue on the Current Principal Amount.

(viii) Upon the occurrence of a Non-Viability Event, the Issuer will provide notice to Noteholders in accordance with Condition 20 (*Notices*) of the occurrence of that Non-Viability Event and of the Issuer's intention to effect a Write-off of any Series of Additional Tier 1 Notes.

(c) *Acknowledgement of contractual bail-in upon the occurrence of a Non-Viability Event or statutory bail-in pursuant to the RSA Bail-in Power in Resolution:*

Notwithstanding any other term of the Additional Tier 1 Notes, or any other agreements, arrangements or understanding between any of the parties thereto or between the Issuer and any Noteholder (including each holder of a beneficial interest in the Additional Tier 1 Notes), each Noteholder by its acquisition of the Additional Tier 1 Notes will be deemed to acknowledge, accept, and agree that the Additional Tier 1 Notes may either be bailed-in (i) under the Resolution Framework in accordance with the exercise of the RSA Bail-in Power, or the taking of Resolution Action, by the Resolution Authority upon the occurrence of a Resolution Event in relation to the Issuer, or (ii) pursuant to the operation of this Condition 10 (*Loss Absorption Following a Non-Viability Event*) upon the occurrence of a Non-Viability Event.

(d) *Disapplication of Non-Viability Loss Absorption:*

(i) If a Statutory Loss Absorption Regime is implemented in South Africa and the Additional Tier 1 Notes are subject to such Statutory Loss Absorption Regime upon the occurrence of a Non-Viability Event, then the Issuer, if so specified in the relevant Final Terms, shall have the option at any time by written notice (the "**Amendment Notice**") to the Noteholders in accordance with Condition 20 (*Notices*) and the Relevant Regulator, to elect that the Non-

Viability Loss Absorption Condition shall cease to apply and that the Statutory Loss Absorption Regime will apply to the Additional Tier 1 Notes from the date specified in the Amendment Notice (the "**Amendment Date**"), being a date no earlier than the date on which the Statutory Loss Absorption Regime takes effect (the Amendment Option). If the Issuer exercises the Amendment Option, the Non-Viability Loss Absorption Condition will cease to apply and the Additional Tier 1 Notes will be subject to such minimum requirements of the Statutory Loss Absorption Regime required to ensure that the Additional Tier 1 Notes continue to qualify as Additional Tier 1 Capital with effect from the Amendment Date. If the Amendment Option is not specified in the relevant Final Terms or if the Amendment Option is specified in the relevant Final Terms but is not exercised by the Issuer, then the Additional Tier 1 Notes will not be subject to the Statutory Loss Absorption Regime and the Non-Viability Loss Absorption Condition will continue to apply to the Additional Tier 1 Notes.

(ii) For the avoidance of doubt, if a Non-Viability Event occurs on or after such date on which the Non-Viability Loss Absorption Condition referred to in this Condition 10 is disapplied, the Relevant Regulator or the Resolution Authority, as the case may be, or the Issuer following instructions from the Relevant Regulator or the Resolution Authority, as the case may be, may take such action in respect of the Additional Tier 1 Notes as is required or permitted by such Statutory Loss Absorption Regime.

11. **Redemption, Purchase, Substitution and Variation**

(a) *No Maturity*: The Additional Tier 1 Notes:

(i) will be perpetual securities and will have no fixed date for redemption and the Noteholders will have no right to require the Issuer to redeem or purchase the Additional Tier 1 Notes at any time;

(ii) 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 11(c) (*Redemption for tax reasons or Change in Law*), Condition 11(d) (*Redemption at the option of the Issuer*), Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*), Condition 11(f) (*Issuer clean up call option*) or Condition 11(k) (*Substitution or Variation*), as applicable; and

(iii) will only be repayable subject to, and in accordance with the terms of, Condition 11(b) (*Winding-Up of the Issuer*).

(b) *Winding-Up of the Issuer*: If at any time prior to the date on which the outstanding aggregate Current Principal Amount of the Additional Tier 1 Notes has been voluntarily redeemed or Written-off (as applicable), in any case, in full:

(i) an order is made or an effective resolution is passed for the Winding-Up of the Issuer (other than an Approved Winding-Up); or

(ii) a liquidator of the Issuer is appointed and such liquidator gives notice that they intend to declare and distribute a dividend,

each Additional Tier 1 Note shall be repayable and each Noteholder shall be entitled to be repaid in respect of each Additional Tier 1 Note of which it is the holder (in lieu of any other payment by the Issuer), such amount, if any, as would have been payable to the Noteholder if, on the day prior to the commencement of such Winding-Up and thereafter, such Noteholder were (in respect of such Additional Tier 1 Note) the holder of one of a class of preference shares in the capital of the Issuer ("**Notional Preference Shares**") ranking *pari passu* as to a return of assets in such Winding-

Up with Other Additional Tier 1 Securities of the Issuer and with that class or classes of preference shares (if any) from time to time issued or which may be issued by the Issuer which have a preferential right to a return of assets in such Winding-Up over, and so rank ahead of, the holders of all other classes of issued shares for the time being in the capital of the Issuer other than preference shares which, upon issue, qualified (or were intended to qualify) as Tier 2 Capital ("**Tier 2 Preference Shares**"), but ranking junior to the claims of Senior Creditors and holders of Tier 2 Preference Shares, on the assumption that the amount that such Noteholder was entitled to receive in respect of each such Notional Preference Share on a return of assets in such Winding-Up were an amount equal to the outstanding Current Principal Amount of the relevant Additional Tier 1 Note and any accrued but unpaid Interest Amounts thereon (other than Interest Amounts which the Issuer has elected not to pay or which the Issuer is not obliged to pay, as the case may be, pursuant to Condition 9 (*Limitations on Payments of Interest*)).

(c) *Redemption for tax reasons or Change in Law*: The Additional Tier 1 Notes may be redeemed (subject to the Solvency Condition and Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) at the option of the Issuer in whole, but not in part, if a Tax Event (Gross up) or a Tax Event (Deductibility) occurs and, if specified in the relevant Final Terms, upon the occurrence of a Change in Law:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 20 (*Notices*), at their Early Redemption Amount, together with any accrued and unpaid interest (if any) to (but excluding) the date fixed for redemption (and excluding any Interest Amounts which the Issuer has elected not to pay or is not obliged to pay, as the case may be, in accordance with Condition 9 (*Limitations on Payments of Interest*)), **provided, however, that** no such notice of redemption shall be given earlier than:

(A) where the Additional Tier 1 Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts if a payment in respect of the Additional Tier 1 Notes were then due or would be entitled (as such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or

(B) where the Additional Tier 1 Notes may be redeemed only on 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 if a payment in respect of the Additional Tier 1 Notes were then due or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities, as applicable.

Prior to the publication of any notice of redemption pursuant to this Condition 11(c), the Issuer shall deliver to the Fiscal Agent (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 legal advisers of recognised standing to the effect that a Tax Event (Gross up), Tax Event (Deductibility), or if applicable, a Change in Law has occurred. Upon the expiry of any such notice as is referred to in this Condition 11(c), the Issuer shall be bound to redeem the Additional Tier 1 Notes in accordance with this Condition 11(c).

(d) *Redemption at the option of the Issuer*: If the "Call Option" is specified in the relevant Final Terms as being applicable, the Additional Tier 1 Notes may be redeemed (subject to the Solvency Condition and Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount upon the Issuer giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders in accordance with Condition 20 (*Notices*) (which notice shall be irrevocable, subject to Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*) and other than in the circumstances set out below, shall oblige the Issuer to redeem the Additional Tier 1 Notes or, as the case may be, the Additional Tier 1 Notes specified in such notice on the relevant Optional Redemption Date at the Optional Redemption Amount together with any accrued and unpaid interest (if any) to (but excluding) the date fixed for redemption (and excluding any Interest Amounts which the Issuer has elected not to pay or is not obliged to pay, as the case may be, in accordance with Condition 9 (*Limitations on Payments of Interest*)). No Optional Redemption Date shall fall earlier than the date being 5 (five) years and 1 (one) day after the Issue Date.

Any notice of redemption given pursuant to this Condition 11(d) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed.

(e) *Early redemption following the occurrence of a Capital Disqualification Event*: The Issuer may (subject to the Solvency Condition and Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or* variation) redeem any Series of Additional Tier 1 Notes in whole, but not in part:

(i) at any time (if the Floating Rate Note provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable, subject to Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 20 (*Notices*), at their Early Redemption Amount together with accrued and unpaid interest (if any) to (but excluding) the date fixed for

redemption (but excluding any Interest Amounts which the Issuer has elected not to pay or is not obliged to pay, as the case may be, in accordance with Condition 9 (*Limitations on Payments of Interest*)), following the occurrence of a Capital Disqualification Event.

Prior to the publication of any notice of redemption pursuant to this Condition 11(e), the Issuer shall deliver to the Fiscal Agent (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 Regulator has confirmed to the Issuer that a Capital Disqualification Event applies to the relevant Additional Tier 1 Notes, an opinion of independent legal advisers of recognised standing to the effect that a Capital Disqualification Event applies. Upon the expiry of any such notice as is referred to in this Condition 11(e), but subject to Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*), the Issuer shall be bound to redeem the Additional Tier 1 Notes in accordance with this Condition 11(e).

(f) *Issuer clean up call option*: If "Issuer Clean Up Call" is specified in the relevant Final Terms as being applicable, and if, at any time, the outstanding aggregate Current Principal Amount of the Additional Tier 1 Notes is the Clean Up Call Percentage or less of the aggregate principal amount of the Additional Tier 1 Notes originally issued (and for these purposes, any further Additional Tier 1 Notes issued pursuant to Condition 19 (*Further Issues*) and consolidated with the Additional Tier 1 Notes as part of the same Series shall be deemed to have been originally issued), (subject to the Solvency Condition and Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)), the Issuer may redeem all (but not some only) of the outstanding Additional Tier 1 Notes:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 15 nor more than 45 days' notice (or such other notice period as may be specified in the relevant Final Terms) to the Noteholders (which notice shall be irrevocable subject to Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) in accordance with Condition 20 (*Notices*), and, other than in the circumstances set out below, shall oblige the Issuer to redeem all of the outstanding Additional Tier 1 Notes on the date fixed for redemption at their Early Redemption Amount, together with accrued and unpaid interest (if any) to (but excluding) the date fixed for redemption (and excluding any Interest Amounts which the Issuer has elected not to pay or is not obliged to pay, as the case may be, in accordance with Condition 9 (*Limitations on Payments of Interest*)).

Any notice of redemption given pursuant to this Condition 11(f) may, at the Issuer's discretion, be subject to one or more additional conditions precedent, in which case such notice of redemption shall state the applicable condition(s) precedent and that, at the Issuer's discretion, the relevant redemption date may be delayed until such time as any or all such conditions shall be satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) or such redemption may not occur and such notice may be revoked in the event that any or all such conditions shall not have been satisfied to the Issuer's satisfaction (or waived by the Issuer in its sole discretion) by the date fixed for redemption, or by the date fixed for redemption so delayed.

(g) *No other redemption*: The Issuer shall not be entitled to redeem the Additional Tier 1 Notes otherwise than as provided in Conditions 11(a) (*No Maturity*) to 11(f) (*Issuer clean up call option*) above.

(h) *Partial redemption*: If the Additional Tier 1 Notes are to be redeemed in part only on any date in accordance with Condition 11(d) (*Redemption at the option of the Issuer*), each Additional Tier 1 Note shall be redeemed in part in the proportion which the aggregate Current Principal Amount of the outstanding Additional Tier 1 Notes to be redeemed on the relevant Optional Redemption Date bears to the aggregate Current Principal Amount of outstanding Additional Tier 1 Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount shall in no event be greater than the maximum or be less than the minimum so specified.

(i) *Purchase*: Subject to Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), the Issuer or any of its Subsidiaries may at any time purchase Additional Tier 1 Notes in the open market or otherwise and at any price.

(j) *Cancellation*: All Additional Tier 1 Notes so redeemed or purchased by the Issuer or any of its Subsidiaries may, at its option, be cancelled and may, if cancelled, not be reissued or resold.

(k) *Substitution or Variation*: Where "Substitution or Variation" is specified in the relevant Final Terms in respect of the Additional Tier 1 Notes as being applicable, and a Tax Event (Gross up), Tax Event (Deductibility) or a Capital Disqualification Event or, if specified in the relevant Final Terms, a Change in Law has occurred and is continuing, then the Issuer may, subject to Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*) and/or as directed or approved by the Relevant Regulator and having given not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 20 (*Notices*), the Fiscal Agent and the Registrar (which notice shall be irrevocable, subject to Condition 11(m) (*Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*) and Condition 11(n) (*Rescission of notice of redemption, substitution or variation upon a Resolution Event*)) but without any requirement for the consent or approval of the Holders, at any time either substitute all (but not some only) of the Additional Tier 1 Notes for, or vary the terms of the Additional Tier 1 Notes so that they remain or, as appropriate, become, Qualifying Additional Tier 1 Securities. Upon the expiry of such notice, the Issuer shall either vary the terms of or substitute the Additional Tier 1 Notes in accordance with this Condition 11(k), as the case may be.

(l) *Conditions to redemption, purchase, modification, substitution or variation*:

(i) Notwithstanding the foregoing provisions of this Condition 11 or Condition 18 (*Meetings of Noteholders; Modification*) and subject to Condition 11(l)(i)(B) below, for so long as the applicable Capital Rules so require, Additional Tier 1 Notes may be redeemed, purchased (in whole or in part), modified, substituted or varied, only at the option of the Issuer, and only if:

(A) the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has consented in writing to, such redemption, purchase, modification, substitution or variation (as applicable), subject to such conditions (if any) as the Relevant Regulator may deem appropriate (in any case, only if and to the extent such a notification or consent is required by the Capital Rules (including any prescribed notice periods with which the Issuer may need to comply, if any, in such Capital Rules)); and

(B) the redemption, purchase, modification, substitution or variation of the Additional Tier 1 Notes is not prohibited by the Capital Rules.

(ii) Prior to the publication of any notice of redemption, substitution or variation or redemption pursuant to this Condition 11, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised officers stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied and, in the case of a substitution or variation, that the relevant Qualifying Additional Tier 1 Securities have terms not materially less favourable to an investor than the terms of the Additional Tier 1 Notes and will as from the date of such substitution or variation otherwise comply with the requirements of the definition thereof in Condition 2 (*Interpretation*).

(iii) Unless otherwise required by the applicable Capital Rules, this Condition 11(l) does not apply in respect of a redemption of Additional Tier 1 Notes upon a Capital Disqualification Event in accordance with Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*).

(m) *Rescission of notice of redemption, substitution or variation upon a Non-Viability Event*:

(i) If the Issuer has given a notice of redemption of any Additional Tier 1 Notes pursuant to Condition 11(c) (*Redemption for tax reasons or Change in Law*), Condition 11(d) (*Redemption at the option of the Issuer*), Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 11(f) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 11(k) (*Substitution or Variation*) and, after giving such notice but prior to the date of such redemption, substitution or variation, as applicable a Non-Viability Event occurs, the relevant notice of redemption, substitution or variation, as applicable shall be automatically rescinded and shall be of no force and effect, the applicable Additional Tier 1 Notes will not be redeemed, substituted or varied, as applicable on the applicable Early Redemption Date or Optional Redemption Date (as applicable) and, instead, a Write-Off shall occur in respect of the Additional Tier 1 Notes in accordance with Condition 10 (*Loss Absorption Following a Non-Viability Event*).

(ii) Following the occurrence of a Non-Viability Event and until such time as the relevant Write-Off has been effected, the Issuer shall not be entitled to give any notice of redemption pursuant to Condition 11(c) (*Redemption for tax reasons or Change in Law*), Condition 11(d) (*Redemption at the option of the Issuer*), Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 11(f) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 11(k) (*Substitution or Variation*).

(n) *Rescission of notice of redemption, substitution or variation upon a Resolution Event*:

(i) If the Issuer has given a notice of redemption of any Additional Tier 1 Notes pursuant to Condition 11(c) (*Redemption for tax reasons or Change in Law*), Condition 11(d) (*Redemption at the option of the Issuer*), Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 11(f) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 11(k) (*Substitution or Variation*) and, after giving such notice but prior to the date of such redemption, substitution or variation, as applicable a Resolution Event occurs in relation to the Issuer, the relevant notice of redemption, substitution or variation, as applicable shall be automatically rescinded and shall be of no force and effect and the applicable Additional Tier 1 Notes will not be redeemed on the applicable Early Redemption Date or Optional

Redemption Date (as applicable) or (as applicable) substituted or varied on the applicable date of substitution or variation.

(ii) Following the occurrence of a Resolution Event, the Issuer shall not be entitled to give any notice of redemption pursuant to Condition 11(c) (*Redemption for tax reasons or Change in Law*), Condition 11(d) (*Redemption at the option of the Issuer*), Condition 11(e) (*Early redemption following the occurrence of a Capital Disqualification Event*) or Condition 11(f) (*Issuer clean up call option*) or a notice of substitution or variation pursuant to Condition 11(k) (*Substitution or Variation*).

12. **Payments**

(a) *Principal*: Payments of principal shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of an Additional Tier 1 Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(b) *Interest*: Subject to Condition 9(a) (*Optional interest non-payment*) or Condition 9(b) (*Mandatory interest non-payment*), payments of interest shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of an Additional Tier 1 Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

(c) *Payments subject to fiscal laws:* All payments in respect of the Additional Tier 1 Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(d) *Payments on business days*: Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the Payment Business Day immediately preceding the due date for payment. A Holder of an Additional Tier 1 Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 12(d) arriving after the due date for payment or being lost in the mail.

(e) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Additional Tier 1 Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.

(f) *Record date*: Each payment in respect of an Additional Tier 1 Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of an Additional Tier 1 Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

(g) *Payment of U.S. dollar Equivalent*: Notwithstanding the foregoing, if by reason of Inconvertibility, Non transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Additional Tier 1 Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five nor more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 12(g) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

(h) *Payment of Renminbi*: Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

(i) *Solvency Condition*:

(i) Except in a Winding-Up as provided in Condition 11(b) (*Winding-Up of the Issuer*), all payments in respect of or arising from (including any damages for breach of any obligations under) the Additional Tier 1 Notes are, without prejudice to the right of the Issuer to cancel payments under these Conditions, conditional upon the Issuer being solvent at the time of payment by the Issuer and no payment shall be due and payable in respect of or arising from the Additional Tier 1 Notes except to the extent that the Issuer could make such payment and still be solvent immediately thereafter (the "**Solvency Condition**").

(ii) For the purposes of the Solvency Condition, the Issuer shall be considered to be "solvent" if both (a) it is able to pay its debts to its Senior Creditors as they fall due and (b) its Assets exceed its Liabilities. A certificate as to the solvency of the Issuer signed by two authorised officers of the Issuer or, if the Issuer is in winding-up, its liquidator shall, in the absence of manifest error, be treated and accepted by the Issuer and the Noteholders as correct and sufficient evidence thereof.

13. **Taxation**

(a) *Gross up*: All payments of principal and interest in respect of the Additional Tier 1 Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision therein or any authority therein or thereof having power to tax, unless

the withholding or deduction of such Taxes is required by law. In that event, the Issuer shall, in respect of payments of interest only and not in respect of payments of principal, pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders of such amounts after such withholding or deduction as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable in respect of any Additional Tier 1 Note:

(i) presented for payment by, or on behalf of, or held by, a Holder which is liable to such Taxes in respect of such Additional Tier 1 Note by reason of its having some connection with South Africa other than the mere holding of such Additional Tier 1 Note; or

(ii) where (in the case of a payment of principal or interest on redemption) the relevant Additional Tier 1 Note or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such Additional Amounts on presenting or surrendering such Additional Tier 1 Note or Note Certificate on the last day of such period of 30 days; or

(iii) presented for payment by or on behalf of, or held by, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent; or

(iv) 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 Schedule 8 to the Income Tax Act) of any Noteholder; or

(v) if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of disputers or alleged tax defaulters.

(b) *FATCA withholding*: Notwithstanding any other provision in these Conditions, the Issuer, and the Paying Agents, shall be permitted to withhold or deduct any amounts required by the rules of the Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

(c) *Taxing jurisdiction*: If the Issuer becomes subject at any time to any taxing jurisdiction other than South Africa, references in these Conditions to South Africa shall be construed as references to South Africa and/or such other jurisdiction.

14. **Enforcement; No Acceleration**

(a) *No Events of Default*: There are no events of default or early termination events applicable to the Additional Tier 1 Notes, which could lead to an acceleration of the Additional Tier 1 Notes.

(b) *Consequences of non-payment:* Notwithstanding Condition 14(a) (*No Events of Default*), if default is made in the payment of any interest or principal due in respect of the Additional Tier 1 Notes and such default continues for a period of 30 days from the due date for payment, then, unless there has been an Extraordinary Resolution of the Additional Tier 1 Notes of such Series to the contrary, any Holder of the Additional Tier 1 Notes of such Series may, subject to the Additional Tier 1

Capital Rules and section 166D of the Financial Sector Regulation Act, at its discretion and without further notice, institute proceedings for the Winding-Up of the Issuer and/or prove a claim in any Winding-Up of the Issuer, but take no further or other action in respect of such default.

(c) *Consequences of Winding-Up:* If at any time prior to the date on which the outstanding aggregate Current Principal Amount of the Additional Tier 1 Notes has been voluntarily redeemed or Written-off (as applicable), in any case, in full, a Winding-Up (whether or not instituted by a Holder as contemplated in Condition 14(b) (*Consequences of non-payment*) and other than an Approved Winding-Up) of the Issuer shall occur where the liquidator has given notice that they intend to declare and distribute a dividend, each Holder in its discretion may prove in such Winding-Up of the Issuer and/or claim in the liquidation of the Issuer in respect of the Additional Tier 1 Notes, such claim being as provided in Condition 11(b) (*Winding-Up of the Issuer*).

(d) *Enforcement Action*: Without prejudice to Condition 14(a) (*No Events of Default*), Condition 14(b) (*Consequences of non-payment*) and Condition 14(c) (*Consequences of Winding-Up*), if the Issuer breaches any of its obligations under the Additional Tier 1 Notes of that Series (other than any obligation in respect of the payment of principal or interest on such Additional Tier 1 Notes or any damages awarded in respect thereof)), then any Holder of Additional Tier 1 Notes of that Series 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 or satisfy any other payment obligation in relation to such Additional Tier 1 Notes sooner than the same would otherwise have been payable by it or any damages awarded in respect of the Additional Tier 1 Notes.

(e) *Effect of Resolution*:

(i) No provision of these Conditions or the relevant Final Terms or any other agreement, arrangement or understanding relating to the Additional Tier 1 Notes is of any effect to the extent that the provision:

(A) confers a right, or imposes an obligation, on a Person; or

(B) accelerates or varies an obligation of a Person,

upon, or as a result of, the occurrence of a Resolution Event or as a result of any Resolution Action or proposed Resolution Action being taken in relation to the Issuer, whether or not the Person is a party to these Conditions, the relevant Final Terms or such other agreement, arrangement or understanding.

(ii) Neither the placing, nor the proposed placing, of the Issuer in Resolution nor the taking, or the proposed taking, of any Resolution Action in relation to the Issuer following the occurrence of a Resolution Event shall constitute an event of default (howsoever described) or entitle the Noteholders to declare the Additional Tier 1 Notes to be due and payable.

(iii) This Condition 14(e) does not apply in relation to an obligation to give notice to a Person.

(f) *Notification*: If the Issuer becomes aware of the occurrence of:

(i) a Resolution Event in relation to the Issuer; and/or

(ii) any event or circumstances under Condition 14(b) (*Consequences of non-payment*) or Condition 14(c) (*Consequences of Winding-Up*),

the Issuer shall forthwith notify all the Noteholders in accordance with Condition 20 (*Notices*), within 1 (one) Business Day after becoming aware that such event or circumstances has occurred,

the details of such event or circumstances. In this Condition 14(f), "**business day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Johannesburg, South Africa.

15. **Prescription**

Claims for principal and interest on redemption in respect of Additional Tier 1 Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

16. **Replacement of Note Certificates**

If any Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced by the Registrar, subject to all Applicable Laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Note Certificates must be surrendered before replacements will be issued.

17. **Agents and Registrar**

In acting under the Agency Agreement and in connection with the Additional Tier 1 Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed in the Base Prospectus. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar, fiscal agent or Calculation Agent and additional or successor paying agents and transfer agents; **provided**, **however**, **that**:

(a) the Issuer shall at all times maintain a fiscal agent and a registrar; and

(b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(c) if and for so long as the Additional Tier 1 Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent and/or registrar in any particular place, the Issuer shall maintain a paying agent and/or a registrar each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or the Registrar or in their Specified Offices shall promptly be given to the Noteholders.

None of the Agents shall have any responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with a Non-Viability Event, the Non-Viability Loss Absorption Condition (or its disapplication) or any consequent Write-off and cancellation of any Additional Tier 1 Notes or any claims in respect thereof, and none of the Agents shall be responsible for any calculation or determination or the verification of any calculation or determination in connection with the foregoing.

18. **Meetings of Noteholders; Modification**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings (including by way of conference call using an audio or video conference platform) of Noteholders

to consider matters relating to the Additional Tier 1 Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one tenth of the aggregate Current Principal Amount of the outstanding Additional Tier 1 Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing more than half of the aggregate Current Principal Amount of the outstanding Additional Tier 1 Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the Current Principal Amount of the Additional Tier 1 Notes held or represented; **provided**, **however**, **that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three quarters or, at any adjourned meeting, one-quarter of the aggregate principal amount of the outstanding Additional Tier 1 Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) *Modification*: The Additional Tier 1 Notes, these Conditions and the Deed of Covenant may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, is made to correct a manifest error or is, in its sole opinion, not materially prejudicial to the interests of the Noteholders.

The consent or approval of the Noteholders shall not be required in the case of amendments to the Conditions pursuant to Condition 7(n) (*Benchmark Event*) to vary the method basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Additional Tier 1 Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 7(n) (*Benchmark Event*), where the Issuer has otherwise complied with the requirements set out in the same Condition.

Any modification of the Additional Tier 1 Notes in accordance with this Condition 18 (*Meetings of Noteholders; Modification*) is subject to the Issuer obtaining the consent of the Relevant Regulator (if and to the extent that such consent is required by the Capital Rules) pursuant to Condition 11(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation*).

19. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further Notes having the same terms and conditions as the Additional Tier 1 Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Additional Tier 1 Notes.

20. **Notices**

Notices to the Holders of Additional Tier 1 Notes will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In addition, notices to Noteholders will be published on the date of such mailing in a

leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe.

21. **Currency Indemnity**

If any sum due from the Issuer in respect of the Additional Tier 1 Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Additional Tier 1 Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

22. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

23. **Governing Law and Jurisdiction**

(a) *Governing law*: The Additional Tier 1 Notes and all non-contractual obligations arising out of or in connection with the Additional Tier 1 Notes are governed by English law save that the provisions of Conditions 4 (*Status, Ranking and Subordination of the Additional Tier 1 Notes; No Set-off or Netting*), Condition 5 (*Recognition of RSA Bail-in Powers*), Condition 9 (*Limitations on Payments of Interest*), Condition 10 (*Loss Absorption Following a Non-Viability Event*), Condition 11(l) (*Conditions to redemption, purchase, modification, substitution or variation*), Condition 12(i) (*Solvency Condition*), and Condition 14 (*Enforcement; No Acceleration*) (the "**South African Law Provisions**"), and all non-contractual obligations arising out of or in connection with the South African Law Provisions, are governed by, and shall be construed in accordance with, South African law.

(b) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Additional Tier 1 Notes (including any non-contractual obligation arising out of or in connection with the Additional Tier 1 Notes).

(c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(d) *Rights of the Noteholders to take proceedings outside England*: Condition 23(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 23 prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.

(e) *South African Resolution Matters:* None of the provisions of Condition 23(b) (*English courts*), Condition 23(c) (*Appropriate forum*) or Condition 23(d) (*Rights of the Noteholders to take proceedings outside England*) shall apply to:

(i) any exercise or purported exercise of any RSA Bail-in Power, or the taking of any Resolution Action, by the Resolution Authority; or

(ii) any decision, act or omission of the Resolution Authority in connection with any RSA Bail-in Power or any Resolution Action.

(f) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Standard Advisory London Limited (Attention: Head of Legal) at 20, Gresham Street, London, EC2V 7JE, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this Condition 23(f) shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

FORM OF FINAL TERMS

Final Terms dated [•]

[**EU MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**EU MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom ("**UK**") by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**") ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any [person subsequently offering, selling or recommending the Notes (a "**distributor**") / distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, "**EU MiFID II**") / EU MiFID II]; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the [United Kingdom ("**UK**") / UK]. For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admission to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (the "**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

SINGAPORE SECURITIES AND FUTURES ACT 2001 (the "**SFA**") **PRODUCT CLASSIFICATION** – [In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are]/[are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products).][1]

[CONFIRMATION REQUIRED BY PARAGRAPH 3(5)(j) OF THE COMMERCIAL PAPER REGULATIONS - [specify], being one of the Issuer's auditors as at the Issue Date of this Tranche of Notes, have confirmed in writing that nothing has come to their attention which causes them to believe that the issue of this Tranche of Notes under the Programme, pursuant to the Base Prospectus [, the supplement to the Base Prospectus dated [●]][2] (as read with these Final Terms) does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.][3]

[**THE STANDARD BANK OF SOUTH AFRICA LIMITED**

(Registration Number 1962/000738/06)

Legal Entity Identifier:

QFC8ZCW3Q5PRXU1XTM60][4]

[**STANDARD BANK GROUP LIMITED**

(Registration Number 1969/017128/06)

Legal Entity Identifier:

2549003PEZXUT7MDBU41][5]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the U.S.$4,000,000,000

Euro Medium Term Note Programme

PART A CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of [the Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes] (the "**Conditions**") set forth in the base prospectus dated 30 September 2026 [and the supplement to the base prospectus dated [•] which [together] constitute[s] a base prospectus] (the "**Base Prospectus**") for the purposes of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "**PRM**"). This document constitutes the Final Terms relating to the issue of [Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes] described herein (referred to herein as the "**Notes**") for the purposes of the PRM. These Final Terms contain the final

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1 For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

2 To be deleted if no supplement to the Base Prospectus has been published or specify date of supplement, as applicable.

3 To be deleted where SBSA is the relevant Issuer. To be completed where SBG is the relevant Issuer, the Notes are Senior Notes, Flac Notes or Tier 2 Notes and Notes are offered in South Africa. Delete if Notes are not offered in South Africa or if the Notes are Additional Tier 1 Notes. Delete if no longer required by the Commercial Paper Regulations in relation to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes.

4 Delete as applicable.

5 Delete as applicable.

terms of the Notes and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.

[To the extent that there is any conflict or inconsistency between the contents of these Final Terms and the Conditions (other than in respect of the Reserved Flac Conditions), the provisions of these Final Terms shall prevail. To the extent that there is any conflict or inconsistency between any Reserved Flac Condition and the contents of these Final Terms, the provisions of such Reserved Flac Condition shall prevail, unless such Reserved Flac Condition has been amended, varied or modified by way of these Final Terms with the prior written approval of the Resolution Authority as contemplated in Condition 1(d)(v) of the Conditions in which event these Final Terms shall prevail in respect of such Reserved Flac Condition as so amended, varied or modified.][6]

Full information on the Issuer and the Notes described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at [[*address*] [and] [www.londonstockexchange.com]] and copies may be obtained from [*address*].

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.*]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of [the Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes] (the "**Conditions**") set forth in the base prospectus dated [*original date*]. These Final Terms contain the final terms of the Notes and must be read in conjunction with the base prospectus dated 30 September 2026 [and the supplemental base prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the PRM, save in respect of the Conditions which are extracted from the base prospectus dated [*original date*] and are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of the PRM.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is]/[are] available for viewing at [www.londonstockexchange.com]

1.	**Issuer**:		[The Standard Bank of South Africa Limited][7] [Standard Bank Group Limited]
	(i)	[Series Number:	[•]]
	(ii)	[Tranche Number:	[•]]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [•] on [the Issue Date] [the exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 28 below.]/[Not Applicable].]
2.	**Specified Currency or Currencies**:		[•]

[6] Only applies for Flac Notes. Delete if not applicable.
[7] Not applicable for Flac Notes, Tier 2 Notes and Additional Tier 1 Notes.

3.	**Aggregate Nominal Amount**:		
	(i)	Series:	[•]
	(ii)	Tranche:	[•]
4.	**Issue Price**:		[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*]]
	(i)	Specified Denominations:	[•]
	(ii)	Calculation Amount	[•]
	(i)	Issue Date:	[•]
	(ii)	Interest Commencement Date:	[•]
5.	**Maturity Date**:		[•][8] /[The Notes are perpetual and have no maturity date.][9]
6.	**Interest Basis**:		[[•] per cent. per annum Fixed Rate] [EURIBOR]/[SONIA]/[SOFR]/[Term SOFR] +/– [•] per cent. per annum Floating Rate] [Reset Notes] [Zero Coupon][10]
7.	**Redemption/Payment Basis**:		[Redemption at [par] [[•] per cent.]]
8.	**Put/Call Options**:		[Noteholder Put Option][11] [Issuer Call Option] [Issuer Clean Up Call] [Not Applicable]
9.	**Status of the Notes**:		[Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes]
	(i)	Additional Conditions	[[•] / None][12]
	(ii)	Date [Board] approval for issuance of Notes obtained:	[[•]/Not Applicable]

[8] Not applicable to Additional Tier 1 Notes.
[9] Applicable only to Additional Tier 1 Notes.
[10] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[11] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[12] Not Applicable to Senior Notes or Flac Notes.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

10	**Fixed Rate Note Provisions**:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear on each Interest Payment Date]
	(ii)	Interest Payment Date(s):	[•][and [•]] in each year [commencing on [•] and ending on and including the Maturity Date [13] /[•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 10(vi) below [for the purposes of payment only and not accrual]/not adjusted]
	(iii)	Fixed Coupon Amount[(s)]:	[[•] per Calculation Amount, payable on each Interest Payment Date/Not Applicable]
	(iv)	Broken Amount(s):	[[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]/Not Applicable]
	(v)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
	(vi)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment]
	(vii)	Additional Business Centre(s):	[•] [Not Applicable]
	(viii)	Unmatured coupons void:	Condition 12(f) (*Payments – Bearer Notes – Unmatured Coupons void*) is [Applicable / Not Applicable][14]

[13] Not applicable to Additional Tier 1 Notes.
[14] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.

11	**Floating Rate Note Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Specified Period:	[•] [Not Applicable]
	(ii)	Interest Payment Dates:	[•] [and [•]] in each year [commencing on [•] and ending on and including the Maturity Date [15] /[•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 11(iii) below/not adjusted]
	(iii)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment]
	(iv)	Additional Business Centre(s):	[•] [Not Applicable]
	(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(vi)	Calculation Agent (if not the Fiscal Agent):	[•]
	(vii)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
		• Reference Rate:	[EURIBOR]/[SONIA]/[SOFR]/[Term SOFR]
		• Interest Determination Date(s):	[•][16]
		• Relevant Screen Page:	[•] [Not Applicable]
		• Relevant Time:	[•] [Not Applicable]
		• Relevant Financial Centre:	[•] [Not Applicable]
		• Reference Banks:	[•] [Not Applicable]

[15] Not applicable to Additional Tier 1 Notes.

[16] To be at least 5 Business Days before the relevant Interest Payment Date where the Reference Rate is SONIA, SOFR or €STR, without the prior agreement of the Fiscal Agent. In the case of Term SOFR, to be the day that is two U.S. Government Securities Business Days preceding the first day of the relevant Interest Period (or any amended publication day for Term SOFR, as specified by the Term SOFR Administrator).

- Linear Interpolation: [Applicable/Not Applicable]
- Calculation Method: [Weighted Average/Compounded Daily/Index Determination/Not Applicable]
- Compounded Index: [SONIA Compounded Index/SOFR Compounded Index/Not Applicable]
- Observation Method: [Lag/Lock-out/Observation Shift/Not Applicable]
- Observation Look-back Period: [•] [Not Applicable][17]
- ARRC Fallbacks: [Applicable/Not Applicable][18]
- D: [365/360/[•]]
- Relevant Decimal Place: [Five/Seven/[•]]
- [Tenor for Term SOFR [3/6/12 months]]
- [Term SOFR Determination Date: [•]/[As per the Conditions]]

(viii) ISDA Determination: [Applicable/Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

- ISDA Definitions: [[2006] / [2021] ISDA Definitions]
- Floating Rate Option: [•]/[Overnight Floating Rate Option]/ [Compounded Index Floating Rate Option]
- Designated Maturity: [•]
- Reset Date: [•]
- Linear Interpolation: [Applicable/Not Applicable]
- Overnight Rate Compounding Method: [Not Applicable/Compounding with Lookback/Compounding with Observation Period Shift/Compounding with Lockout]

[17] The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise select "Not Applicable".

[18] Only applicable if SOFR is the Reference Rate.

	• Index Method:	[Not Applicable/Compounded Index Method with Observation Period Shift]
(ix)	Margin(s):	[+/-][•] per cent. per annum
(x)	Minimum Rate of Interest:	[•] per cent. per annum
(xi)	Maximum Rate of Interest:	[•] per cent. per annum
(xii)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual 365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
12	**Zero Coupon Note Provisions**	[Applicable/Not Applicable][19] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Accrual Yield:	[•] per cent. per annum
(ii)	Reference Price:	[•]
13	**Reset Note Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Initial Rate of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date [up to and including the First Reset Date]
(ii)	First Reset Margin:	[+/-][•] per cent. per annum
(iii)	Subsequent Reset Margin:	[[+/-][•] per cent. per annum/Not Applicable]
(iv)	Interest Payment Date(s):	[•] [and [•]] in each year [commencing on [•] and ending on and including the Maturity Date [20] /[•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below [for the purposes of payment only and not accrual]/not adjusted]
(v)	Fixed Coupon Amount to (but excluding) the First Reset Date:	[[•] per Calculation Amount/Not Applicable]

[19] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[20] Not applicable to Additional Tier 1 Notes.

(vi)	Broken Amount(s):	[[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]/Not Applicable]
(vii)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
(viii)	First Reset Date:	[•] [subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below]
(ix)	Second Reset Date:	[•] [subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below]/[Not Applicable]
(x)	Subsequent Reset Date(s):	[•] [and [•] [subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below]] [Not Applicable]
(xi)	Reset Reference Rate:	[Mid-Swap Rate/Reference Bond Rate/Sterling Reference Bond Rate/U.S. Treasury Rate]
(xii)	Initial Reference Rate:	[•] [Not Applicable]
(xiii)	Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate/Not Applicable]
	• Mid-Swap Floating Leg Benchmark Rate:	[EURIBOR]/[SONIA]/[SOFR]/[Term SOFR]
	• Fixed Leg Swap Payment Frequency	[•]
	• Mid-Swap Floating Leg Maturity:	[•]
	• Relevant Screen Page:	[•]
	• ARRC Fallbacks:	[Applicable/Not Applicable][21]
	• Term SOFR Determination Date:	[•]/[As per the Conditions]/[Not Applicable][22]

[21] Only applicable if SOFR or Term SOFR is the Mid-Swap Floating Leg Benchmark Rate

[22] Only applicable where the Mid-Swap Floating Leg Benchmark Rate is Term SOFR.

	(xiv)	Reference Bond Rate:	[Applicable/Not Applicable]
		• Reset Reference Bond:	[•]/[As per the Conditions]
	(xv)	Sterling Reference Bond Rate:	[Applicable/Not Applicable]
		• Reset Reference Bond:	[•]/[As per the Conditions]
	(xvi)	U.S. Treasury Rate:	[Applicable/Not Applicable]
		• Reset Reference Bond:	[•]/[As per the Conditions]
	(xvii)	Reset Reference Banks:	[•]/[As per the Conditions]
	(xviii)	Reset Business Centre(s):	[•]
	(xix)	Reset Determination Dates:	[•]/[As per the Conditions]
	(xx)	Reset Determination Time:	[•]/[As per the Conditions]
	(xxi)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [No Adjustment]
	(xxii)	Minimum Rate of Interest:	[[•] per cent. per annum/Not Applicable]
	(xxiii)	Maximum Rate of Interest:	[[•] per cent. per annum/Not Applicable]
	(xxiv)	Calculation Agent:	[•]
14.	**Floating Rate Reset Note Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(i)	Reset Date from which Floating Rate Reset Note Provisions apply:	[First Reset Date/Second Reset Date/Subsequent Reset Date]
	(ii)	Specified Period:	[•]
	(iii)	Interest Payment Dates:	[•] [and [•]] in each year [commencing on [•] and ending on and including the Maturity Date [23] /[•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 14(iv) below/not adjusted]

[23] Not applicable to Additional Tier 1 Notes.

(iv)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment]
(v)	Reset Business Centre(s):	[•] [Not Applicable]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(vii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent):	[•]
(viii)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[EURIBOR]/[SOFR]/[SONIA]/[Term SOFR]
	• Interest Determination Date(s):	[•][24]
	• Relevant Screen Page:	[•] [Not Applicable]
	• Relevant Time:	[•] [Not Applicable]
	• Relevant Financial Centre:	[•] [Not Applicable]
	• Reference Banks:	[•] [Not Applicable]
	• Linear Interpolation:	[Applicable/Not Applicable]
	• Calculation Method:	[Weighted Average/Compounded Daily/Index Determination/Not Applicable]
	• Compounded Index:	[SONIA Compounded Index/SOFR Compounded Index/Not Applicable]
	• Observation Method:	[Lag/Lock-out/Observation Shift/Not Applicable]

[24] To be at least 5 Business Days before the relevant Interest Payment Date where the Reference Rate is SONIA, SOFR or €STR, without the prior agreement of the Fiscal Agent.

	• Observation Look-back Period:	[•] [Not Applicable][25]
	• ARRC Fallbacks:	[Applicable/Not Applicable]
	• D:	[365/360/[•]]
	• Relevant Decimal Place:	[Five/Seven/[•]]
	• [Tenor for Term SOFR	[3/6/12 months]]
	• [Term SOFR Determination Date:	[•]/[As per the Conditions]
(ix)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	• ISDA Definitions:	[[2006]/[2021] ISDA Definitions]
	• Floating Rate Option:	[•]/[Overnight Floating Rate Option]/ [Compounded Index Floating Rate Option]
	• Designated Maturity:	[•]
	• Reset Date:	[•]
	• Linear Interpolation:	[Applicable/Not Applicable]
	• Overnight Rate Compounding Method:	[Not Applicable/Compounding with Lookback/Compounding with Observation Period Shift/Compounding with Lockout]
	• Index Method:	[Not Applicable/Compounded Index Method with Observation Period Shift]
(x)	Margin(s):	[+/-][•] per cent. per annum
(xi)	Minimum Rate of Interest:	[•] per cent. per annum
(xii)	Maximum Rate of Interest:	[•] per cent. per annum

[25] The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise select "Not Applicable".

	(xiii)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

15.	**Issuer Call Option**		[Applicable/Not Applicable]
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
	(iii)	Notice period:	[•]/[As set out in the Conditions]
	(iv)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[•] per Calculation Amount
		(b) Maximum Redemption Amount:	[•] per Calculation Amount
16.	**Issuer Clean Up Call**		[Applicable/Not Applicable]
	(i)	Early Redemption Amount:	[•] per Calculation Amount
	(ii)	Clean Up Call Percentage:	[•]/[As set out in the Conditions]
	(iii)	Notice period:	[•]/[As set out in the Conditions]
17.	**Noteholder Put Option**[26]		[Applicable/Not Applicable]
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•]

[26] Not Applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.

18.	**Optional Redemption for tax reasons or upon a Change in Law**:	[Applicable/Not Applicable][27]
	(i) Notice period:	[•]/[As set out in the Conditions]
19.	**Final Redemption Amount of each Note**	[Not Applicable / [•] per Calculation Amount]
20.	**Early Redemption Amount**	
	(i) Early Redemption Amount(s):	[•] per Calculation Amount
21.	**Early Termination Amount**	[Applicable/Not Applicable]
	(i) Early Termination Amount:	[•] per Calculation Amount
22.	**Substitution or Variation**:	[Applicable/Not Applicable][28]
23.	**Substitution or Variation upon a Change in Law**:	[Applicable/Not Applicable][29]
24.	**Amendment Option to disapply Non-Viability Loss Absorption Condition**:	[Applicable/Not Applicable][30]
25.	**Write-off Period**:	[•]/[As set out in the Conditions][31]
26.	**Liability Accounted**:	[Applicable/Not Applicable][32]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27.	**Form of Notes:**	Bearer Notes:[33] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] [Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

27 Applicable to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes only.
28 Applicable to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes only.
29 Applicable to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes only.
30 Applicable to Tier 2 Notes and Additional Tier 1 Notes only.
31 Applicable to Tier 2 Notes and Additional Tier 1 Notes only.
32 Applicable to Additional Tier 1 Notes only. Mark Not Applicable if the Additional Tier 1 Notes are not Liability Accounted by the Issuer or if the Issuer does not require Condition 8(f) (*Payment of interest following a Capital Disqualification Event*) of the Additional Tier 1 Conditions to apply.
33 Flac Notes, Tier 2 Notes and Additional Tier 1 Notes cannot be issued in bearer form.

		Registered Notes: Global Registered Note Certificate exchangeable for individual Note Certificates on [•] days' notice/at any time/in the limited circumstances specified in the Global Registered Note Certificate
28.	**Additional Financial Centre(s):**	[•]
29.	**Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):**	[Yes] [No.]
30.	**Commercial Paper Regulations:**	[Not Applicable/Applicable – see Part B (*Other Information*) to these Final Terms]

DISTRIBUTION

31.	**Method of distribution**:	[Syndicated/Non-syndicated]
	(i) If syndicated, names of Managers:	[•] [Not Applicable]
	(ii) Date of Subscription Agreement:	[•] [Not Applicable]
32.	**If non-syndicated, name and address of Dealer**:	[•] [Not Applicable]
33.	**Stabilisation Manager(s)**:	[•] [Not Applicable]
34.	**U.S. Selling Restrictions**:	[Reg. S Compliance Category 2]/[TEFRA C]/[TEFRA D/TEFRA not applicable]
35.	**Total commission and concession**:	[•] per cent. of the Aggregate Nominal Amount

THIRD PARTY INFORMATION

[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.][Not Applicable]

[ADMISSION TO TRADING

These Final Terms comprise the final terms required for the Notes described herein to be admitted to trading on the [Main Market of the London Stock Exchange] pursuant to the U.S.$4,000,000,000 Euro Medium Term Note Programme of The Standard Bank of South Africa Limited and Standard Bank Group Limited.]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B OTHER INFORMATION

1. **LISTING**

(i)	Listing:	London
(ii)	Admission to trading:	Application has been made for the Notes to be admitted to trading on the Main Market of the London Stock Exchange with effect from [•].
(iii)	Estimate of total expenses related to admission to trading:	[•]

2. **RATING**

Ratings: [The Notes to be issued have not been rated.]

[The Notes to be issued have been rated:

[Moody's: [•]]

[Fitch: [•]]

[[Fitch] is established in the United Kingdom and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK CRA Regulation**"). The rating Fitch has assigned is endorsed by [Fitch Ratings Ireland] which is established in the EEA and is registered under Regulation (EU) No 1060/2009 (the "**EU CRA Regulation**").]

[Moody's] is established in the EEA and is registered under [the EU CRA Regulation] [Regulation (EU) No 1060/2009, as amended]. The rating Moody's has assigned is endorsed by [Moody's Investor Services Limited] which is established in the UK and is registered in accordance with [the UK CRA Regulation] [Regulation (EC) No. 1060/2009 as it forms part of domestic law of the UK by virtue of the EUWA].]

[*Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*.]

3. **REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS**

Reasons for the offer:	[General corporate purposes]/ [The Notes are issued as [Green Bonds]/ [Social Bonds]/ [Sustainability Bonds], [further particulars (including investment category and eligibility criteria) to be provided]]/ [[The Notes are issued for the purposes of qualifying as Flac Instruments of the Issuer] /[The Notes are issued for the purposes of qualifying as Tier 2 Capital of the Issuer] /[The Notes are issued for the purposes of qualifying as Additional Tier 1 Capital of the Issuer]
Estimated net proceeds:	[•]

4. **YIELD**

Indication of yield:	[•]

5. **[DISCLOSURES REQUIRED UNDER THE COMMERCIAL PAPER REGULATIONS PARAGRAPHS - 3(5)(A) TO 3(5)(J)][34]**

Aggregate amount of commercial paper (as defined in the Commercial Paper Regulations) issued by the Issuer prior to the Issue Date:	[•]
To the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue during the Issuer's current financial year "commercial paper" (as defined in the Commercial Paper Regulations) in the following aggregate amount (excluding this Tranche of Notes):	[•]

6. **OPERATIONAL INFORMATION**

Trade Date	[•]
ISIN:	[•]
Common Code:	[•]

[34] To be deleted where SBSA is the relevant Issuer. To be completed where SBG is the relevant Issuer, the Notes are Senior Notes, Flac Notes or Tier 2 Notes and Notes are offered in South Africa. Delete if Notes are not offered in South Africa or if the Notes are Additional Tier 1 Notes. Delete if no longer required by the Commercial Paper Regulations in relation to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes.

CFI:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
FISN:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available] (If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):	[Not Applicable/[•]]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) if any:	[•]
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation]/[As far as the Bank is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation/the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [*administrator legal name*] is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence)]/[Not Applicable]

FORM OF PRICING SUPPLEMENT

Pricing Supplement dated [•]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH THE PROSPECTUS RULES: ADMISSION TO TRADING ON A REGULATED MARKET SOURCEBOOK (THE "PRMs") IN CONNECTION WITH THIS ISSUE OF NOTES. THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY HAS NEITHER REVIEWED NOR APPROVED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT

[**EU MiFID II product governance/Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**EU MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom ("**UK**") by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**") ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any [person subsequently offering, selling or recommending the Notes (a "**distributor**") / distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, "**EU MiFID II**") / EU MiFID II]; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the [United Kingdom ("**UK**") / UK]. For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admission to Trading Regulations 2024. Consequently, no disclosure document required by the

FCA Product Disclosure Sourcebook (the "**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

SINGAPORE SECURITIES AND FUTURES ACT 2001 (the "SFA") PRODUCT CLASSIFICATION – [In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are]/[are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products).][1]

[THE STANDARD BANK OF SOUTH AFRICA LIMITED
(Registration Number 1962/000738/06)

Legal Entity Identifier: QFC8ZCW3Q5PRXU1XTM60][2]

[STANDARD BANK GROUP LIMITED
(Registration Number 1969/017128/06)

Legal Entity Identifier: 2549003PEZXUT7MDBU41][3]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.$4,000,000,000
Euro Medium Term Note Programme

PART A CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of [the Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes] (the "**Conditions**") set forth in the base prospectus dated 30 September 2026 [and the supplement to the base prospectus dated [•] which [together] constitute[s] a base prospectus] (the "**Base Prospectus**"). This Pricing Supplement contains the final terms of the [Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes] described herein (referred to herein as the "**Notes**") and must be read in conjunction with the Base Prospectus.

[To the extent that there is any conflict or inconsistency between the contents of these Final Terms and the Conditions (other than in respect of the Reserved Flac Conditions), the provisions of these Final Terms shall prevail. To the extent that there is any conflict or inconsistency between any Reserved Flac Condition and the contents of these Final Terms, the provisions of such Reserved Flac Condition shall prevail, unless such Reserved Flac Condition has been amended, varied or modified by way of these Final Terms with the prior written approval of the Resolution Authority as contemplated in Condition 1(d)(v) of the Conditions in which event these Final Terms shall prevail in respect of such Reserved Flac Condition as so amended, varied or modified.][4]

Full information on the Issuer and the Notes described herein is only available on the basis of a combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus is available for viewing at [[*address*] [and] [www.londonstockexchange.com]] and copies may be obtained from [*address*].

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1 For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.
2 Delete as applicable.
3 Delete as applicable.
4 Only applies for Flac Notes. Delete if not applicable.

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.*]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of [the Senior Notes / Flac Notes / Tier 2 Notes / Additional Tier 1 Notes] (the "**Conditions**") set forth in the base prospectus dated [*original date*]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the base prospectus dated 30 September 2026 [and the supplemental base prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") save in respect of the Conditions which are extracted from the base prospectus dated [*original date*] and are incorporated by reference in the Base Prospectus.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is]/[are] available for viewing at [*address*].]

1.	**Issuer**:		[The Standard Bank of South Africa Limited][5] [Standard Bank Group Limited]
	(i)	[Series Number:	[•]]
	(ii)	[Tranche Number:	[•]]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [•] on [the Issue Date] [the exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 28 below.] [Not Applicable].]
2.	**Specified Currency or Currencies**:		[•]
3.	**Aggregate Nominal Amount**:		
	(i)	Series:	[•]
	(ii)	Tranche:	[•]
4.	**Issue Price**:		[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*]]
	(i)	Specified Denominations:	[•]
	(ii)	Calculation Amount	[•]
	(i)	Issue Date:	[•]
	(ii)	Interest Commencement Date:	[•]
5.	**Maturity Date**:		[•] [6] [The Notes are perpetual and have no maturity date.][7]

[5] Not applicable for Flac Notes, Tier 2 Notes and Additional Tier 1 Notes.
[6] Not applicable to Additional Tier 1 Notes.
[7] Applicable only to Additional Tier 1 Notes.

6.	**Interest Basis**:		[[•] per cent. per annum Fixed Rate] [EURIBOR] [SONIA] [SOFR] [Term SOFR] [*Other*] [+/– [•] per cent. per annum Floating Rate] [Reset Notes] [Zero Coupon][8] [Other]
7.	**Redemption/Payment Basis**:		[Redemption at [par] [[•] per cent.]]
8.	**Put/Call Options**:		[Noteholder Put Option][9] [Issuer Call Option] [Issuer Clean Up Call] [Not Applicable]
9.	**Status of the Notes**:		[Senior Notes] [Flac Notes] [Tier 2 Notes] [Additional Tier 1 Notes]
	(i)	Additional Conditions	[•] [None][10]
	(ii)	Date [Board] approval for issuance of Notes obtained:	[•] [Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

10.	**Fixed Rate Note Provisions**:		[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear on each Interest Payment Date]
	(ii)	Interest Payment Date(s):	[•][and [•]] in each year [commencing on [•] and ending on and including the Maturity Date[11]] [•], [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 10(vi) below [for the purposes of payment only and not accrual] [not adjusted]
	(iii)	Fixed Coupon Amount[(s)]:	[[•] per Calculation Amount, payable on each Interest Payment Date] [Not Applicable]

[8] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[9] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[10] Not Applicable to Senior Notes or Flac Notes.
[11] Not applicable to Additional Tier 1 Notes.

	(iv)	Broken Amount(s):	[[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]/Not Applicable]
	(v)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)] [*Other*]
	(vi)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment]
	(vii)	Additional Business Centre(s):	[•] [Not Applicable]
	(viii)	Unmatured coupons void:	Condition 12(f) (*Payments – Bearer Notes – Unmatured Coupons void*) is [Applicable / Not Applicable][12]
11.	**Floating Rate Note Provisions**		[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Specified Period:	[•] [Not Applicable]
	(ii)	Interest Payment Dates:	[•] [and [•]] in each year [commencing on [•] and ending on and including the Maturity Date[13]] [•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 11(iii) below] [not adjusted]
	(iii)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment] [*Other*]
	(iv)	Additional Business Centre(s):	[•] [Not Applicable]
	(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/Other]
	(vi)	Calculation Agent (if not the Fiscal Agent):	[•]

[12] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[13] Not applicable to Additional Tier 1 Notes.

(vii)	Screen Rate Determination:	[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[EURIBOR] [SONIA] [SOFR] [Term SOFR] [Other]
	• Interest Determination Date(s):	[•][14]
	• Relevant Screen Page:	[•] [Not Applicable]
	• Relevant Time:	[•] [Not Applicable]
	• Relevant Financial Centre:	[•] [Not Applicable]
	• Reference Banks:	[•] [Not Applicable]
	• Linear Interpolation:	[Applicable] [Not Applicable]
	• Calculation Method:	[Weighted Average] [Compounded Daily] [Index Determination] [Not Applicable]
	• Compounded Index:	[SONIA Compounded Index] [SOFR Compounded Index] [Not Applicable]
	• Observation Method:	[Lag] [Lock-out] [Observation Shift] [Not Applicable]
	• Observation Look-back Period:	[•] [Not Applicable][15]
	• ARRC Fallbacks:	[Applicable] [Not Applicable][16]
	• D:	[365/360/[•]]
	• Relevant Decimal Place:	[Five/Seven/[•]]
	• [Tenor for Term SOFR	[3/6/12 months]]
	• [Term SOFR Determination Date:	[•] [As per the Conditions]]
(viii)	ISDA Determination:	[Applicable] [Not Applicable]

[14] To be at least 5 Business Days before the relevant Interest Payment Date where the Reference Rate is SONIA, SOFR or €STR, without the prior agreement of the Fiscal Agent. In the case of Term SOFR, to be the day that is two U.S. Government Securities Business Days preceding the first day of the relevant Interest Period (or any amended publication day for Term SOFR, as specified by the Term SOFR Administrator).

[15] The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise select "Not Applicable".

[16] Only applicable if SOFR is the Reference Rate.

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

- ISDA Definitions: [[2006] [2021] ISDA Definitions]
- Floating Rate Option: [•] [Overnight Floating Rate Option] [Compounded Index Floating Rate Option]
- Designated Maturity: [•]
- Reset Date: [•]
- Linear Interpolation: [Applicable] [Not Applicable]
- Overnight Rate Compounding Method: [Not Applicable] [Compounding with Lookback] [Compounding with Observation Period Shift] [Compounding with Lockout]
- Index Method: [Not Applicable] [Compounded Index Method with Observation Period Shift]

(ix) Margin(s): [+/-][•] per cent. per annum

(x) Minimum Rate of Interest: [•] per cent. per annum

(xi) Maximum Rate of Interest: [•] per cent. per annum

(xii) Day Count Fraction: [Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]

12. **Zero Coupon Note Provisions** [Applicable] [Not Applicable][17]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Accrual Yield: [•] per cent. per annum

(ii) Reference Price: [•]

13. **Reset Note Provisions** [Applicable] [Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Initial Rate of Interest: [•] per cent. per annum payable in arrear on each Interest Payment Date [up to and including the First Reset Date]

(ii) First Reset Margin: [+/-][•] per cent. per annum

[17] Not applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.

(iii)	Subsequent Reset Margin:	[[+/-][•] per cent. per annum] [Not Applicable]
(iv)	Interest Payment Date(s):	[•] [and [•]] in each year [commencing on [•] and ending on and including the Maturity Date[18]] [•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below [for the purposes of payment only and not accrual] [not adjusted]
(v)	Fixed Coupon Amount to (but excluding) the First Reset Date:	[[•] per Calculation Amount] [Not Applicable]
(vi)	Broken Amount(s):	[[•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]/Not Applicable]
(vii)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
(viii)	First Reset Date:	[•] [subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below]
(ix)	Second Reset Date:	[•] [subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below] [Not Applicable]
(x)	Subsequent Reset Date(s):	[•] [and [•] [subject to adjustment in accordance with the Business Day Convention set out in paragraph 13(xxi) below]] [Not Applicable]
(xi)	Reset Reference Rate:	[Mid-Swap Rate] [Reference Bond Rate] [Sterling Reference Bond Rate] [U.S. Treasury Rate]
(xii)	Initial Reference Rate:	[•] [Not Applicable]
(xiii)	Mid-Swap Rate:	[Single Mid-Swap Rate] [Mean Mid-Swap Rate] [Not Applicable]
	• Mid-Swap Floating Leg Benchmark Rate:	[EURIBOR] [SONIA] [SOFR] [Term SOFR]
	• Fixed Leg Swap Payment Frequency	[•]

[18] Not applicable to Additional Tier 1 Notes.

	• Mid-Swap Floating Leg Maturity:	[•]
	• Relevant Screen Page:	[•]
	• ARRC Fallbacks:	[Applicable] [Not Applicable][19]
	• Term SOFR Determination Date:	[•]/[As per the Conditions]/[Not Applicable][20]
(xiv)	Reference Bond Rate:	[Applicable/Not Applicable]
	• Reset Reference Bond:	[•]/[As per the Conditions]
(xv)	Sterling Reference Bond Rate:	[Applicable/Not Applicable]
	• Reset Reference Bond:	[•]/[As per the Conditions]
(xvi)	U.S. Treasury Rate:	[Applicable/Not Applicable]
	• Reset Reference Bond:	[•]/[As per the Conditions]
(xvii)	Reset Reference Banks:	[•]/[As per the Conditions]
(xviii)	Reset Business Centre(s):	[•]
(xix)	Reset Determination Dates:	[•]/[As per the Conditions]
(xx)	Reset Determination Time:	[•]/[As per the Conditions]
(xxi)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [No Adjustment]
(xxii)	Minimum Rate of Interest:	[[•] per cent. per annum] [Not Applicable]
(xxiii)	Maximum Rate of Interest:	[[•] per cent. per annum] [Not Applicable]
(xxiv)	Calculation Agent:	[•]
14.	**Floating Rate Reset Note Provisions**	[Applicable] [Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
(i)	Reset Date from which Floating Rate Reset Note Provisions apply:	[First Reset Date] [Second Reset Date] [Subsequent Reset Date] [Other]
(ii)	Specified Period:	[•]

[19] Only applicable if SOFR or Term SOFR is the Mid-Swap Floating Leg Benchmark Rate

[20] Only applicable where the Mid-Swap Floating Leg Benchmark Rate is Term SOFR.

(iii)	Interest Payment Dates:	[•] [and [•]] in each year [commencing on [•] and ending on and including the Maturity Date[21]] [•],] [in each case subject to adjustment in accordance with the Business Day Convention set out in paragraph 14(iv) below] [not adjusted]
(iv)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment] [Other]
(v)	Reset Business Centre(s):	[•] [Not Applicable]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/Other]
(vii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent):	[•]
(viii)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[EURIBOR]/[SOFR]/[SONIA]/[Term SOFR]
	• Interest Determination Date(s):	[•][22]
	• Relevant Screen Page:	[•] [Not Applicable]
	• Relevant Time:	[•] [Not Applicable]
	• Relevant Financial Centre:	[•] [Not Applicable]
	• Reference Banks:	[•] [Not Applicable]
	• Linear Interpolation:	[Applicable/Not Applicable]
	• Calculation Method:	[Weighted Average/Compounded Daily/Index Determination/Not Applicable]
	• Compounded Index:	[SONIA Compounded Index/SOFR Compounded Index/Not Applicable]
	• Observation Method:	[Lag/Lock-out/Observation Shift/Not Applicable]

[21] Not applicable to Additional Tier 1 Notes.

[22] To be at least 5 Business Days before the relevant Interest Payment Date where the Reference Rate is SONIA, SOFR or €STR, without the prior agreement of the Fiscal Agent.

	• Observation Look-back Period:	[•]/[Not Applicable][23]
	• ARRC Fallbacks:	[Applicable/Not Applicable]
	• D:	[365/360/[•]]
	• Relevant Decimal Place:	[Five/Seven/[•]]
	• [Tenor for Term SOFR	[3/6/12 months]]
	• [Term SOFR Determination Date:	[•] [As per the Conditions]]
(ix)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	• ISDA Definitions:	[[2006]/[2021] ISDA Definitions]
	• Floating Rate Option:	[•]/[Overnight Floating Rate Option]/[Compounded Index Floating Rate Option]
	• Designated Maturity:	[•]
	• Reset Date:	[•]
	• Linear Interpolation:	[Applicable/Not Applicable]
	• Overnight Rate Compounding Method:	[Not Applicable/Compounding with Lookback/Compounding with Observation Period Shift/Compounding with Lockout]
	• Index Method:	[Not Applicable/Compounded Index Method with Observation Period Shift]
(x)	Margin(s):	[+/-][•] per cent. per annum
(xi)	Minimum Rate of Interest:	[•] per cent. per annum
(xii)	Maximum Rate of Interest:	[•] per cent. per annum
(xiii)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]

[23] The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise select "Not Applicable".

PROVISIONS RELATING TO REDEMPTION

15.	**Issuer Call Option**		[Applicable] [Not Applicable]
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
	(iii)	Notice period :	[•]/[As set out in the Conditions]
	(iv)	If redeemable in part:	
		(a) Minimum Redemption Amount:	[•] per Calculation Amount
		(b) Maximum Redemption Amount:	[•] per Calculation Amount
16.	**Issuer Clean Up Call**		[Applicable/Not Applicable]
	(i)	Early Redemption Amount:	[•] per Calculation Amount
	(ii)	Clean Up Call Percentage:	[•]/[As set out in the Conditions]
	(iii)	Notice period:	[•]/[As set out in the Conditions]
17.	**Noteholder Put Option**[24]		[Applicable/Not Applicable]
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•]
18.	**Optional Redemption for tax reasons or upon a Change in Law**:		[Applicable/Not Applicable][25]
	(i)	Notice period:	[•]/[As set out in the Conditions]
19.	**Final Redemption Amount of each Note**		[Not Applicable / [•] per Calculation Amount]
20.	**Early Redemption Amount**		
	(i)	Early Redemption Amount(s):	[•] per Calculation Amount

[24] Not Applicable to Flac Notes, Tier 2 Notes or Additional Tier 1 Notes.
[25] Applicable to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes only.

21.	**Early Termination Amount**	[Applicable/Not Applicable]
	(i) Early Termination Amount:	[•] per Calculation Amount
22.	**Substitution or Variation**:	[Applicable/Not Applicable][26]
23.	**Substitution or Variation upon a Change in Law**:	[Applicable/Not Applicable][27]
24.	**Amendment Option to disapply Non-Viability Loss Absorption Condition**:	[Applicable/Not Applicable][28]
25.	**Write-off Period**:	[•]/[As set out in the Conditions]
26.	**Liability Accounted**:	[Applicable/Not Applicable][29]
27.	**Other final terms or additional conditions**: *(consider if additional risk factors are required)*	[Not Applicable] [give details]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

28.	**Form of Notes:**	Bearer Notes:[30] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] [Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] Registered Notes: Global Registered Note Certificate exchangeable for individual Note Certificates on [•] days' notice/at any time/in the limited circumstances specified in the Global Registered Note Certificate

[26] Applicable to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes only.
[27] Applicable to Flac Notes, Tier 2 Notes and Additional Tier 1 Notes only.
[28] Applicable to Tier 2 Notes and Additional Tier 1 Notes only.
[29] Applicable to Additional Tier 1 Notes only. Mark Not Applicable if the Additional Tier 1 Notes are not Liability Accounted by the Issuer or if the Issuer does not require Condition 8(f) (*Payment of interest following a Capital Disqualification Event*) of the Additional Tier 1 Conditions to apply.
[30] Flac Notes, Tier 2 Notes and Additional Tier 1 Notes cannot be issued in bearer form.

29.	**Additional Financial Centre(s):**	[•]
30.	**Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):**	[Yes] [No]
31.	**Commercial Paper Regulations:**	[Not Applicable] [Applicable – see Annexure "A" (*Commercial Paper Regulations*) to this Pricing Supplement]

DISTRIBUTION

32.	**Method of distribution**:	[Syndicated] [Non-syndicated]
	(i) If syndicated, names of Managers:	[•] [Not Applicable]
	(ii) Date of Subscription Agreement:	[•] [Not Applicable]
33.	**If non-syndicated, name and address of Dealer**:	[•] [Not Applicable]
34.	**Stabilisation Manager(s)**:	[•] [Not Applicable]
35.	**U.S. Selling Restrictions**:	[Reg. S Compliance Category 2] [TEFRA C] [TEFRA D] [TEFRA not applicable]
36	**Total commission and concession**:	[•] per cent. of the Aggregate Nominal Amount

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THIRD PARTY INFORMATION

[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.][Not Applicable]

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue [and] [admission to trading on [specify relevant market]] of the Notes described herein pursuant to the U.S.$4,000,000,000 Euro Medium Term Note Programme of The Standard Bank of South Africa Limited and Standard Bank Group Limited.

Signed on behalf of the Issuer:

By:

Duly authorised

PART B OTHER INFORMATION

1. **LISTING**

(i)	Listing:	[Application [has been made] [is expected to be made for the Notes to be listed on [•] with effect from [•].] [Not Applicable]
(ii)	Admission to trading:	[Application [has been made] [is expected to be made] for the Notes to be admitted to trading on [•] with effect from [•].] [Not Applicable]
(iii)	Estimate of total expenses related to admission to trading:	[•]

2. **RATING**

Ratings: [The Notes to be issued have not been rated.]

[The Notes to be issued have been rated:

[Moody's: [•]]

[Fitch: [•]]

[[Fitch] is established in the United Kingdom and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK CRA Regulation**"). The rating Fitch has assigned is endorsed by [Fitch Ratings Ireland] which is established in the EEA and is registered under Regulation (EU) No 1060/2009 (the "**EU CRA Regulation**").]

[Moody's] is established in the EEA and is registered under [the EU CRA Regulation] [Regulation (EU) No 1060/2009, as amended]. The rating Moody's has assigned is endorsed by [Moody's Investor Services Limited] which is established in the UK and is registered in accordance with [the UK CRA Regulation] [Regulation (EC) No. 1060/2009 as it forms part of domestic law of the UK by virtue of the EUWA].]

[*Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*.]

3. **REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS**

Reasons for the offer:	[General corporate purposes] [The Notes are issued as [Green Bonds] [Social Bonds] [Sustainability Bonds], [further particulars (including investment category and eligibility criteria) to be provided]] [[The Notes are issued for the purposes of qualifying as Flac Instruments of the Issuer] [The Notes are issued for the purposes of qualifying as Tier 2 Capital of the Issuer] [The Notes are issued for the purposes of qualifying as Additional Tier 1 Capital of the Issuer]
Estimated net proceeds:	[•]

4. **YIELD**

Indication of yield:	[•]

5. **OPERATIONAL INFORMATION**

Trade Date:	[•]
ISIN:	[•]
Common Code:	[•]
CFI:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] [Not Applicable] [Not Available]
FISN:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] [Not Applicable] [Not Available] (If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):	[Not Applicable] [•]
Delivery:	Delivery [against] [free of] payment
Name and address of additional Paying Agent(s) if any:	[•]
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears] [does not appear]] in the

register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation] [As far as the Bank is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation/the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [*administrator legal name*] is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence)] [Not Applicable]

ANNEXURE "A" TO THE PRICING SUPPLEMENT

COMMERCIAL PAPER REGULATIONS

promulgated in terms of the Banks Act under Government Notice number 2172 published in Government Gazette number 16167, dated 14 December 1994

Disclosure requirements in terms of paragraph 3(5) of the Commercial Paper Regulations

The information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is set out in this Annexure "A" (except where such information is disclosed in the Base Prospectus and/or the Pricing Supplement):

1. **Issuer and Ultimate Borrower** (paragraph 3(5)(a) of the Commercial Paper Regulations)

   The Issuer of the relevant Tranche of Notes is Standard Bank Group Limited (incorporated with limited liability under registration number 1969/017128/06 in South Africa).

   The "*ultimate borrower*" is [the Issuer] [specify other].

2. **Going concern** (paragraph 3(5)(b) of the Commercial Paper Regulations)

   The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.

3. **Auditor** (paragraph 3(5)(c) of the Commercial Paper Regulations)

   The auditors of the Issuer as at the Issue Date are [●] and [●].

   [●] and [●] have acted as the auditors of the Issuer's latest audited financial statements.

4. **Total amount of Commercial Paper** (paragraph 3(5)(d) of the Commercial Paper Regulations)

   (a) [The Issuer has not, prior to the Issue Date, issued any "*commercial paper*" (as defined in the Commercial Paper Regulations).]

   [The Issuer has, prior to the Issue Date, issued *"commercial paper"* (as defined in the Commercial Paper Regulations) in an aggregate amount of U.S.$[●].]

   (b) [As at Issue Date, to the best of the Issuer's knowledge and belief, the Issuer estimates that it will not issue any *"commercial paper"* (as defined in the Commercial Paper Regulations) during the Issuer's current financial year (excluding this Tranche of Notes).]

   [As at Issue Date, to the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue *"commercial paper"* (as defined in the Commercial Paper Regulations) in an aggregate amount of U.S.$[●] during the Issuer's current financial year (excluding this Tranche of Notes).]

5. **Other information** (paragraph 3(5)(e) of the Commercial Paper Regulations)

   All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in this Tranche of Notes is contained in the Base Prospectus and the Pricing Supplement.

6. **Material adverse change** (paragraph 3(5)(f) of the Commercial Paper Regulations)

   Save as disclosed in the Base Prospectus [and as set out below], there has been no material adverse change in the Issuer's financial position since the date of the Issuer's last audited financial statements.

   [*give details, if applicable*]

7. **Listing** (paragraph 3(5)(g) of the Commercial Paper Regulations)

   This Tranche of Notes will be [unlisted] [listed on [*specify market*]].

8. **Use of proceeds** (paragraph 3(5)(h) of the Commercial Paper Regulations)

[The proceeds of the issue of this Tranche of Notes will be used by the Issuer for its general corporate purposes] [*specify other*]

9. **Security** (paragraph 3(5)(i) of the Commercial Paper Regulations)

This Tranche of Notes is [secured] [unsecured].

10. **Auditor's confirmation** (paragraph 3(5)(j) of the Commercial Paper Regulations)

[[●], being one of the Issuer's auditors as at the Issue Date,] [●] and [●], the joint statutory auditors of the Issuer as at the Issue Date,] have confirmed in writing that nothing has come to their attention which causes them to believe that the issue of this Tranche of Notes under the Programme, pursuant to the Base Prospectus (as read with the Pricing Supplement) does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

11. **Audited financial statements** (paragraphs 3(5)(j)(i) and (j)(ii) of the Commercial Paper Regulations)

Where, in relation to the issue and placing of this Tranche of Notes, the Base Prospectus and/or the Pricing Supplement is distributed and/or made available for inspection in South Africa, a copy of the Issuer's latest audited annual financial statements will at all times separately accompany (either by electronic delivery or by physical delivery) the Base Prospectus and/or the Pricing Supplement, as required by the Commercial Paper Regulations.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note in respect of Senior Notes will be in bearer or registered form and each Global Note in respect of Subordinated Notes will in registered form only. Consequently, in relation to any Tranche of Notes represented by a Global Registered Note Certificate, references in the applicable Conditions to "Noteholders" are references to the registered holder of the relevant Global Registered Note Certificate which, for so long as the Global Registered Note Certificate is registered in the name of a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary. In relation to any Tranche of Senior Notes represented by a Global Note in bearer form, references in the applicable Conditions to "Noteholder" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary will be that depositary or common depositary.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note or a Global Registered Note Certificate (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the relevant Issuer to the holder of such Global Note or Global Registered Note Certificate and in relation to all other rights arising under such Global Note or Global Registered Note Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note or Global Registered Note Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Note or Global Registered Note Certificate, Accountholders shall have no claim directly against the relevant Issuer in respect of payments due under the Notes and such obligations of the relevant Issuer will be discharged by payment to the holder of such Global Note or Global Registered Note Certificate.

Conditions applicable to Global Notes and Global Registered Note Certificates

Each Global Note and Global Registered Note Certificate will contain provisions which modify the applicable Conditions as they apply to the Global Note or Global Registered Note Certificate. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note or Global Registered Note Certificate which, according to the applicable Conditions, require presentation and/or surrender of a Note, Note Certificate or (in the case of Senior Notes only) Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Global Registered Note Certificate to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the relevant Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the relevant Issuer shall procure that the payment is noted in a schedule thereto.

Payment Business Day: In the case of a Global Note, or a Global Registered Note Certificate, shall be, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of a Global Registered Note Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note Certificate is being held is open for business. Where payment in respect of a Global Registered Note

Certificate is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

Exercise of put option: In order to exercise the option relating to Senior Notes (if applicable) contained in Condition 10(e) (*Redemption at the option of Noteholders*) of the Senior Conditions, the bearer of the Permanent Global Note or the holder of a Global Registered Note Certificate must, within the period specified in the Senior Conditions for the deposit of the relevant Note Certificate and Put Option Notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Senior Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option (if applicable) contained in Condition 11(c) (*Redemption at the option of the Issuer*) of the Senior Conditions, Condition 9(c) (*Redemption at the option of the Issuer*) of the Flac Conditions, Condition 10(c) (*Redemption at the option of the Issuer*) of the Tier 2 Conditions, or Condition 11(d) (*Redemption at the option of the Issuer*) of the Additional Tier 1 Conditions, in relation to some only of the Notes, the Permanent Global Note or Global Registered Note Certificate may be redeemed in part in the principal amount specified by the relevant Issuer in accordance with the applicable Conditions and the Notes to be redeemed will not be selected as provided in the applicable Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg.

Notices: Notwithstanding Condition 21 (*Notices*) of the Senior Conditions, Condition 18 (*Notices*) of the Flac Conditions, Condition 19 (*Notices*) of the Tier 2 Conditions, or Condition 20 (*Notices*) of the Additional Tier 1 Conditions, while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note Certificate and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note Certificate, is deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 21 (*Notices*) of the Senior Conditions, Condition 18 (*Notices*) of the Flac Conditions, Condition 19 (*Notices*) of the Tier 2 Conditions, or Condition 20 (*Notices*) of the Additional Tier 1 Conditions on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Notes will be applied by the relevant Issuer for its general corporate purposes, unless specified otherwise in the applicable Final Terms.

In particular, if so specified in the "Reasons for the offer" section of the applicable Final Terms, the relevant Issuer intends to apply the net proceeds (or an equivalent amount) of an issue of Notes specifically to finance and/or refinance, in whole or in part, green, social or sustainable projects as contemplated in the Standard Bank Group's Sustainable Finance Fundraising and Product Framework of May 2026 (the "**Sustainable Finance Framework**"), which is available to view on the website of SBG. Any Notes issued in accordance with the terms of the Sustainable Finance Framework may also be referred to as, respectively, "**Green Bonds**", "**Social Bonds**" and "**Sustainability Bonds**".

The proceeds of Green Bonds, Social Bonds or Sustainability Bonds must be used on green, social or sustainable projects which meet the applicable eligibility criteria set out in the Sustainable Finance Framework.

The Sustainable Finance Framework is aligned with the 2021 version of the Sustainability Bond Guidelines published by the International Capital Market Association ("**ICMA**"), the ICMA Green Bond Principles 2021, the ICMA Social Bond Principles 2021, the Green Loan Principles 2023 administered by the Loan Market Association, the Asia Pacific Loan Market Association and Loan Syndications & Trading Association ("**LSTA**") and the LSTA Social Loan Principles 2023.

The Sustainable Finance Framework and the second party opinion issued by ISS Corporate Solutions, Inc. ("**ISS-Corporate**") in relation to the Sustainable Finance Framework (the "**Second Party Opinion**") are published on the website of SBG at https://www.standardbank.com/sbg/standard-bank-group/investor-relations/debt-investors/sbg-sustainable-finance-frameworks-and-second-party-opinions.

SBG may amend or update the Sustainable Finance Framework in the future. Any amendments, updates or changes to the Sustainable Finance Framework will be publicly announced on the website of SBG.

For the avoidance of doubt, the Sustainable Finance Framework and the Second Party Opinion are not incorporated by reference into, and do not form part of, this Base Prospectus.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuers) which may be made available in connection with the issue of any Notes to fulfil any environmental, sustainability, social and/or other criteria. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the relevant Issuer or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as at the date that opinion or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. See further information under the risk factor above headed, "*Risk Factors – In respect of any Notes issued as Green Bonds, Social Bonds or Sustainability Bonds, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor*".

DESCRIPTION OF STANDARD BANK GROUP LIMITED

Overview

Standard Bank Group Limited ("**SBG**") and its subsidiaries (together the "**Group**") is the largest financial services group in Africa (measured by assets) as at 31 December 2025. SBG is the Group's listed holding company and holds the entire issued share capital of the Group's primary banking entity, The Standard Bank of South Africa Limited ("**SBSA**"), as well as interests in other banking and financial services entities. SBG has been listed on the Johannesburg Stock Exchange, operated by JSE Limited (the "**JSE**") since 1970, with secondary listings on A2X Markets in South Africa and the Namibian Stock Exchange.

SBG is an Africa focused, client led and digitally enabled organisation providing comprehensive and integrated financial and related solutions to its clients and driving inclusive growth and sustainable development. The Group was founded in 1862 and has, since the late 1980s, been focusing on positioning itself as a leading financial services organisation in sub-Saharan Africa, with an operational footprint in South Africa and an additional 20 African countries ("**Africa Regions**"). The Group also has a presence in four major international markets (Beijing, Dubai, London and New York) and offers international financial services through its operations in the Isle of Man and Jersey. As at 31 December 2025, the Group had 50,714 permanent employees, and a market capitalisation of approximately R478 billion. Since 3 March 2008, it has been in a strategic partnership with the Industrial and Commercial Bank of China Limited ("**ICBC**"), the world's largest bank, which owns a 19.7 per cent. share of SBG.

The Group's operating model is client led and structured around its primary business units, namely: Corporate & Investment Banking ("**CIB**"), Business & Commercial Banking ("**BCB**"), Personal & Private Banking ("**PPB**") and Insurance & Asset Management ("**IAM**"). The Group has a central support area, Central and Other ("**C&O**"), which provides support functions to its business units, such as hedging activities, unallocated capital, liquidity earnings and central costs. CIB, BCB, PPB and C&O together form the Group's "**Banking**" operations.

Corporate & Investment Banking: The CIB business unit serves large companies (multinational, regional and domestic), governments, parastatals and institutional clients across Africa and internationally providing clients with in-depth sector and regional expertise, specialist capabilities and access to global capital markets for advisory, transactional, risk management and funding support.

Business & Commercial Banking: The BCB business unit provides broad-based client solutions for a wide spectrum of small-and-medium-sized businesses as well as large commercial enterprises across a wide range of industries and sectors. BCB provides banking solutions, that include Vehicle and Asset Financing ("**VAF**"), card and payment facilities, transactional products, lending products, and trading and risk management solutions.

Personal & Private Banking: The PPB business unit offers tailored and comprehensive financial services solutions to individual clients across Africa ranging from wealth and investment, to private and personal banking markets. PPB's products and services include home financing solutions, VAF, lending products, credit card facilities, cash management, trade finance, and trading and risk management solutions.

Insurance & Asset Management: The IAM business unit offers a wide range of solutions to meet clients' long and short-term insurance, investment, and asset management needs, through its tied distribution force, third party distribution network, as well as in partnership with the Banking sales channels. Its clients range from individual customers to corporate and institutional clients.

In addition to its business units, the Group has a 40 per cent. equity investment in ICBC Standard Bank Plc ("**ICBCS**"). The contributions from the Group’s 40 per cent. stake in ICBCS amounted to R1,500 million for the year ended 31 December 2025 (compared to R1,100 million for the year ended 31 December 2024), an increase of 46 per cent. year on year.

The Group has a strong presence across key geographies on the African continent and continues to support sustainable economic growth by facilitating enhanced trade financing, transactional banking, risk management and investment opportunities.

Africa Regions is split into East Africa (incorporating, Kenya, South Sudan (which is a branch of Kenya), Tanzania and Uganda,), South & Central Africa (incorporating Botswana, Eswatini, Lesotho, Malawi, Mauritius, Mozambique, Namibia, Zambia and Zimbabwe), West Africa (incorporating Angola, Cote d'Ivoire, Democratic Republic of the Congo, Ghana and Nigeria) and representative offices in Egypt and Ethiopia. The Africa Regions' contribution to SBG's headline earnings was 40 per cent. for the year ended 31 December 2025 (compared to 41 per cent. for the year ended 31 December 2024).

SBG is incorporated in South Africa as a limited liability company and operates under South African law. SBG's registered address is 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg, PO Box 7725, Johannesburg 2000, South Africa (telephone number: + 27 11 636 9111).

History

SBG is one of the oldest banks in South Africa having been established as The Standard Bank of British South Africa Limited in 1862. The word "British" was dropped from its name in 1883. SBSA commenced operations in Port Elizabeth in 1863 and gradually expanded its geographic area of operation to include the whole of South Africa.

In 1962, the shareholders of SBSA voted in favour of splitting the company into a South African subsidiary company which retained the name SBSA, and a parent company, The Standard Bank Limited, operating in London (subsequently to become Standard Chartered Bank plc).

In 1969, Standard Bank Investment Corporation Limited (subsequently renamed SBG) was established as the holding company for SBSA. SBG continued as a member of the Standard Chartered group until 1987 when Standard Chartered divested of its remaining 39 per cent. ownership in SBG. Following this change, the Union Bank of Swaziland Limited, in which SBG had a major shareholding, became an operational commercial bank in July 1988. In November 1992, SBG acquired the operations of ANZ Grindlays Bank in eight African countries (Botswana, DRC, Kenya, Uganda, Zambia, Zimbabwe and minority interests in Nigeria and Ghana), which set the Group on a path of African expansion.

In 2007, SBG merged its Nigerian interests with those of IBTC Chartered Bank Plc, securing a controlling interest in the merged entity Stanbic IBTC Bank Plc. In 2008, SBG also acquired a controlling interest in CfC Bank in Kenya through a merger transaction with SBG's existing operations in Kenya, Stanbic Bank Kenya Limited.

The Group acquired the remaining non-controlling ordinary shares of Liberty Holdings Limited ("**Liberty**") in 2022 through a scheme of arrangement and Liberty has been integrated into the Group and is now included in the IAM business unit.

Corporate Structure

SBG's sole function is to act as the ultimate holding company of the Group. Its revenues, therefore, are derived solely from dividends and loan repayments received from its subsidiaries and associates.

As at 31 December 2025 and 31 December 2024, SBG's authorised share capital comprised of the following:

- 2,000,000,000 ordinary shares with a par value of 10 cents;
- 8,000,000 cumulative preference shares of R1 each; and
- 1,000,000,000 non-redeemable, non-cumulative, non-participating preference shares of 1 cent. each.

As SBG's largest business entity, SBSA's balance sheet is an important resource for the Group. For the year ended 31 December 2025, SBSA contributed 40 per cent. of Group headline earnings (compared to 42 per cent. for the year ended 31 December 2024).

See "*Annexure A – Subsidiaries, Consolidated and Unconsolidated Structured Entities*" in the SBG 2025 Annual Financial Statements which sets out a summary of the Group's corporate structure as at 31 December 2025 which is incorporated by reference into this Base Prospectus.

As at 31 December 2025, the ten largest shareholders in SBG beneficially held 43.9 per cent. of SBG's ordinary shares. The following table sets out the ten largest shareholders as at 31 December 2025 compared to their equivalent shareholdings on 31 December 2024.

	2025		**2024**	
	(million)	*(% holding)*	*(million)*	*(% holding)*
Industrial and Commercial Bank of China Limited	325.0	19.7	325.0	19.6
Government Employees Pension Fund (PIC)	237.4	14.4	241.3	14.5
Alexander Forbes Investments	34.9	2.1	27.4	1.7
GIC Private Limited	19.3	1.2	32.7	2.0
Vanguard Total International Stock Index Fund	19.0	1.2	20.0	1.2
Allan Gray Balanced Fund	19.0	1.2	20.4	1.2
Old Mutual Life Assurance Company	18.3	1.1	31.2	1.9
Vanguard Emerging Markets Stock Index Fund	17.5	1.1	16.9	1.0
Eskom Pension Fund	17.0	1.0	17.5	1.1
SAFE Investment Company Limited	15.1	0.9	15.4	0.9
	722.5	**43.9**	**747.8**	**45.1**

Source: Beneficial holdings determined from the share register and investigations conducted on SBG's behalf in terms of section 56 of the Companies Act, 71 of 2008.

For selected financial information and certain ratios as at and for the years ended 2024 and 2025, see tables in the section headed "*Business of SBG - Introduction*" below and Note 48 (*Business Unit Reporting*) of SBG's Annual Financial Statements, which is incorporated by reference into the Base Prospectus.

Strategy

SBG has a significant presence and deep capabilities across 21 African countries. It seeks to maintain its strong market position in South Africa and to grow rapidly throughout Africa. SBG expresses its corporate purpose as "Africa is our home, we drive her growth". To achieve this purpose, SBG has set its strategy taking into consideration the geopolitical and macroeconomic landscape as well as the structural and mega trends in Africa.

SBG focuses on the opportunities arising from four key structural themes to drive sustainable growth across Africa:

- Africa’s evolving financial services landscape, particularly across technology, payments and artificial intelligence. Expanding digital capabilities and adoption, increasing competition from non-traditional players and regulatory developments are all driving change within the financial services sector, which presents SBG with opportunities to accelerate innovation, expand digital and payments solutions, and strengthen its competitive positioning across Africa;

- Africa’s rapid economic growth and demographic dividend, underpinned by the rapidly expanding, youthful population with rising levels of financial inclusion, increasing urbanisation and an expanding middle-income population, and a growing number of SMEs and entrepreneurs. This creates significant opportunities for SBG to broaden access to financial services, deepen customer relationships and support business growth across the Group's business units (CIB, BCB, PPB and IAM);

- Africa's large energy and infrastructure development needs enable the Group to use its presence across Africa and deep-sector expertise in infrastructure and energy to support clients; and

- Africa’s growing and diversified trade and capital flows, requiring trade and currency solutions for African businesses of all sizes creates opportunities for the Group to facilitate these flows through expert trade, foreign exchange and payments teams to link Africa both internally and to

all the major global trading centres and capital markets (including the United States, China, Europe and the Gulf).

SBG executes its strategy through a business-led model with a focus on the following 3 strategic priorities:

- provide clients with an 'excellent experience' with a comprehensive set of solutions that meet client needs led by the 4 business units (CIB, BCB, PPB and IAM);
- 'focused execution' through its strong brand, employees and partnerships by (1) delivering financial services solutions with maximum efficiency and total integrity, (2) ensuring that its governance and risk-management processes are robust, and (3) building and maintaining the Group's digital services and using modern and secure technology; and
- 'maximise value' by having a positive impact on society and the planet, diligently allocating capital, effectively managing risk and delivering attractive investor returns.

Each of SBG's business units are responsible for designing and executing their client value proposition. Each business unit owns the client relationship and creates products and services which are distributed through SBG's client engagement platforms.

Value Drivers

SBG has identified six "value drivers" which it uses to measure its progress in delivering on its strategy and to focus on the delivery of its strategy. These value drivers are aligned to the value which the Group aspires to create for all of its stakeholders in order to achieve the Group's corporate purpose and make a positive impact. These value drivers are: client focus, employee engagement, risk and conduct, operational excellence, financial outcome and positive impact. Client focus and employee engagement support the Group's strategy to provide excellent client experience; risk and conduct and operational excellence support the Group's strategy of focused execution; and financial outcome and positive impact support the Group's strategy to maximise value.

Client Focus

By offering relevant, competitive and innovative solutions to clients though its products and services, responding to changing client expectations and delivering fair outcomes for its clients, the Group seeks to provide consistently high-quality client experiences.

Employee Engagement

SBG aims to provide a work environment in which all of its employees believe in the Group's purpose and their role in achieving it, ensuring employees are productive, motivated and engaged, and that they feel valued and respected. SBG aims to ensure employees reflect the diversity of the communities they work in, and supports employees to learn, grow and adapt to the changing world of work.

Risk And Conduct

SBG aims to operate with integrity and holds itself to high ethical standards. SBG maintains robust policies and processes to manage the risks and opportunities in its business. SBG seeks to ensure the security of its information and that of its clients and to protect itself from cyber threats.

Operational Excellence

SBG aims to ensure that its systems are reliable, resilient and trusted, as well as available to clients when needed, with a focus on the availability and security of digital channels.

Financial Outcome

SBG seeks to deliver sustainable earnings growth and attractive returns to its investors.

Positive Impact

SBG seeks to achieve positive impact by understanding the needs and challenges of Africa's people and delivering solutions to address these needs. In addition, SBG seeks to balance social, economic and environmental considerations to drive sustainable growth.

Competitive Strengths

Strong market position in key products with African focused capabilities and international presence via global centres and offshore hubs.

SBG is the largest bank in Africa measured by total assets as at 31 December 2025, with strong market shares across a range of retail, commercial and investment banking products in the markets in which it operates.

SBG's on-the-ground presence and scale in Africa provides significant opportunities for growth. As a regional bank, SBG has a deep understanding of the local context in markets across Africa. SBG's capabilities enable it to leverage its full suite of financial products and solutions to meet clients' changing needs.

SBG's offshore presence in Jersey and the Isle of Man and its global centres in Beijing, Dubai, London and New York provides its clients with an opportunity to diversify their portfolios. This is an important further differentiator and strengthens SBG's client value proposition by linking Africa to the major global financial centres.

A universal financial services group with a strong fit-for-purpose business, a modern digital core and diverse client base, service offering and revenue sources

SBG's strength is underpinned by its strong, recognised and trusted brand, its strong, long-standing client relationships, the calibre of its employees and a fit-for-purpose physical distribution network and digital platforms. SBG has invested significantly in technology and digital capabilities to improve client experience and operational efficiency to enhance its competitive advantage.

SBG can generate revenue from sources that are well-diversified across clients, sectors, product groups and geographies, which provides SBG with a level of protection in times of volatility.

Robust capital and liquidity position

SBG's strong and liquid balance sheet provides flexibility to manage uncertainty, change, innovation and growth and a proven track record of managing risks and opportunities. SBG has access to diverse and sophisticated liquidity sources for senior funding and capital requirements.

Experienced management team

SBG operates within strong corporate governance and assessment frameworks, and within a sophisticated, Basel III compliant regulatory framework. Its senior management has experience both at SBG and at other institutions throughout the financial services industry. SBG's strong position in the market has allowed it to attract top managers from across the industry, both domestically and abroad. A compensation structure that includes both short and long-term incentive plans assists in retaining key managers, leads to continuity in business operations and aligns management and investor interests.

Strategic partnerships including with ICBC

SBG aims to expand organically and utilises partnerships, alliances and acquisitions to grow its offering and increase the size of its networks.

SBG's strategic partnership with ICBC, places it in a strong position to facilitate trade and investment in the Africa-China corridor, while simultaneously offering access to opportunities in one of the fastest growing emerging market economies. SBG and ICBC have worked together over the past decade to

support and deepen the economic links between Africa and China, including through the provision of joint funding of major infrastructure projects, support for Africa-China trade, and renminbi internationalisation.

Strong growth prospects and attractive medium-term targets

SBG's prospects for future growth are driven by strong regional economic fundamentals in Africa and in many of the individual countries and segments in which it operates. These trends have the potential to increase demand for financial services, which should provide SBG with opportunities to grow its client base and increase revenues.

Targeted technology investments delivering improved client experience, stability and productivity

SBG has made targeted investments in technology to improve client experience, reinforce its competitive position, increase the resilience and stability of its systems and increase productivity. For example, there have been 150 million SBG Mobile logins per month (on average) in South Africa for the year ended 31 December 2025 (compared to 140 million per month (on average) for the year ended 31 December 2024).

Business of SBG

SBG is an Africa focused, client led and digitally enabled organisation providing comprehensive and integrated financial and related solutions to its clients. SBG's operating model is structured around its business units, CIB, BCB, PPB and IAM. The Group's products and services are grouped into (i) Banking (which includes CIB, BCB and PPB) and (ii) IAM. A central support area, C&O, provides support functions to the Banking and IAM businesses.

ICBCS comprises of the Group's 40 per cent. equity investment in ICBCS.

Overview of Group Results

For the year ended 31 December 2025, the Group recorded headline earnings of R49.2 billion (compared to R45 billion for the year ended 31 December 2024) and delivered a return on equity ("**ROE**") of 19.3 per cent. (compared to 18.5 per cent. for the year ended 31 December 2024). Banking delivered a strong performance driven by solid balance sheet growth and robust growth in fees and trading revenues. Credit impairment charges were lower year on year, supported by an improving macroeconomic environment, and costs were well managed. IAM continued to deliver strong earnings growth and improved returns.

The Group ended the year with a strong common equity tier 1 ("**CET 1**") ratio of 13.8 per cent. (compared to 13.5 per cent. for the year ended 31 December 2024). The SBG Board (defined below) approved a final dividend of 878 cents per share, bringing the full year dividend to 1,695 cents per share, an increase of 12 per cent. (compared to 1,507 cents per share for the year ended 31 December 2024). This equates to a dividend payout ratio of 56 per cent. (flat compared to the prior year and at the upper end of the Group's target range of 45 per cent. to 60 per cent.).

For the year ended 31 December 2025, the Group's active client base grew by 3 per cent. to 19.6 million, driven by growth in South Africa and Africa Regions. In South Africa, targeted initiatives to grow digital retail transactional clients resulted in a 9 per cent. increase in digital clients, a 5 per cent. increase in digital transactional volumes, and an increase in the proportion of transactional clients who transact digitally to 67 per cent.

During the year ended 31 December 2025, SBSA increased its headline earnings by 7.4 per cent. to R19,910 million (from R18,545 million for the year ended 31 December 2024), contributing 51 per cent. to Group headline earnings. Africa Regions headline earnings were R19,695 million for the year ended 31 December 2025 (compared to R18,032 million for the year ended 31 December 2024). For the year ended 31 December 2025, Africa Regions contributed 40 per cent. to the Group's headline earnings (compared to 41 per cent. for the year ended 31 December 2024). Key contributors to Africa Regions' headline earnings were Angola, Ghana, Kenya, Mauritius, Nigeria, Tanzania, Uganda and Zambia. Headline earnings from Standard Bank Offshore ("**SBO**") were R3,087 million (compared to R4,019 million for the year ended 31 December 2024) and the contribution from SBG's 40 per cent. stake in ICBCS was R1,544 million (compared to R1,054

million for the year ended 31 December 2024) contributing 6 per cent. and 3 per cent. respectively to headline earnings.

In 2025, the Group increased its sustainable finance mobilisation target from R250 billion by 2026 to R450 billion by 2028. Since 2022, the Group has cumulatively mobilised over R277 billion in sustainable finance, R100 billion of which was added in the year ended 31 December 2025 alone.

Banking

Banking headline earnings for the year ended 31 December 2025, grew by 8 per cent. to R43,551 million (compared to R40,179 million for the year ended 31 December 2024) in ZAR terms (SBG's reporting currency) and by 9 per cent. on a constant currency basis. This result was driven by robust growth in non-interest revenue, a decrease in credit impairments and diligent management of operating expenses. CIB headline earnings grew by 18 per cent. to R24,133 million (compared to R20,520 million for the year ended 31 December 2024), underpinned by strong balance sheet growth and total net income growth of 15 per cent. CIB credit impairment charges increased from a low base in the year ended 31 December 2024. BCB earnings were negatively impacted by margin compression stemming from lower interest rates and competitive pricing pressures. This was partially offset by a decline in credit impairment charges and good growth in merchant acquiring turnover and digital transactional activity. PPB headline earnings grew by 3 per cent. to R11,392 million in the year ended 31 December 2025 (from R11,048 million in the year ended 31 December 2024). The positive impact of strong revenue growth from value-added services and insurance and lower credit impairment charges was dampened by flat net interest income due to lower average interest rates and competitive pricing pressure.

Loans and advances

During the year ended 31 December 2025, growth in gross loans and advances to customers was 6 per cent. (8 per cent. on a constant currency basis) compared to the year ended 31 December 2024.

Retail and business lending growth was muted due to low consumer demand and an increasingly competitive environment. Certain Africa Regions' markets experienced liquidity constraints and offshore business lending balances declined as clients deleveraged and the Group refined its risk appetite. In the year ended 31 December 2025, the retail VAF portfolio increased by 5 per cent., reflecting early traction from the Group's strategic emphasis on serving and growing its primary client franchise. The card portfolio also increased by 5 per cent. in the year ended 31 December 2025, supported by an increase in overall customer spend and an increase in the card client base in the second half of the year. The home loans portfolio grew at a more muted pace, as an 11 per cent. increase in disbursements was largely offset by high portfolio repayments.

For the year ending 31 December 2025, corporate lending grew by 12 per cent., driven by strong loan origination, particularly in investment banking.

In South Africa, gross loans and advances to customers grew by 7 per cent. to R1.3 trillion for the year ended 31 December 2025 (compared to the year ended 31 December 2024). In Africa Regions, gross loans and advances to customers grew by 9 per cent. to R248 billion (compared to the year ended 31 December 2024).

For the year ended 31 December 2025, expected credit loss on loans and advances was R65 billion (broadly flat, when compared to R65 billion for the year ended 31 December 2024). An increase in non-performing ("**Stage 3**") provisions was largely offset by a decrease in performing ("**Stage 1**") and underperforming ("**Stage 2**") provisions. As at 31 December 2025, total coverage remained robust at 3.7 per cent., compared to 3.8 per cent. as at 31 December 2024.

Stage 3 loans as a percentage of gross loans and advances decreased marginally from 5.9 per cent. at 31 December 2024 to 5.7 per cent. at 31 December 2025 and Stage 3 provisions increased by 5 per cent. in the year ended 31 December 2025. For the year ended 31 December 2025, Stage 3 coverage increased to 50 per cent. (compared to 48 per cent. for the year ended 31 December 2024). Within Stage 3 loans, home

loans were flat, VAF loans decreased and card, personal unsecured and corporate loans increased (compared to the previous year).

Deposits and funding

For the year ended 31 December 2025, total deposits and debt funding increased by 11 per cent. to R2.4 trillion (13 per cent. on a constant currency basis) (compared to R2.2 trillion for the year ended 31 December 2024), supported by 11 per cent. growth in current accounts and 18 per cent. growth in cash management deposits as client acquisition and retention strategies continued to gain traction. In South Africa, customer deposits grew by 11 per cent., underpinned by competitive product offerings across the portfolio, continued focus on client engagement and retention strategies, as well as a higher active client base. In Africa Regions, deposits from customers increased by 18 per cent. on a constant currency basis (compared to the year ended 31 December 2024), underpinned by higher current account and fixed deposit balances driven by targeted client acquisition initiatives and focused retention efforts aimed at deepening client relationships during the year ended 31 December 2025.

Revenue

For the year ended 31 December 2025, net interest income ("**NII**") grew by 4 per cent. (5 per cent. on a constant currency basis) driven by a larger average balance sheet. Origination momentum continued, particularly in investment banking linked to corporate deal flow and the retail business as customer affordability improved. This was dampened by the impact of negative endowment on the back of lower average interest rates relative to the prior year.

Net interest margin for the year ended 31 December 2025 declined by 7 basis points ("**bps**") (compared to the prior year) to 483 bps. Margin compression was driven by lower average interest rates across the Group, continued competitive pricing pressure in home loans, partially offset by the positive mix benefit of the Africa Regions' portfolio growing faster than the South Africa portfolio. As at 31 December 2025, the Group's net interest income sensitivity to a 100 bps rate cut was R3.6 billion, of which the ZAR sensitivity was R0.7 billion (compared to R0.6 billion for the year ended 31 December 2024).

For the year ended 31 December 2025, net fee and commission revenue increased by 11 per cent. (11 per cent. on a constant currency basis) to R35,748 million (compared to R32,260 million for the year ended 31 December 2024), supported by strong deal origination and associated fees in CIB, increased transactional volumes in BCB, and an expanding, more engaged client base in PPB. PPB net fee and commission revenue growth for the year ended 31 December 2025 was 10 per cent., boosted by a 33 per cent. increase in value-added services revenue.

Trading revenue increased by 10 per cent. to R23,210 million during the year ended 31 December 2025, compared to R21,154 million for the year ended 31 December 2024, off the back of heightened market volatility, which led to increased client activity and market-making opportunities. Revenue was driven by client demand for credit linked notes, structured hedging and financing solutions in South Africa, as well as foreign exchange transactions in Africa Regions.

Insurance revenue attributed to Banking increased by 11 per cent. to R2,682 million for the year ended 31 December 2025 (from R2,415 million for the year ended 31 December 2024). Collaboration between the Banking and IAM businesses continued to yield positive outcomes, leveraging combined distribution capabilities to deliver competitive end-to-end insurance and investment solutions to clients. Funeral gross written premiums grew by 18 per cent. year on year to R3.0 billion.

Since the year ended 31 December 2020, the Group has delivered compound annual total revenue growth of 10.7 per cent., exceeding the Group's 2025 revenue target of 7 per cent. to 9 per cent.

Operating expenses

In the year ended 31 December 2025, operating expenses grew by 6 per cent. to R84.7 billion. Staff costs increased by 5 per cent., driven by annual salary adjustments, higher performance-related incentives, and a continued investment in specialist skills. Total other operating expenses increased by 6 per cent. due to

higher business activity-related expenses and transactional volume-related expenses, particularly in Africa Regions. Marketing and advertising expenses also increased, linked to investments in digital marketing platforms and client campaigns.

Contractual increases on software services, higher cloud subscription costs, and ongoing technology-related strategic investments drove a 9 per cent. increase in software, cloud and technology-related expenses.

During the year ended 31 December 2025, total income growth exceeded cost growth, resulting in positive jaws of 64 bps and an improvement in the cost-to-income ratio to 50.2 per cent. (compared to 50.5 per cent. in the year ended 31 December 2024) and down significantly from 59.1 per cent. in the year ended 31 December 2020. This is in line with the Group's 2025 cost-to-income target ratio of approaching 50 per cent.

Credit impairment charges

Credit impairment charges decreased by 5 per cent. to R14,321 million during the year ended 31 December 2025 (compared to R15,152 million for the year ended 31 December 2024). The retail and business portfolios benefitted from an improved macroeconomic environment, optimised collection strategies, remediation efforts and enhanced early-intervention strategies. Credit impairment charges in the corporate portfolio increased from a low base (as there had been significant recoveries in the year ended 31 December 2024). Credit impairment charges on financial investments increased year on year, driven by deteriorating sovereign credit risk in the South & Central Africa region, primarily Mozambique.

As a result, the credit loss ratio improved to 73 bps for the year ended 31 December 2025 (from 83 bps for the year ended 31 December 2024). The credit loss ratio trended towards the bottom of the Group's through-the-cycle target range of 70 to 100 bps.

Central and Other

C&O includes costs associated with corporate functions and the Group's treasury and capital requirements that have not been otherwise allocated to SBG's business units. The impact on headline earnings was a cost of R1.2 billion for the year ended 31 December 2025 (compared to a cost of R1.0 billion for the year ended 31 December 2024). The key driver of the increase was lower interest earned on lower surplus capital held at the centre. Costs held centrally are tightly managed.

Insurance & Asset Management

IAM's headline earnings increased by 26 per cent. to R4.1 billion (compared to R3.3 billion for the year ended 31 December 2024) and ROE improved to 22.1 per cent. during the year ended 31 December 2025 (compared to 16.5 per cent. for the year ended 31 December 2024). The significant improvement in the ROE was driven by strong earnings growth and capital optimisation actions.

Earnings growth was supported by improved persistency and risk experience in the South African Life, Savings & Investments business. An improved claims ratio in the South African short-term insurance book, a turnaround in the short-term commercial book, operational efficiencies, and lower weather-related claims also contributed positively to earnings growth. IAM earnings growth was further supported by an improved result from the Liberty Health business due to the orderly market exit process which is currently underway as at the date of this Base Prospectus. Insurance operations' new business value grew by 12 per cent. to R3.8 billion (compared to R3.3 billion for the year ended 31 December 2024).

Total assets under administration ("**AUA**") and assets under managements ("**AUM**") increased by 15 per cent. to R1.8 trillion during the year ended 31 December 2025 (compared to R1.5 trillion during the year ended 31 December 2024). This growth was supported by positive investment market movements, both locally and offshore, as well as with continued market expansion in the Africa Regions businesses.

ICBC Standard Bank Plc

Higher precious metal prices, coupled with strong client activity and book growth in the structured financing portfolio, led ICBCS to record a strong operational performance in the year ended 31 December 2025. The contribution to the Group's headline earnings from Group's 40 per cent. stake in ICBCS amounted

to R1.5 billion (compared to R1.1 billion in the year ended 31 December 2024), a 46 per cent. increase year on year.

Capital and liquidity

The Group's CET 1 ratio (including unappropriated profits) was 13.8 per cent. as at 31 December 2025 (compared to 13.5 per cent. as at 31 December 2024). This equates to R81 billion of capital above the Group's regulatory minimum of 9.5 per cent. (on a fully-loaded basis).

The following table shows selected financial information and ratios for SBG as at, and for the years ended, 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
Income statement		
Total net income (Rm)	194,763	181,729
Headline earnings (Rm)	49,207	44,503
Profit for the year attributable to ordinary shareholders (Rm)	49,100	43,727
Statement of financial position		
Gross loans and advances measured at amortised cost (Rm)	1,782,988	1,712,132
Total assets (Rm)[1]	3,620,854	3,269,250
Total liabilities (Rm)	3,308,438	2,976,594
Financial performance		
Banking		
Stage 3[2] loans (Rm)	102,011	101,031
Stage 3 credit impairment charge (Rm)	13,983	15,488
Stage 1 & 2[3] credit impairment(release)/ charge (Rm)	(1,139)	(1,320)
Credit loss ratio ((per cent.))	0.73	0.83
Non-performing exposures (per cent.)	5.7	5.9
Return on equity (per cent.)	19.2	19.0
Loans-to-deposit ratio (per cent.)[1]	72.1	76.5
Cost-to-income ratio (per cent.)	50.2	50.5

[1] Restated for the year ended 31 December 2024.
[2] Stage 3: SBG uses a 25-point master rating scale to quantify each borrower's credit risk (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures which are in default are not considered in the 1 to 25-point master rating scale.
[3] Stage 1 & 2: SBG uses a 25-point master rating scale to quantify each borrower's credit risk (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures within Stage 1 and 2 are rated between 1 to 25 in terms of SBG's master rating scale.

The following table shows selected performance indicators of the business units as at, and for the years ended, 31 December 2025 and 31 December 2024 (where applicable, restated for the year ended 31 December 2024):

	Corporate & Investment Banking		**Business & Commercial Banking**		**Personal & Private Banking**		**C&O**	
	31 December		**31 December**		**31 December**		**31 December**	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**
				(Rm)				
Total assets	1,949,101	1,690,511	249,562	250,303	757,041	754,648	6,564	1,587
Profit for the year attributable to ordinary shareholders	24,127	20,211	9,182	9,343	11,390	10,835	(1,119)	(939)
Headline earnings	24,133	20,520	9,204	9,586	11,392	11,048	(1,178)	(975)

[1] Where reporting responsibility for individual cost centres and divisions within segments change, the segmental analyses' comparative figures are classified accordingly.

The following table shows the contribution of the different business lines within SBG as at, and for the years ended 31 December 2025 and 31 December 2024 (where applicable, restated for the year ended 31 December 2024):

	Banking		ICBCS		Insurance & Asset Management		SBG Total	
	31 December		31 December		31 December		31 December	
	2025	2024	2025	2024	2025	2024	2025	2024
	(Rm)							
Total assets	2,962,268	2,697,049	9,501	9,302	649,085	562,899	3,620,854	3,269,250
Profit for the year attributable to ordinary shareholders	43,580	39,450	1,544	1,054	3,976	3,223	49,100	43,727
Headline earnings	43,551	40,179	1,544	1,054	4,112	3,270	49,207	44,503

Standard Bank Group Franchise – Business Units

Corporate & Investment Banking

CIB serves large companies (multinational, regional and domestic), governments, parastatals and institutional clients across Africa and internationally. Clients leverage CIB's in-depth sector and regional expertise, specialist capabilities, and its access to global capital markets for advisory, transactional, trading and funding support.

CIB – overview of results

For the year ended 31 December 2025, CIB achieved record headline earnings of R24,133 million, an 18 per cent. increase compared to R20,520 million for the year ended 31 December 2024, with a ROE of 22.4 per cent. (compared to 21.9 per cent. for the year ended 31 December 2024). This strong performance was mainly underpinned by total net income growth of 15 per cent. in the year ended 31 December 2025 to R74,358 million (compared to R64,569 million for the year ended 31 December 2024). Credit impairment charges increased in 2025 from a low base, as 2024 benefitted from significant recoveries. Higher operating costs, aligned with strategic investment initiatives and business growth, also influenced the overall earnings outcome.

The scale and diversity of the client franchise continued to underpin client revenue growth in 2025 despite an uncertain macroeconomic environment. Client revenues for the year ended 31 December 2025 grew strongly, up by 9 per cent. in ZAR (10 per cent. on a constant currency basis), supported by strong client activity across sectors and markets and a balanced mix of defensive and growth-oriented strategies. The infrastructure sector delivered the highest growth with revenues up by 17 per cent. in the year ended 31 December 2025, followed by a 10 per cent. growth in the energy sector in the same period. The client base was anchored by leading multinational clients, which contributed approximately 68 per cent. of total client revenues.

NII increased by 16 per cent. in the year ended 31 December 2025 to R38,817 million (compared to R33,442 million in the year ended 31 December 2024), supported by higher demand for energy and infrastructure investments which drove a 12 per cent. growth in customer loans. Deposits from customers grew by 10 per cent. in the year ended 31 December 2025, reflecting the outcome of targeted client engagement and disciplined pricing strategies. This was partially offset by the negative endowment impact of a lower average interest rate environment.

CIB remained the largest contributor to SBG's sustainable finance origination in 2025, with R69 billion (out of a total of R100 billion originated by SBG) of sustainability-linked and green and social finance loans and bonds mobilised in the year ended 31 December 2025 (compared to R65 billion in the year ended 31 December 2024). Green finance mobilisation represented over 60 per cent. of CIB's sustainable finance mobilisation in 2025, with a significant portion primarily directed toward renewable energy financing.

Cumulatively, CIB has mobilised sustainable finance of R234 billion since 2022, contributing 52 per cent. of the R450 billion Group target for 2028.

NIR grew by 14 per cent. in the year ended 31 December 2025 to R35,541 million (compared to R31,127 million in the year ended 31 December 2024). Net fee and commission revenue increased by 16 per cent. in the same period to R10,372 million (compared to R8,913 million in the year ended 31 December 2024), supported by robust performance of corporate finance and advisory business, strong loan origination in Investment banking, and a solid contribution from Transaction banking. Trading revenue benefitted from increased client activity, driven by positive investment and capital flows across the continent, as well as enhanced market making opportunities.

Operating expenses increased by 10 per cent. to R31,658 million in the year ended 31 December 2025 (compared to R28,678 million in the year ended 31 December 2024), mainly driven by continued investment in technology to support the client franchise, business volume driven variable costs and regulatory costs in line with balance sheet growth. Staff costs growth was mainly attributable to inflationary salary increases, investment in key employees to support the growing franchise and performance-linked variable remuneration as the business continues to invest in attracting and retaining talent. Total net income growth of 15 per cent. exceeded operating expenses growth of 10 per cent. which resulted in positive jaws of 477 bps and an improved cost-to-income ratio of 42.6 per cent. for the year ended 31 December 2025 (compared to 44.4 per cent. for the year ended 31 December 2024).

Credit impairment charges increased to R2,065 million in the year ended 31 December 2025 (compared to R1,568 million in the year ended 31 December 2024), driven primarily by the deterioration in sovereign credit risk in South & Central Africa, which adversely affected the financial investment portfolio. The business continued to manage its client portfolio well within risk appetite with the credit loss ratio to customers increasing to 14 bps in the year ended 31 December 2025 (compared to 8 bps in the year ended 31 December 2024), well below CIB's through-the-cycle target range of 40 to 60 bps.

CIB – Global markets

Global markets comprises trading and risk management solutions across financial markets, including foreign exchange, money markets, interest rates, equities, credit and commodities.

Global markets generated record headline earnings of R9,899 million in the year ended 31 December 2025, an increase of 41 per cent. compared to R7,024 million for the year ended 31 December 2024.

The South African franchise delivered revenue growth of 21 per cent. in the year ended 31 December 2025, driven by strong performances across equities, credit and structured products. Revenue in Africa Regions grew by 29 per cent. during the year ended 31 December 2025, supported by a solid performance in West Africa, reflecting improved foreign exchange flows following policy shifts, stronger economic fundamentals and positive sentiment in key markets.

The scale of CIB's Global markets business provides a differentiated ability to access liquidity and aggregate risk across a diverse product set and operating markets.

Global markets serves a broad and diversified client base, ranging from retail and personal clients to large local and international corporates, as well as sovereigns. The foreign exchange business is ranked first in more than half of the markets in which it operates, providing a strong and reliable base of capital-light client revenue. The business also offers structured hedging and financing solutions to corporate and sovereign clients, supported by robust risk aggregation and distribution capabilities that enable scalable and tailored client offerings.

The structured products capability is underpinned by the development and implementation of complex client solutions that are widely available in developed markets, which are then customised and packaged for local conditions and deployed across the operating footprint. This approach allows the business to leverage global expertise while responding to specific client and market needs.

CIB - Investment banking

Investment banking provides a full suite of advisory and financing solutions, from term lending to structured and specialised products, across equity and debt capital markets.

Investment banking generated headline earnings of R6,163 million for the year ended 31 December 2025 (a 12 per cent. increase compared to R5,526 million for the year ended 31 December 2024) and achieved pre-provision profit growth of 21 per cent. in the year ended 31 December 2025. Momentum accelerated in the second half of 2025. CIB Investment Banking delivered record revenues, strong deal and loan origination and fee income growth.

NII increased by 22 per cent. to R9,520 million in the year ended 31 December 2025 (compared to R7,814 million for the year ended 31 December 2024), supported by record asset origination of R286 billion, up 19 per cent. on the year ended 31 December 2024 and cumulative average asset growth of 15 per cent., underpinned by resilient margins. Growth was broad-based, with Energy and Infrastructure, Diversified Industries and Telecommunications and Media sectors being key contributors to this growth.

During the year ended 31 December 2025, NIR increased by 9 per cent. to R6,505 million (compared to R5,986 million for year ended 31 December 2024), with net fees and commissions up by 25 per cent., driven by strong origination activity including equity capital markets and advisory growth, partially offset by equity valuation write downs.

Total net income increased by 16 per cent. to R16,025 million in the year ended 31 December 2025 (compared to R13,800 million in the year ended 31 December 2024).

The regional performance was well diversified in 2025. South Africa delivered revenue growth of 11 per cent. in a competitive environment. Africa Regions revenues grew by 25 per cent., supported by disciplined balance sheet deployment and strong fee generation. Africa Regions contributed more than half of global investment banking revenues in 2025, demonstrating the increasing maturity, resilience, and relevance of the franchise across the continent.

Investment banking was a key driver of CIB and SBG's sustainable finance origination, mainly in the Energy and Infrastructure sector for renewable energy projects.

Overall, management considers that CIB Investment banking remains diversified, resilient and well positioned for further growth in the short- and medium-term. This is supported by structural macro tailwinds, continued momentum in the Energy and Infrastructure sector, structured capital and debt finance solutions, as well as the adoption of technology-enabled productivity levers and a sharpened focus on portfolio optimisation to enhance returns.

CIB - Transaction banking

Transaction banking delivered a resilient performance in the year ended 31 December 2025, with total net income growth of 4 per cent. to R26,248 million (compared to R25,127 million in the year ended 31 December 2024) and headline earnings up by 1 per cent. to R8,071 million (compared to R7,970 million in the year ended 31 December 2024). Despite the slower start in the first half of the year, momentum increased in the second half of 2025 supported by improved client activity with the diversified product mix enabling trade and investor services businesses to deliver double-digit growth.

NII grew by 4 per cent. to R19,893 million in the year ended 31 December 2025 (compared to R19,212 million in the year ended 31 December 2024) as balance sheet strength offset margin compression, with cumulative average loans to customers up by 10 per cent. and deposits from customers up by 8 per cent. For the year ended 31 December 2025, NIR increased by 7 per cent. to R6,355 million (compared to R5,915 million in the year ended 31 December 2024), driven by higher trade service fees, particularly guarantees and export confirmations, strong custody revenue and continued growth in payment transaction volumes.

Transaction banking recorded revenue growth of 3 per cent. for the year ended 31 December 2025 (compared to the year ended 31 December 2024), underpinned by NIR growth of 13 per cent. linked to robust transactional activity. For the year ended 31 December 2025, the CIB Africa Regions delivered 5 per cent.

revenue growth compared to the prior year, supported by deposit growth of 15 per cent., with majority of the markets achieving double-digit increases in local currency balances, and loan growth of 9 per cent. on the back of targeted lending activities.

Credit impairment charges declined by 45 per cent. in the year ended 31 December 2025 (compared to the prior year), following Stage 3 releases related to settled exposures in South Africa.

Operating expenses increased by 8 per cent., reflecting disciplined investment in digital platforms, automation and infrastructure resilience. During the year 2025, a new payments solution with international payments capability was completed and launched, enabling over 17,000 client transactions valuing over R70 billion.

The table below presents a summary of CIB's main performance indicators for the years ended 31 December 2025 and 31 December 2024 (restated for the year ended 31 December 2024 as necessary):

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Net interest income	38,817	33,442
Non-interest revenue	35,541	31,127
Total net income	**74,358**	**64,569**
Credit impairment charges	(2,065)	(1,568)
Net income before operating expenses	**72,293**	**63,001**
Operating expenses	**(31,658)**	**(28,678)**
Staff costs	(14,018)	(12,973)
Other expenses[1]	(17,640)	(15,705)
Profit for the year attributable to ordinary shareholders	**24,127**	**20,211**
Headline earnings	**24,133**	**20,520**
Gross loans and advances	**888,625**	**837,896**
Total assets	**1,949,101**	**1,690,511**
Total liabilities	**1,824,341**	**1,578,018**

[1] This amount comprises other operating expenses, amortisation and depreciation, software, cloud and technology-related costs

The following table presents selected ratios for CIB for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(per cent.)	*(per cent.)*
Credit loss ratio	0.9	0.9
ROE	22.4	21.9

Business & Commercial Banking

BCB provides broad-based client solutions for a wide spectrum of small and medium-sized businesses as well as large commercial enterprises. BCB's client coverage support extends across a wide range of industries, sectors and solutions that deliver the necessary advisory, networking and sustainability support required by its clients to enable their growth.

BCB – overview of results

BCB delivered headline earnings of R9,204 million for the year ended 31 December 2025 (a decrease of 4 per cent. compared to R9,586 million for the year ended 31 December 2024), with a ROE of 38.1 per cent. (compared to 39.2 per cent. for the year ended 31 December 2024). Amid heightened geopolitical tensions, trade disruption, volatile economic conditions and ongoing regulatory change, BCB made strategic progress, strengthening its competitive position, improving client offerings and accelerating digital and operational change, with benefits becoming more evident in the second half of 2025.

Throughout 2025, BCB focused on disciplined execution, client centric solution development and improved pricing strategies aimed at deepening client experience, acquisition and retention. This included the rollout of "SimplyBLU" (a competitively priced acquiring solution with enhanced capability that enables payments, stock management, reporting and e-commerce capabilities together in one seamless platform), the expansion of transactional offerings through "MyMoBiz" (a simple, low-cost, fully digital banking with a pay-as-you-transact or fixed monthly service fee option for small business owners), and the continued success of "BizFlex" (a digital short-term unsecured lending solution with a pay-as-you-earn repayment structure, providing flexibility and predictability for clients). BGB introduced structured debt solutions and advisory capability which delivered further lending and debt restructuring opportunities in 2025, notably for the commercial segment (including clients with turnover greater than R100 million).

Net loans and advances to customers increased by 1 per cent. (an increase of 2 per cent. on a constant currency basis) in the year ended 31 December 2025 driven by domestic demand, increased client acquisition and momentum in business lending and VAF disbursements, which grew 21 per cent. and 11 per cent. respectively year-on-year. This was partially offset by client deleveraging, strategic reprioritisation and refined risk appetite parameters which reduced the SBO lending book in 2025. Deposits from customers grew by 3 per cent. (5 per cent. on a constant currency basis) for the year ended 31 December 2025, supported by increased client acquisition and a growing client base.

NII declined by 1 per cent. at R25,296 million for the year ended 31 December 2025 (compared to R25,508 million for the year ended 31 December 2024). This reflected margin compression related to pricing pressure and negative endowment effects, lower SBO book balances and elevated cash reserving requirements in Africa Regions.

For the year ended 31 December 2025, NIR grew by 1 per cent. to R13,107 million (compared to R12,973 million for the year ended 31 December 2024), supported by increased electronic payment volumes, bulk instant money utilisation and merchant acquiring turnover growth of 6 per cent. in the period. This was partially offset by margin pressure in card not present transactions and higher USD-based scheme fees. In addition, the continued migration from cash in branches towards digital and lower cost channels further softened non-interest revenue performance.

Credit impairment charges decreased by 22 per cent. in the year ended 31 December 2025 to R2,369 million (compared to R3,038 million for the year ended 31 December 2024), due to prior year refinements in risk appetite, alongside broader industry and sector-specific risk appetite reviews to support improved portfolio resilience. The portfolio coverage ratio decreased to 5.7 per cent. for the year ended 31 December 2025 (compared to 6.3 per cent. for the year ended 31 December 2024), with the credit loss ratio improving in the year ended 31 December 2025 to 108 bps (compared to 140 bps for the year ended 31 December 2024).

Operating expenses for the year ended 31 December 2025 increased by 5 per cent. to R22,433 million (compared to R21,309 million for the year ended 31 December 2024), driven by increased marketing and advertising costs as a result of client acquisition campaigns, higher depositor insurance costs in Africa Regions and an expanded workforce in certain markets. The combination of lower operating income and inflationary pressures resulted in negative jaws of 548 bps and a higher cost-to-income ratio to 58.4 per cent. for the year ended 31 December 2025 (compared to 55.4 per cent. for the year ended 31 December 2024).

BCB – South Africa

Headline earnings for BCB's business in South Africa declined by 1 per cent. to R6,708 million for the year ended 31 December 2025 (compared to R6,794 million for the year ended 31 December 2024), with a ROE remaining strong at 45.6 per cent. (compared to 46.4 per cent. for the year ended 31 December 2024). BCB South Africa delivered a resilient performance in 2025 despite competitive market pressures, lower interest rates, and ongoing margin compression. Client acquisition was robust, with active client growth of 5 per cent. in the year ended 31 December 2025, and the deliberate expansion in transactional and merchant client bases supported significantly increased lending activity, including 62 per cent. growth in business lending disbursements and 13 per cent. growth in VAF disbursements year-on-year.

NII grew modestly to R14,902 million in the year ended 31 December 2025 (compared to R14,831 million in the year ended 31 December 2024), constrained by negative endowment effects and continued margin pressures. This was partially offset by the endowment hedge benefit.

NIR increased by 2 per cent. to R8,643 million in the year ended 31 December 2025 (compared to R8,447 million for the year ended 31 December 2024), underpinned by electronic payment volumes, increased international payments and the continued digital migration away from cash transactions. BizFlex continued to perform strongly, recording a 53 per cent. increase in disbursements and a 25 per cent. growth in income in the year ended 31 December 2025. Merchant acquiring turnover expanded by 7 per cent. in the same period, though revenue growth was tempered by shifts in card mix and higher card scheme costs.

Credit impairment charges remained stable at R1,116 million in the year ended 31 December 2025 (compared to R1,108 million for the year ended 31 December 2024), reflecting strengthened client support processes, earlier identification of distress and the resolution of legacy non-performing loans.

Operating expenses grew by 3 per cent. for the year ended 31 December 2025 to R12,833 million (compared to R12,441 million for the year ended 31 December 2024), driven by inflationary remuneration adjustments, higher amortisation and depreciation due to an increased customer rollout of CashSecure (CashSecure devices enable business to securely keep their cash on site before it is collected by cash-in-transit companies) and point of sale devices, and marketing initiatives. Operating expenses growth of 3 per cent. was higher than total income growth of 1 per cent., resulting in negative jaws of 200 bps and a higher cost-to-income ratio of 54.5 per cent. for the year ended 31 December 2025 (compared to 53.4 per cent. for the year ended 31 December 2024).

BCB – Africa Regions

BCB's Africa Regions headline earnings increased by 13 per cent. to R1,369 million for the year ended 31 December 2025 (compared to R1,211 million for the year ended 31 December 2024). BCB Africa Regions achieved an improved ROE of 19.7 per cent. in the year ended 31 December 2025 (compared to 18.7 per cent. for the year ended 31 December 2024). SBG's management considers that this is particularly notable given the region's exposure to elevated inflation and reduced interest rates in certain markets, as well as currency related pressures and regulatory tightening.

Deposits from customers grew by 8 per cent. (13 per cent. on a constant currency basis) in the year ended 31 December 2025, supported by client acquisition initiatives that resulted in a 7 per cent. increase in the client base in 2025. Customer loans and advances growth was flat in ZAR (increased by 6 per cent. on a constant currency basis) in the year ended 31 December 2025, driven primarily by the East and South & Central Africa regions. Total net income grew by 1 per cent. (2 per cent. on a constant currency basis) in the year ended 31 December 2025, with an improved NII performance of 3 per cent., led by balance sheet growth. This was partially offset by negative endowment impacts.

Credit impairment charges decreased by 40 per cent. to R980 million in the year ended 31 December 2025 (compared to R1,636 million in the year ended 31 December 2024), demonstrating the effectiveness of recalibrated risk appetite parameters and the reduction of concentration risk. The credit loss ratio improved markedly to 196 bps for the year ended 31 December 2025 (compared to 389 bps for the year ended 31 December 2024).

Operating expenses increased by 9 per cent. to R9,032 million for the year ended 31 December 2025 (compared to R8,306 million for the year ended 31 December 2024) amid high inflation and ongoing investment in technology and business activity. This resulted in negative jaws of 744 bps and higher cost-to-income ratio of 71.1 per cent. in the year ended 31 December 2025 (compared to 66.2 per cent. for the year ended 31 December 2024).

BCB - SBO

BCB SBO’s headline earnings declined by 29 per cent. in the year ended 31 December 2025 to R1,127 million (compared to R1,581 million for the year ended 31 December 2024) as strategic reset, macroeconomic headwinds, a declining interest rate environment, regulatory pressures combined with

pricing pressures resulted in balance sheet contraction and weighed on performance. Despite the earnings decline, ROE remained strong at 44.7 per cent. in the year ended 31 December 2025 (compared to 47.5 per cent. for the year ended 31 December 2024) demonstrating the region's continued underlying profitability.

Deposits from customers declined by 19 per cent. in the year ended 31 December 2025, as clients withdrew funds to finance business expansion and pay corporate dividends. Loans and advances to customers declined by 28 per cent. during the year ended 31 December 2025 due to heightened risk aversion, tighter credit underwriting, and proactive debt settlements by clients.

Total net income declined by 19 per cent. in the year ended 31 December 2025, due to lower NII, underpinned by reduced balance sheet size and negative endowment effects. NIR declined by 4 per cent. in the year ended 31 December 2025, linked to reduced transactional volumes which impacted transactional and foreign exchange revenues.

Credit impairment charges remained elevated at R273 million for the year ended 31 December 2025 (compared to R294 million for the year ended 31 December 2024) due to higher Stage 3 provisions arising from adverse movements in distressed collateral valuations as remediation actions progressed. Operating expenses were stable in the year to 31 December 2025, although the cost-to-income ratio rose to 26.4 per cent. in that period (compared to 21.2 per cent. in the year ended 31 December 2024) due to reduced revenue throughput.

BCB has renewed its strategic focus in the year ended 31 December 2025, with leadership changes and an expanded value proposition positioning the business for improved performance, particularly in serving African clients' cross-border needs.

The following table presents a summary of BCB's main performance indicators for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Net interest income	25,296	25,508
Non-interest revenue	13,107	12,973
Total net income	**38,403**	**38,481**
Credit impairment charges	(2,369)	(3,038)
Net income before operating expenses	**36,034**	**35,443**
Operating expenses	**(22,433)**	**(21,309)**
Staff costs	(7,455)	(7,143)
Other expenses[1]	(14,988)	(14,166)
Profit for the year attributable to ordinary shareholders	**9,182**	**9,343**
Headline earnings	**9,204**	**9,586**
Gross loans and advances	**212,135**	**213,066**
Total assets	**249,562**	**250,303**
Total liabilities	**221,973**	**222,174**

[1] This amount comprises other operating expenses, amortisation and depreciation, software, cloud and technology-related costs.

The following table presents selected ratios for BCB for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	2024
	(per cent.)	*(per cent.)*
Credit loss ratio	1.08	1.40
ROE	38.1	39.2

Personal & Private Banking

PPB offers tailored and comprehensive financial services solutions to a range of individual clients broadly clustered as private banking and personal banking clients. PPB has a large and growing client base, representing over 16 million people across 15 African Countries. PPB provides its clients with both banking and non-banking services through digital and physical channels.

As at 31 December 2025, PPB operated 1,223 points of representation (including 230 in-store kiosks and other points of access) and 5,592 ATMs across South Africa and Africa Regions. PPB also provides mobile phone and internet banking services which are an important part of providing convenient access to integrated financial solutions.

PPB's banking products and services include home financing solutions, VAF, unsecured personal loans, credit card facilities, transactional banking services and foreign exchange services.

PPB – overview of results

In the year ended 31 December 2025, PPB delivered a resilient financial performance in a moderating interest rate environment, demonstrating the strength of its diversified franchise, disciplined execution and solid progress against its strategic priorities. Headline earnings increased by 3 per cent. to R11,392 million for the year ended 31 December 2025 (compared to R11,048 million for the year ended 31 December 2024), with ROE improving to 23.3 per cent. (compared to 22.7 per cent. for the year ended 31 December 2025), reflecting the business' ability to sustain attractive returns through-the-cycle.

This growth was underpinned by strong contributions from its core South African and Africa Regions franchises, which grew headline earnings by 10 per cent. and 5 per cent. respectively. This growth reflected sustained momentum in client acquisition and deeper client engagement, supported by targeted investments in digital capabilities and enhanced client experience. While earnings in SBO declined in response to lower global interest rates, the broader PPB portfolio demonstrated resilience, highlighting the benefits of geographic and revenue diversification and disciplined balance sheet management.

PPB’s strategy focuses on client experience and engagement. Using an advanced personalisation engine powered by artificial intelligence, PPB was able to deliver over 10 million tailored digital offers through its mobile banking app in 2025. Improved services and offerings led to increased engagement across major markets. Growth in the active client base, rising digital adoption, and greater use of value-added services helped strengthen client relationships. As a result, PPB continued to achieve revenue growth that extended beyond traditional lending margins.

In a competitive lending environment characterised by subdued demand and liquidity constraints in certain Africa Regions markets, PPB grew customer loans by 2 per cent. in the year ended 31 December 2025 (to R657,266 million compared to R646,903 million for the year ended 31 December 2024). The customer deposit base increased by 2 per cent. (to R437,577 million compared to R430,177 million for the year ended 31 December 2024) in the year ended 31 December 2025 largely due to higher transactional client activity, which led to net fee and commission income growth of 10 per cent. (to R16,197 million compared to R14,716 million for the year ended 31 December 2024), as well as clients’ preference for higher yielding investment products, which resulted in a 6 per cent. increase in assets under management.

Net interest income declined in the year ended 31 December 2025 due to negative endowment as a result of a lower average interest rate environment and competitive pricing pressures. This was partially offset by effective endowment hedging in South Africa and balance sheet optimisation.

Non-interest revenue grew by 8 per cent. to R21,129 million in the year ended 31 December 2025 (compared to R19,483 million for the year ended 31 December 2024), supported by higher transactional activity and strong growth in value-added services revenue of 33 per cent. The partnership with IAM yielded good returns with insurance revenue share up by 11 per cent. in the year ended 31 December 2025, mainly due to continued growth in funeral offerings with an 18 per cent. increase in gross written premiums compared to the year ended 31 December 2024.

Operating expenses rose by 4 per cent. to R33,470 million in 2025 (compared to R32,103 million in the year ended 31 December 2024), reflective of disciplined cost control amid ongoing digital infrastructure and client-facing team investments. In 2025, digital transactions grew by 5 per cent., while branch transactions reduced by 7 per cent., indicating a shift toward lower-cost channels. Cost growth of 4 per cent. outpaced income growth of 2 per cent. in the year ended 31 December 2025, resulting in negative jaws. Management remains focused on improving revenue mix and scaling digital efficiencies to restore positive operating leverage.

Credit impairment charges declined by 6 per cent. to R9,882 million in the year ended 31 December 2025 (compared to R10,532 million in the year ended 31 December 2024). This performance was supported by proactive client engagement, improved collections and reduced forward-looking provisions in a stabilising economic environment. The credit loss ratio to customers improved to 141 bps for the year ended 31 December 2025 (compared to 154 bps for the year ended 31 December 2024).

PPB – South Africa

For the year ended 31 December 2025, PPB's business in South Africa reported headline earnings growth of 10 per cent. to R8,314 million (compared to R7,579 million for the year ended 31 December 2024) and a ROE of 21.7 per cent. (compared to 19.7 per cent. for the year ended 31 December 2024).

Growth in net loans and advances to customers for the year ended 31 December 2025 of 2 per cent. was in line with reduced client demand, primarily due to intensified competition within the Home services sector (previously referred to as mortgages). Enhanced client affordability, resulting from lower interest rates, led to larger repayments across the asset portfolio, which moderated book growth despite a strong performance in Home services (an 11 per cent. increase in registrations year on year), Personal unsecured lending (8 per cent. growth in 2025 compared to 2024),and VAF (14 per cent. growth year on year).

Deposits and current accounts from customers grew by 4 per cent. in 2025, driven by a 2 per cent. expansion in the active client base and a greater number of customers with an increased product holding within the Group, supporting higher non-interest revenue. Additionally, there was a shift towards higher-yielding products, resulting in a 5 per cent. rise in AUM in collaboration with IAM.

In the year ended 31 December 2025, NII remained flat at R27,980 million (compared to R28,113 million for the year ended 31 December 2024), primarily due to the impact of negative endowment as interest rates reduced, and competitive pricing pressures which resulted in higher concessions in Home services. This was partially offset by balance sheet growth and a positive endowment hedge benefit.

During the year ended 31 December 2025, non-interest revenue ("**NIR**") grew by 10 per cent. to R14,671 million (compared to R13,348 million for the year ended 31 December 2024). Net fee and commission revenue grew by 10 per cent. in the same period, mainly due to continued momentum from a larger active client base, a higher client entrenchment score to 3.7 (representing the average number of products held by transactional clients), higher transactional activity, a 33 per cent. growth in value-added services including instant money and online vouchers, and improved client experience. This was partially offset by higher card processing costs due to increased transactional volumes and the impact of increases in insurance policy benefits to customers, which resulted in higher claims.

PPB continued to enhance its digital offerings, which led to an increase in digital sales by 20 per cent. during the year ended 31 December 2025 (compared to the year ended 31 December 2024), with branch volumes continuing to decline as ongoing efforts to migrate clients to digital platforms gained momentum through the improved utilisation of alternate channels for cash transactions and the increased digitisation of branch services. The SBG Mobile App saw a 15 per cent. increase in the number of clients using the app for the year ended 31 December 2025 (compared to the year ended 31 December 2024) and more than 150 million logins per month during 2025, driving a 15 per cent. increase in digital revenue from transactional services (compared to the year ended 31 December 2024). System stability remained a top priority in 2025 and efforts to improve infrastructure resilience and monitoring capabilities led to increased system availability throughout the year.

Operating expenses grew by 4 per cent. for the year ended 31 December 2025 to R22,054 million (compared to R21,238 million for the year ended 31 December 2024). The increase in operating expenses was mainly attributable to investment in client relationship management capabilities, annual salary increases, and strategic technology initiatives aimed at enhancing client experience and improving fraud detection and monitoring.

For the year ended 31 December 2025, income growth of 3 per cent. lagged operating expenses growth of 4 per cent. which resulted in negative jaws of 98 bps and a slightly higher cost-to-income ratio of 51.7 per cent. (compared to 51.2 per cent. for the year ended 31 December 2024).

For the year ended 31 December 2025, credit impairment charges decreased by 6 per cent. to R9,034 million (compared to R9,574 million for the year ended 31 December 2024), reflecting continued improvements in early delinquencies and reduced inflows into non-performing loans. This was supported by proactive client engagements. In addition, the improved economic environment resulted in lower forward-looking provisions. PPB remains committed to strong risk management practices, and a balanced, sustainable collections strategy. The coverage ratio of 6.4 per cent. for the year ended 31 December 2025 (compared to 6.3 per cent. for the year ended 31 December 2024) remained elevated, primarily due to the prolonged nature of the book under legal recovery in Home services.

PPB – Africa Regions

PPB's business in the Africa Regions delivered headline earnings of R1,633 million in the year ended 31 December 2025 (compared to R1,561 million for the year ended 31 December 2024), increasing by 5 per cent. (5 per cent. on a constant currency basis) with a ROE of 20.7 per cent. (compared to 21.6 per cent. for the year ended 31 December 2024). This performance was negatively impacted by liquidity challenges in Botswana and Mozambique. All markets in the portfolio were profitable.

In 2025, client experience (which is the quality of interactions between SBG and its clients) within PPB remained stable compared to the prior year, supported by growth of 7 per cent. in the active client base. Continued focus on digital access assisted with growth in active digital clients of 15 per cent. year on year.

For the year ended 31 December 2025, NII increased by 2 per cent. (3 per cent. on a constant currency basis) to R8,470 million (compared to R8,267 million for the year ended 31 December 2024). In the year ended 31 December 2025, loan growth was flat in ZAR (an increase of 6 per cent. on a constant currency basis) due to liquidity challenges in Botswana and Mozambique, while deposits benefitted from client acquisition, retention and increased product holding initiatives. This was partially offset by negative endowment in a lower average interest rate environment.

NIR grew by 6 per cent. to R5,849 million in the year ended 31 December 2025 (compared to R5,544 million for the year ended 31 December 2024) driven by higher transactional activity, increased insurance revenues and improved client retention strategies. The deployment of personalisation capabilities across markets led to deeper client relationships through data-driven, behaviourally informed engagements. Over 8 million client interactions were delivered across multiple touchpoints, which drove client entrenchment and retention. This was partially offset by higher USD-denominated card processing costs linked to higher card transaction volumes.

For the year ended 31 December 2025, operating expenses increased by 6 per cent. to R10,045 million (compared to R9,513 million for the year ended 31 December 2024), primarily driven by annual salary increases, the expansion of client facing teams, as well as technology investment to strengthen system resilience and stability of systems.

For the year ended 31 December 2025, the increase of operating costs by 6 per cent. outpaced income growth of 4 per cent., which resulted in negative jaws of 191 bps and an increased cost-to-income ratio of 70.2 per cent. (compared to 68.9 per cent. for the year ended 31 December 2024).

Credit impairment charges decreased by 14 per cent. to R806 million for the year ended 31 December 2025 compared to R940 million for the year ended 31 December 2024, supported by robust collection strategies and reduced write-offs. This was partially offset by higher non-performing loans in select markets linked to a challenging macroeconomic environment. For the year ended 31 December 2025, the credit loss ratio improved to 114 bps compared to 150 bps for the year ended 31 December 2024.

PPB – SBO

For the year ended 31 December 2025, headline earnings for PPB's SBO services declined by 24 per cent. (25 per cent. on a constant currency basis) to R1,445 million (compared to R1,908 million for the year ended 31 December 2024), with a ROE of 53.8 per cent. (compared to 65.5 per cent. for the year ended 31 December 2024). This performance was primarily influenced by reduced interest rates, which led to negative endowment. Clients also reallocated some of their liquidity to either higher yielding investments or the settlement of outstanding loans.

NII decreased by 16 per cent. to R2,505 million for the year ended 31 December 2025 (compared to R2,968 million for the year ended 31 December 2024), mainly due to the impact of negative endowment in a lower average interest rate environment, as well as lower balances as improved client affordability led to higher loan repayments.

NIR increased by 3 per cent. to R609 million in the year ended 31 December 2025 (compared to R591 million for the year ended 31 December 2024), supported by higher client transactional volumes.

Operating expenses increased by 1 per cent. to R1,371 million for the year ended 31 December 2025 (compared to R1,352 million for the year ended 31 December 2024), largely driven by annual salary increases and continued investment in technology capabilities to improve client experience.

During the year ended 31 December 2025, total net income declined by 13 per cent., coupled with operating expenses growth of 1 per cent. resulted in negative jaws of 13.9 per cent. and a higher cost-to-income ratio of 44.0 per cent. (compared to 38.0 per cent. for the year ended 31 December 2024).

Credit impairment charges increased compared to the prior year, reflecting affordability challenges driven by prolonged high interest rates and inflationary pressures.

The following table presents a summary of PPB's main performance indicators for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Net interest income	38,955	39,348
Non-interest revenue	21,129	19,483
Total net income	**60,084**	**58,831**
Credit impairment charges	(9,882)	(10,532)
Net income before operating expenses	**50,202**	**48,299**
Operating expenses	**(33,470)**	**(32,103)**
Staff costs	(17,890)	(16,709)
Other expenses[1]	(15,580)	(15,394)
Profit for the year attributable to ordinary shareholders	**11,390**	**10,835**
Headline earnings	**11,392**	**11,048**
Gross loans and advances	**721,079**	**710,570**
Total assets	**757,041**	**754,648**
Total liabilities	**700,861**	**698,958**

[1] This amount comprises other operating expenses, amortisation and depreciation, software, cloud and technology related costs

The following table presents selected ratios for PPB for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(per cent.)	*(per cent.)*
Credit loss ratio to customers	1.41	1.54
ROE	23.3	22.7

Insurance & Asset Management

IAM sits alongside SBG's three banking business units and includes the insurance, investment, and asset management businesses within the Group. Consolidating these offerings allows for more efficient scaling of the businesses while also improving client value propositions and specialised risk management, all contributing to enhanced value for clients, advisers, and shareholders. Various legal entities reside within IAM, most notably Liberty Holdings Limited ("**LHL**"), including STANLIB and Liberty Group Limited ("**LGL**"), Standard Insurance Limited ("**SIL**"), Melville Douglas, Liberty Kenya Holdings Plc and Stanbic IBTC Pension Managers. The IAM business unit operates principally in South Africa with the more material Africa Regions businesses residing in Kenya and Nigeria.

IAM offers a wide range of solutions to fulfil clients' long and short-term insurance, investment, and asset management needs, and its clients range from individuals to corporate and institutional clients across the countries in which the Group has a presence. Within IAM, there are specialised insurance and asset management skills as well as advice-led distribution capabilities that enable the Group to deliver holistic client value propositions.

Solutions are distributed through the Group's various distribution networks, including the large advisory partner and third-party distribution channels.

IAM – overview of results

IAM delivered headline earnings growth of 26 per cent. to R4,112 million (compared to R3,270 million for the year ended 31 December 2024), and an improved ROE of 22.1 per cent. for the year ended 31 December 2025 (compared to 16.5 per cent. for the year ended 31 December 2024). This performance was supported

by a 12 per cent. growth in new business value to R3.8 billion for the year ended 31 December 2025 (compared to R3.4 billion for the year ended 31 December 2024), and well capitalised key legal entities.

The increase in ROE was supported by continued strong operating earnings and the execution of capital optimisation initiatives.

Insurance operations

SBG's insurance operations are divided into three principal areas (i) life insurance; (ii) corporate benefits; and (iii) short term insurance.

Life insurance

SBG's life insurance solution involves the development, sourcing and management of life insurance and contractual savings propositions distributed via advice-led, third party and banking distribution channels. Propositions include health insurance, long-term insurance products such as life, critical illness, disability, funeral cover, and various insurance plans sold in conjunction with related banking products.

Corporate benefits

SBG's corporate benefits solution involves the provision of intermediated corporate benefits advice on competitive employee benefit solutions through the Group's advice-led and third-party distribution networks. The proposition consists of investment and risk solutions mainly through SBG's umbrella offering as well as consulting services.

Short-term insurance

SBG's short-term insurance solution involves the development and management of short-term insurance solutions to protect against loss or damage of assets. Propositions are distributed by banking and brokerage networks and include homeowners' insurance, household contents, vehicle insurance and commercial all-risk insurance.

Insurance – overview of results

Insurance operations headline earnings grew by 29 per cent. to R5,088 million for the year ended 31 December 2025 (compared to R3,953 million for the year ended 31 December 2024).

The South African insurance operating earnings increased by 27 per cent. to R5,075 million (compared to R4,011 million for the year ended 31 December 2024). A key contributor was the SA short-term insurance business which benefitted from higher underwriting margins as a result of risk selection re-pricing, a turn-around in the commercial book, operational efficiencies and lower weather-related claims.

SBG's insurance business remains well capitalised. The solvency capital requirement cover of LGL as at 31 December 2025 remained robust at 1.5 times (compared to 1.6 times for the year ended 31 December 2024), within the target range of 1.3 to 1.7 times. The solvency capital requirement cover of SIL as at 31 December 2025 was 1.7 times (compared to 1.8 times for the year ended 31 December 2024) and in line with the target of 1.7 times.

Africa Regions' insurance operating earnings reflected an improvement during the year ended 31 December 2025 against the prior year. The long-term and short-term insurance business earnings were largely stable. Earnings were impacted by higher claims across the regions, particularly in Kenya. The improved Africa Regions result for the year ended 31 December 2025 is mainly due to the reduced losses in the Liberty Health business due to the orderly market exit process which is underway as at the date of this Base Prospectus. Full run-off of the risk exposure is expected to be completed by the end of 2026.

During the year ended 31 December 2025, Africa Regions long-term insurance indexed new business was flat at R692 million (compared to R698 million for the year ended 31 December 2024). This result is attributable to a general shift in the mix of sales from recurring to single premium business in 2025, combined

with decreased new business sales in Botswana, Uganda, and Lesotho. The Botswana business sales decreased due to legislative changes on living annuities, whereas the Uganda and Lesotho businesses were negatively impacted by the closure of the health business in the year ended 31 December 2025.

Gross written premiums in Africa Regions short-term insurance businesses increased by 8 per cent. in the year ended 31 December 2025 (excluding the disposal of the short-term operation in Tanzania during 2025) to R1,510 million (compared to R1,815 million for the year ended 31 December 2024).

Asset management

SBG's Asset management operations are divided into two principal areas (i) Investments; and (ii) Asset management.

Investments

SBG's Investments solution includes the development and maintenance of local and offshore investment propositions. These include discretionary asset management, stockbroking, investment platform and discretionary fund management services, and traditional life company products.

Asset management

SBG's Asset management solutions include the development and maintenance of asset management propositions for institutional and wholesale clients. Propositions include collective investment schemes and pension fund administration.

Asset Management – overview of results

Asset management operating earnings increased by 16 per cent. to R1,108 million for the year ended 31 December 2025 (compared to R955 million for the year ended 31 December 2024). The South African asset management operating earnings increased largely as a result of benefits from performance fees and favourable markets on the asset base during 2025. The STANLIB SA result continues to absorb the ongoing investment into the business, which is on track for completion in 2026.

For the year ended 31 December 2025, the Africa Regions and International asset management operating earnings increased by 23 per cent. to R636 million (compared to R516 million for the year ended 31 December 2024), largely driven by performance fees and growth in the asset base during 2025 in the Nigerian business.

AUA and AUM in the South African asset management businesses increased by 17 per cent. to R1,322 billion for the year ended 31 December 2025 (compared to R1,133 billion for the year ended 31 December 2024). This growth was mainly attributable to positive local and offshore investment market movements during the year. The Africa Regions and International AUA and AUM increased by 9 per cent. to R437 billion during the year ended 31 December 2025 (compared to R401 billion for the year ended 31 December 2024) due to market growth in the businesses.

The following table presents a summary of IAM's main performance indicators and selected ratios for the years ended 31 December 2025 and 31 December 2024:

		Change	**2025**	**2024**
		%	**Rm**	**Rm**
Insurance operations				
New business value	Rm	12	3,780	3,366
South Africa insurance				
Long-term insurance operations				
Indexed new business[1]	Rm	4	13,798	13,212
Solvency capital requirement cover of Liberty Group Limited[2]	Times		1.5	1.6
Short-term insurance operations				
Gross written premiums	Rm	3	3,729	3,614

Solvency capital requirement cover of Standard Insurance Limited	Times		1.7	1.8
Africa Regions insurance				
Long-term insurance operations				
Indexed new business	Rm	(1)	692	698
Short-term insurance operations				
Gross written premiums[3]	Rm	(17)	1,510	1,815
Asset management				
Assets under management	Rbn	15	1,759	1,534
South Africa	Rbn	17	1,322	1,133
Africa Regions	Rbn	9	437	401

[1] Indexed new business has been restated to include sales on the Linked Investment Service Provider platforms (**LISP**s), which are off-balance sheet items, from which fees are earned. IAM's new LISP is a key enabler of the future strategy which is aimed at attracting material investment proposition flows to SBG's linked investment platforms.
[2] In April 2025 the Liberty Group Limited board agreed to a change in the methodology to allow for foreseeable dividends in determining own funds. Foreseeable dividends are now allowed for in accordance with the insurance group's dividend policy. The 2024 values have been revised to reflect this change in methodology.
[3] In April 2025 the Liberty Group Limited board agreed to a change in the methodology to allow for foreseeable dividends in determining own funds. Foreseeable dividends are now allowed for in accordance with the insurance group's dividend policy. The 2024 values have been revised to reflect this change in methodology.

The following table presents selected financial information for IAM's products for the years ended 31 December 2025 and 31 December 2024:

	Change	**2025**	**2024**
	%	**Rm**	**Rm**
Insurance operations	29	5,088	3,953
South Africa	27	5,075	4,011
Africa Regions	(>100)	13	(58)
Asset management	16	1,108	955
South Africa	8	472	439
Africa Regions and International	23	636	516
Central costs, sundry income and other adjustments	3	(348)	(339)
Total operating earnings	28	5,848	4,569
Shareholder Portfolio	(23)	676	878
Total gross earnings before inter-BU attribution	20	6,524	5,447
Inter-BU attribution headline earnings	11	(2,412)	(2,177)
Insurance South Africa	10	(2,320)	(2,103)
Insurance Africa Regions	24	(92)	(74)
Total Insurance & Asset Management headline earnings	26	4,112	3,270
ROE (%) – gross earnings		33.7	26.6
ROE (%) – net of inter-BU attribution		22.1	16.5

Central and Other

A central support area, C&O, provides support functions to the Group's business (which comprises the Banking and IAM businesses). C&O includes costs associated with corporate functions and the Group's treasury and capital requirements that have not been otherwise allocated to the business units. The impact on headline earnings was a cost of R1.2 billion for the year ended 31 December 2025 (compared to a cost of R1.0 billion for the year ended 31 December 2024). The key driver of the increase was lower interest earned on lower surplus capital held at the centre. Costs held centrally are tightly managed.

Principal sources of SBG revenue from Banking

The table below presents the Group's sources of income for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	
Net interest income	105,117	100,807
Non-interest revenue	63,710	57,886
Net fee and commission revenue	35,748	32,260
Trading revenue	23,210	21,154
Other revenue	1,094	1,021
Other gains and losses on financial instruments[1]	976	1,036
Insurance inter BU attribution	2,682	2,415
Total net income from banking activities	168,827	158,693

[1] For further information on other gains and losses on financial instruments, refer to page 135 of the SBG 2025 Annual Financial Statements.

For further information, see Note 48 (*Business Unit Reporting*) to the SBG 2025 Annual Financial Statements, which is incorporated by reference into the Base Prospectus.

Loan Portfolio

Introduction

SBG extends advances to the personal, commercial and corporate sectors as well as to the public sector. Advances to individuals are mostly in the form of home services (previously referred to as mortgages), VAF, card and payments and overdrafts. A significant portion of SBG's advances to commercial and corporate borrowers consist of advances made to companies engaged in manufacturing, finance and service industries.

Loan portfolio by category of loans and advances

The following table sets out the composition of SBG's advances by category of loan or advance as at 31 December 2025 and 31 December 2024.

	31 December	
	2025	**2024**
	(Rm)	
Loans and advances – IAM_1	2,220	3,600
Loans and advances – Banking	1,723,476	1,647,955
Loans and advances measured at fair $value_2$	5,962	823
Net loans and advances measured at amortised cost	1,717,514	1,647,132
Gross loans and advances measured at amortised cost	1,782,988	1,712,132
Home services	473,722	470,738
Vehicle and asset finance	141,330	134,902
Card and payments	40,627	38,592
Personal unsecured lending	108,301	106,120
Business lending and other	133,338	135,311
Corporate and sovereign	701,361	629,172
Bank[3]	184,309	197,297
Expected credit losses ("ECL") on loans and advances	**(65,474)**	**(65,000)**
Total loans and advances	**1,725,696**	**1,651,555**
Comprising:		
Gross loans and advances - Banking	1,788,950	1,712,955
Less: Expected credit losses	(65,474)	(65,000)

[1] Due to the nature of loans and advances within IAM, they are regarded as having a low probability of default. Therefore, ECL has been assessed to be insignificant on these balances. Refer to Note 48 (*Business Unit Reporting*) for details relating to business unit reporting.

[2] Includes ECL of R24 million on loans and advances measured at FVOCI. Refer to Note 21.5.2 for the reconciliation of FVOCI reserve for debt financial assets.

[3] Included in bank is an amount of R83,263 million (compared to R83,955 million for the year ended 31 December 2024) relating to on-demand gross loans and advances to banks that qualify as cash equivalents (see Note 45.5 in the 2025 SBG Annual Financial Statements).

Loan portfolio by industry sector

The following table sets out the composition of SBG's advances by industry sector as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	
Segmental analysis – industry		
Agriculture	43,126	46,542
Construction	21,558	19,837
Electricity	74,492	75,784
Finance, real estate and other business services	528,959	499,077
Individuals	679,130	661,303
Manufacturing	128,379	121,367
Mining	75,942	59,428
Other Services	64,042	69,512
Transport	70,339	62,671
Wholesale	102,983	97,434
Gross loans and advances	**1,788,950**	**1,712,955**

Geographical concentration of loans

The following table sets out the distribution of SBG's loans and advances by geographic area where the loans are recorded as at 31 December 2025 and 31 December 2024.

	31 December	
	2025	**2024**
	(Rm)	
Segmental analysis by geographic area		
South Africa	1,134,652	1,131,746
Africa Regions	426,987	385,949
International	227,311	195,260
Gross loans and advances	**1,788,950**	**1,712,955**

Credit impairments for loan and advances

The tables below present a reconciliation of the credit impairments for loans and advances for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	
Opening ECL –- 1 January	**65,000**	**63,995**
Net impairments raised and released	12,665	14,155
Impaired accounts written off	(16,726)	(17,309)
Exchange and other movements[1]	4,535	4,159
Closing ECL–- 31 December	**65,474**	**65,000**
Comprising:		
Stage 1 ECL	6,004	6,612
Stage 2 ECL	8,471	9,761
Stage 3 ECL	50,999	48,627
Total	**65,474**	**65,000**

[1] Exchange and other movements includes the net interest in suspense (IIS), time value of money (TVM) unwind, raised and released during the year.

The table below sets out a segmental analysis of Stage 3 expected credit losses on loans and advances by industry as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	
Segmental analysis of specific impairments by industry		
Agriculture	2,049	2,498
Construction	788	1,013
Electricity	141	123
Finance, real estate and other business services	5,460	5,284
Individuals	33,995	30,166
Manufacturing	1,052	2,579
Mining	627	786
Other services	1,465	1,470
Transport	1,522	1,252
Wholesale	3,900	3,456
Credit impairment on non-performing loans	**50,999**	**48,627**

The table below sets out a segmental analysis of Stage 3 expected credit losses loans and advances by geographic area as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	
Segmental analysis by geographic area		
South Africa	41,598	39,542
Africa Regions	8,732	8,557
International	669	528
Credit impairment on non-performing loans	**50,999**	**48,627**

The following table presents the non-performing exposures ratios for SBG's products for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
Stage 3 exposures ratios:	*(per cent.)*	
Home services	10.5	10.6
Vehicle and asset finance	6.8	8.5
Card and payments	13.6	10.9
Personal unsecured lending	10.8	10.0
Business lending and other	9.0	9.1
Corporate and sovereign	1.9	2.0
Bank		
C&O services		
Gross carrying amount of loans and advances at amortised cost	**5.7**	**5.9**

Credit portfolio characteristics and metrics

For further information on SBG's approach to managing and measuring credit risk and SBG's credit portfolio characteristics and metrics, see "*Annexure C – IFRS Risk and Capital Management Disclosures*" in the SBG 2025 Annual Financial Statements, which is incorporated by reference into the Base Prospectus.

Key Legal Entities

Headline earnings by key legal entity

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
SBSA Group as consolidated into SBG	**19,910**	**18,545**
Africa Regions legal entities	**19,695**	**18,032**
Liberty Holdings Group	**3,717**	**3,022**
Standard Bank Offshore	**3,087**	**4,019**
Other group entities	**1,254**	**(169)**
SBG Securities[1]	767	413
Standard Advisory London	88	179
Other[2]	399	(761)
Standard Bank Group Franchise	**47,663**	**43,449**
ICBCS	**1,544**	**1,054**
Standard Bank Group	**49,207**	**44,503**

[1] Improved investor appetite and liquidity, which led to increased institutional and retail client flow as well as market making opportunities.

[2] Other was driven by the non-recurrence of large defaults in a special purpose vehicle in the prior year, higher revaluation gains on asset in the corporate portfolio, higher eliminations on cash-settled share schemes that are recorded in SBSA Group.

Net asset value (equity attributable to ordinary shareholders) by key legal entity

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
SBSA Group	**135,323**	**123,829**
Africa Regions legal entities	**81,967**	**68,926**
Liberty Holdings Group	**17,950**	**16,561**
Standard Bank Offshore	**13,036**	**14,170**
Other group entities	**6,381**	**17,867**
SBG Securities	2,459	2,900
Standard Advisory London	887	994
Other	3,035	13,973
Standard Bank Group Franchise	**254,657**	**241,353**
ICBCS	**9,501**	**9,302**
Standard Bank Group	**264,158**	**250,655**

South Africa

SBSA is both a strong domestic bank, which leverages the advantages of its size and scope, and a cross-border bank, fully integrated with the rest of the Group. For more information on SBSA, see "*Description of The Standard Bank of South Africa Limited*".

Africa Regions

The Africa Regions business has a strong presence across 20 countries that continues to support sustainable economic growth by facilitating enhanced trade financing, transactional banking, risk management and investment opportunities.

Africa Regions are split into East Africa (incorporating Kenya, Uganda, South Sudan (which is a branch of Kenya) and Tanzania), South & Central Africa (incorporating Botswana, Eswatini, Lesotho, Malawi, Mauritius, Mozambique, Namibia, Zambia and Zimbabwe) and West Africa (incorporating Angola, Democratic Republic of the Congo, Ghana, Cote d'Ivoire and Nigeria) and representative offices in Egypt and Ethiopia.

SBG holds its Africa Regions investments, either directly or indirectly via Stanbic Africa Holdings Limited (UK) ("**SAHL**"), a wholly-owned subsidiary of SBG. SAHL is an intermediate holding company of the Group's Africa Regions investments and acts as an investment holding company. The Group manages its subsidiaries, across all geographies, on a legal entity basis in compliance with host country regulatory requirements.

The following five of SBG's Africa Regions subsidiaries are themselves listed entities: Stanbic Holdings Plc in Kenya, Stanbic IBTC Holdings PLC in Nigeria, Standard Bank (Malawi) Limited, Standard Bank Namibia Holdings Limited and Stanbic Bank Uganda.

Africa Regions – overview of results

The macroeconomic environment remained resilient despite global pressures in the year ended 31 December 2025. Tighter borrowing conditions, shifting trade policies and reduced international aid, together with high public debt and rising debt servicing costs, weighed on fiscal capacity. Despite this, the combinations of lower inflation, improving reform efforts, an easing monetary policy stance in most markets and deeper regional trade integration efforts, positioned Africa Regions to close 2025 stronger than it began.

The Africa Regions legal entities delivered headline earnings of R19,695 million for the year ended 31 December 2025 (compared to R18,032 million for the year ended 31 December 2024), an increase of 9 per cent. in ZAR and 10 per cent. on a constant currency basis and contributed 40 per cent. of the Group's headline earnings (compared to 41 per cent. in the year ended 31 December 2024).

For the year ended 31 December 2025, Africa Regions delivered a ROE of 25.9 per cent. (compared to 28.4 per cent. for the year ended 31 December 2024), with dilution driven in part by capital retention to support business growth opportunities and increased regulatory requirements in certain markets. Total net income grew by 11 per cent. to R66,390 million (compared to R59,798 million for the year ended 31 December 2024) and operating expenses increased by 10 per cent. to R28,288 million in the year ended 31 December 2025 (compared to R25,787 million for the year ended 31 December 2024). This led to positive jaws of 133 bps and an improved cost-to-income ratio of 42.6 per cent. for the year ended 31 December 2025 (compared to 43.1 per cent. for the year ended 31 December 2024).

Net loans and advances grew by 15 per cent. (on a constant currency basis) during the year ended 31 December 2025 supported by good origination in the corporate loan book particularly in the Energy & Infrastructure, Consumer, Diversified Industries and Telecommunications & Media sectors. Growth in retail and business lending portfolios was driven by good client activity which supported increased disbursements and higher working capital utilisation. Deposits from customers grew by 18 per cent. (on a constant currency basis) in the year ended 31 December 2025 (compared to the year ended 31 December 2024), underpinned by higher current account and fixed deposit balances due to targeted client acquisition initiatives and focused retention efforts aimed at deepening client relationships.

NII grew by 13 per cent. (on a constant currency basis) in the year ended 31 December 2025, supported by ongoing balance sheet momentum across the business units and positive endowment impact from higher average interest rates in Angola, Malawi, Mauritius, Nigeria, and Zambia. This was partially offset by negative endowment from lower average interest rates in the rest of the portfolio.

East Africa

East Africa demonstrated economic resilience in the year ended 31 December 2025, supported by easing inflation and sustained growth in key sectors which included trade, tourism and infrastructure. Inflation moderated in the region supported by improved agricultural output and lower fuel costs. Kenya and Uganda reduced monetary policy rates which Tanzania held rates steady.

East Africa headline earnings grew by 11 per cent. (on a constant currency basis) in the year ended 31 December 2025 to R4,683 million (compared to R4,195 million for the year ended 31 December 2024), with a ROE of 22.5 per cent. (compared to 23.0 per cent. for the year ended 31 December 2024) (each on a constant currency basis).

NII grew by 3 per cent. (on a constant currency basis) for the year ended 31 December 2025 compared to the previous year, driven by loan book growth particularly in investment banking from ongoing origination activity, growth in the personal lending book on the back of improved customer affordability and higher financial investment placements. This was partly offset by the impact of negative endowment from lower average interest rates.

Net fee and commission revenue grew by 8 per cent. (on a constant currency basis) for the year ended 31 December 2025, supported by a combination of increased demand for corporate advisory and trade finance services, together with higher card transaction volumes driven by improved client transactional activity. For the year ended 31 December 2025, trading revenue remained flat (compared to the year ended 31 December 2024), due to a combination of lower client foreign exchange margins linked to excess U.S. dollar liquidity in Kenya and reduced market volatility. This was offset by improved client margins on foreign exchange transactions in Uganda.

Credit impairment charges decreased by 44 per cent. (on a constant currency basis) in the year ended 31 December 2025, mainly due to improved loan book quality and higher post write-off recoveries on the back of enhanced collection capabilities in business banking and improved risk quality in the corporate portfolio.

Operating expenses increased by 4 per cent. (on a constant currency basis) in the year ended 31 December 2025 (compared to the year ended 31 December 2024), driven by annual salary increases, a shift in headcount composition to specialist skills and ongoing investment in digital initiatives.

South & Central Africa

For the year ended 31 December 2025, South & Central Africa's macroeconomic recovery remained constrained, following the ongoing drought and inflationary pressure across several markets. Inflation remained elevated in Malawi and Zambia, prompting central banks to maintain tight or steady monetary policies to anchor price stability. Mozambique faced heightened sovereign risk challenges amid post-electoral unrest and mounting fiscal pressure.

South & Central Africa’s headline earnings decreased by 13 per cent. (on a constant currency basis) to R7,447 million (compared to R8,730 million for the year ended 31 December 2024) with a ROE of 21.6 per cent. for the year ended 31 December 2025 (compared to 28.7 per cent. for the year ended 31 December 2024).

NII increased by 4 per cent. (on a constant currency basis) in the year ended 31 December 2025, driven by a combination of loan book growth driven by strong loan origination, increased demand for overdraft facilities and higher financial investment placements. Growth was further supported by positive endowment from higher average interest rates in Malawi, Mauritius and Zambia, which was moderated by interest rate cuts in other markets.

During the year ended 31 December 2025, net fee and commission revenue increased by 8 per cent. (on a constant currency basis), supported by higher card-based commissions from increased digital transaction activity, stronger demand for foreign currency and overdraft facilities, together with growth in the client base and annual price increases.

Trading revenue decreased by 9 per cent. (on a constant currency basis) in the year ended 31 December 2025 (compared to the year ended 31 December 2024), primarily driven by the non-recurrence of prior year foreign exchange revaluation gains in Zimbabwe. Revenue was further impacted by lower client activity driven by foreign exchange scarcity in the region.

In the year ended 31 December 2025, credit impairment charges increased by more than 100 per cent. (compared to the year ended 31 December 2024), mainly due to provisions raised for sovereign credit risk deterioration in the region. Credit impairment charges on loans and advances normalised for the year as the prior year included significant recoveries from cures and restructures in the corporate portfolio.

Operating expenses increased by 5 per cent. (on a constant currency basis) for the year ended 31 December 2025, mainly due to annual salary increases, a shift in headcount composition to specialist skills, continued

investment in strategic technology initiatives, as well as higher marketing and advertising costs driven by focused client campaigns and sponsorships aligned with strategic initiatives.

West Africa

West Africa demonstrated resilient growth and strengthened macroeconomic fundamentals in the year ended 31 December 2025, supported by policy reforms, increased foreign direct investment and further investment in energy and infrastructure. The region maintained a stable foreign exchange environment. Ghana and Nigeria further enhanced foreign exchange resilience through continued reserve accumulation and improvements in their current account positions. Most central banks in the region reduced interest rates as inflation eased while Angola and Nigeria kept rates comparatively high.

West Africa delivered headline earnings for the year ended 31 December 2025 of R7,565 million (compared to R5,107 million for the year ended 31 December 2024), up by 49 per cent. (on a constant currency basis) with a ROE of 36.7 per cent. (compared to 34.5 per cent. for the year ended 31 December 2024).

NII increased by 32 per cent. in the year ended 31 December 2025 (compared to the year ended 31 December 2024), supported by balance sheet growth due to increased loan origination particularly in the Energy & Infrastructure sector, along with higher financial investment placements. This strong performance was further supported by positive endowment from higher average interest rates in Angola and Nigeria.

Net fee and commission revenue grew by 32 per cent. (on a constant currency basis) for the year ended 31 December 2025, driven by increased advisory activity in investment banking linked to debt structuring in the Energy & Infrastructure sector. Growth was further supported by increased retail client activity which benefitted from higher transactional volumes and annual price increases, and a strong performance in the pension fund administration and asset management businesses which was underpinned by growth in the client base and an associated increase in AUM.

For the year ended 31 December 2025, trading revenue grew by 33 per cent. (on a constant currency basis) compared to the year ended 31 December 2024, supported by increased client flows linked to foreign exchange sales and higher margins on foreign exchange deals, supported by stronger activity in the Oil & Gas sector and heightened client demand resulting from elevated market volatility.

Credit impairment charges decreased by 72 per cent. (on a constant currency basis) for the year ended 31 December 2025, driven by provision releases linked to improved client risk profiles, the settlement of delinquent accounts, post write-off recoveries and loan repayments.

Operating expenses grew by 25 per cent. (on a constant currency basis) for the year ended 31 December 2025 (compared to the year ended 31 December 2024), driven by a combination of annual salary increases, higher performance-related incentives and a shift in headcount composition based on skills requirements. This was further impacted by a higher Asset Management Corporation of Nigeria levy commensurate with asset growth, as well as increased investment in digital capabilities to support client needs.

The table below presents a summary of the main performance indicators of the legal entities within the Africa Regions for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
Net interest income (Rm)	41,236	36,935
Non-interest revenue (Rm)	25,154	22,863
Total income (Rm)	**66,390**	**59,798**
Credit impairment charges (Rm)	(3,078)	(3,192)
Income before operating expenses (Rm)	**63,312**	**56,606**
Operating expenses (Rm)	**(28,288)**	**(25,787)**
Staff costs (Rm)	(13,786)	(12,310)
Other expenses (Rm)	(14,502)	(13,477)
Net income before non-trading and capital related items, and equity accounted earnings (Rm)	**35,024**	**30,819**
Non-trading and capital related items (Rm)	52	(469)
Profit before indirect taxation (Rm)	**35,076**	**30,350**
Indirect taxation (Rm)	(1,298)	(1,151)
Profit before direct taxation (Rm)	**33,778**	**29,199**
Direct taxation (Rm)	(9,114)	(7,602)
Attributable to non-controlling interest (Rm)	(4,941)	(3,953)
Profit for the year attributable to ordinary shareholders (Rm)	**19,723**	**17,644**
Headline earnings (Rm)	**19,695**	**18,032**
Net loans and advances (Rm)	**374,741**	**355,437**
Total assets (Rm)	**656,167**	**588,916**
Total liabilities (Rm)	**558,357**	**506,014**
Credit loss ratio (bps)	**43**	**68**
Cost-to-income ratio (per cent.)	**42.6**	**43.1**
Jaws (bps)	**133**	**496**
ROE (per cent.)	**25.9**	**28.4**

The following table presents select performance indicators of the Africa Regions, on a geographical basis, for the years ended 31 December 2025 and 31 December 2024:

	East Africa		**South & Central Africa**		**West Africa**		**Africa Regions legal entities**	
	31 December		**31 December**		**31 December**		**31 December**	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**
	(Rm)		*(Rm)*		*(Rm)*		*(Rm)*	
Profit attributable to ordinary shareholders	4,685	4,197	7,413	8,336	7,625	5,111	19,723	17,644
Headline earnings	4,683	4,195	7,447	8,730	7,565	5,107	19,695	18,032
ROE (per cent.)	22.5	23.0	21.6	28.7	36.7	34.5	25.9	28.4

Key contributors to Africa Regions' headline earnings were Angola, Ghana, Kenya, Mauritius, Nigeria, Tanzania, Uganda and Zambia.

For more information, see "*Description of The Standard Bank Group Limited - Standard Bank Franchise – Business Units"* above and "*Annexure A – Subsidiaries, Consolidated and Unconsolidated Structured Entities*" in the SBG 2025 Annual Financial Statements.

Employees

For the year ended 31 December 2025, the Group had 54,244 employees (50,714 permanent employees and 3,530 non-permanent employees), compared to 54,115 employees (50,316 permanent employees and 3,799 non-permanent employees), for the year ended 31 December 2024.

SBG's Employee Net Promoter Score ("**eNPS**") for the year ended 31 December 2025 was 54, an increase from the eNPS of 48 for the year ended 31 December 2024, representing SBG's highest level in the preceding 5 years.

Governance

The Group operates within a clearly defined governance framework. This governance framework enables the board of directors of SBG (the "**SBG Board**") to balance its role of providing risk oversight and strategic counsel with ensuring adherence to regulatory requirements and risk tolerance. The SBG Board-approved framework outlines mechanisms for the Group to implement robust governance practices and provides clear direction for decision-making across all disciplines. Through this framework the SBG Board has delegated the day-to-day management of the Group, in writing, to SBG's chief executive without abdicating the SBG Board's responsibility.

The SBG Board is ultimately responsible for governance. The chairman is an independent non-executive and the roles of chairman and chief executive are separate. This board composition ensures there is a balance of power on the SBG Board, so no individual or group can dominate the SBG Board's processes or decision making and stimulates robust challenge and debate. In discharging its responsibilities, the SBG Board delegates authority to relevant SBG Board committees and individuals with clearly-defined mandates and delegated authorities, although the SBG Board retains its responsibilities. Each committee has a mandate, which the SBG Board reviews at least once a year. Mandates for each committee set out its role, responsibilities, scope of authority, composition, terms of reference and procedures. The SBG Board's committees include the directors' affairs committee, audit committee, risk and capital management committee, the social, ethics and sustainability committee, information technology committee, model approval committee, remuneration committee and large exposure credit committee. The Group Leadership Council supports the chief executive in the day-to-day management of the affairs of the Group, subject to statutory parameters and matters reserved for the SBG Board.

The Group's board-approved governance framework is embedded in all the Group's operations and is designed to provide clear direction for responsive decision-making and to support responsible behaviour.

The King V Report on Corporate Governance for South Africa 2025 ("**King V**") forms the cornerstone of the Group's governance approach. The Group's application of its principles is embedded throughout its governance framework, allowing the Group to achieve the good governance principles of ethical culture, good performance, effective control and legitimacy. The Group implements its framework principles to:

- ensure the pursuit of strategic opportunities within the board-approved risk appetite, supporting a prudent balance of risk and return;
- provide controls that are effective in avoiding financial loss or reputational damage due to misconduct or unethical behaviour;
- embed the principle of doing the right business, the right way and ensuring ethical business practices are embedded within and across the Group's markets; and
- support the Group's legitimacy as a responsible corporate citizen, enhancing the resources and relationships it relies on today for the future benefit of the Group, its clients, employees, stakeholders and society.

The Group's ability to anticipate and respond effectively to change underpins its governance philosophy and supports the acceleration of the Group's strategy, including how the SBG Board provides counsel and oversight.

The Group's philosophy supports the digital enablement of governance, allowing the Group to adequately introduce new operating models, understand the opportunities and risks associated with accelerating the strategy and managing constraints, and effectively allocating its resources in an ever-changing world to deliver and protect sustainable shared value.

Board of Directors

The SBG Board is constituted in accordance with SBG's Memorandum of Incorporation. The SBG Board is considered effective and of an appropriate size for the Group.

The current members of the SBG Board are listed below (effective 30 June 2026):

Name	Title	Year Joined SBG Board
Sim Tshabalala	Chief executive officer and executive director	2013
Arno Daehnke	Chief finance and value management officer, executive director	2016
Nonkululeko Nyembezi	Chairman, independent non-executive director	2020
Fenglin Tian	Senior deputy chairman, non-executive director	2024
Heather Berrange	Independent, non-executive director	2025
Paul Cook	Independent, non-executive director	2021
Sola David-Borha	Independent non-executive director	2024
Trix Kennealy	Independent, non-executive director	2016
Ben Kruger	Independent, non-executive director	2022
Li Li	Non-executive director	2021
Rose Ogega	Independent, non-executive director	2025

Changes to the SBG's Board

The SBG Board places significant value on maintaining a strong and balanced composition, recognising that this is essential to effective oversight and sound decision-making. Strong emphasis is placed on structured succession planning for both its directors and the Group's senior executives. In line with the Group's corporate governance arrangements, the SBG Board, assisted by the Directors' Affairs Committee, regularly reviews its composition to ensure it remains effective and appropriately balanced in terms of skills, experience, tenure, diversity and geographical representation. A comprehensive succession plan is in place, aligning future board needs with the critical competencies required for effective oversight. The plan aims to maximise the value of a high-performing board comprising directors with diverse expertise across multiple disciplines.

Two non-executive directors, Rose Ogega and Heather Berrange, were appointed to the SBG Board in January 2025 and August 2025 respectively.

The Group’s tenure provision states that the SBG Board has the discretion, on a case-by-case basis, to extend the term of a director who has reached their nine-year tenure if it determines that the director's continued service is in the best interest of the Group and to ensure continuity and retain key skills and diversity. The SBG Board approved the extension of Trix Kennealy's tenure as a non-executive director initially for a 12-month period until the 2027 annual general meeting ("**AGM**"), subject to further review and extension.

In line with the Prudential Authority’s Directive 1 of 2026, which came into effect in February 2026, paragraph 7.1.2.8 (a) stipulates that in exceptional cases, at the sole discretion of the Prudential Authority, and after considering factors such as the adequacy of mechanisms in place to strengthen board independence, the board’s relevant skills, experience, composition and any other material factors, the Prudential Authority may approve an extension to the nine-year period. The Prudential Authority formally approved the reinstatement of Trix Kennealy’s independence classification for a period of 24 months, subject to the boards’ annual review and confirmation of her classification as an independent non-executive director. This was with effect from 24 April 2026.

Having served on the SBG Board for nine years, Jacko Maree, Geraldine Fraser-Moleketi and Nomgando Matyumza retired from the board at the conclusion of the SBG AGM held in June 2026. Lwazi Bam resigned from the board at the conclusion of the 2026 AGM.

Conflicts of Interest

In accordance with paragraph 7.4, 7.5 and 7.6 of the JSE Debt Listings Requirements and in addition to the requirements of Section 75 of the Companies Act 71 of 2008, SBG and SBSA directors' interests are disclosed quarterly at the start of SBG and SBSA board and board committee meetings. These disclosures include a register of all personal financial interests as well as any declarations of interest in matters on the agenda and in board and board committee papers that may constitute, or be perceived to constitute, a potential conflict of interest. Where conflicts have been identified, directors recuse themselves from the meeting when the SBG Board considers any matters in which they may be conflicted. The Group Secretary maintains a register of directors' interests, which is tabled at each board and committee meeting and any changes are submitted to the SBG Board as they occur. All conflicts of interest are considered and managed by the SBG Board/SBG Board committees in terms of the Management of Conflicts of Interests Policy as published on the Group's website.

Capital Adequacy

The Group's capital management function is designed to ensure continuous compliance with regulatory requirements, while aligning the capitalisation of the Group and its principal subsidiaries with the Group's risk appetite and target ranges, both of which are approved by the SBG Board. It further aims to optimise capital allocation and usage, generating returns that appropriately compensate shareholders for the risks incurred. Capital adequacy is actively managed and is a key component of the Group's planning and forecasting processes. The capital plan is tested under a range of stress scenarios.

The Prudential Authority adopted the Basel III framework, subject to certain phase-in provisions as provided by the Basel Committee for Banking Supervision ("**BCBS**") from 1 January 2013. From 1 January 2019 the requirements that were subject to phase-in provisions have been fully implemented.

South African minimum Basel III capital requirements were 8.5 per cent. for CET 1, 10.75 per cent. for tier 1 and 14.0 per cent. for total capital adequacy in 2025. These minimums exclude the countercyclical buffer, which was not announced as a requirement for South Africa for the 2025 financial year, and confidential bank-specific pillar 2b capital requirements, but include the maximum potential D-SIB requirement of 2.5 per cent.

The Prudential Authority announced the implementation of a positive cycle-neutral countercyclical capital buffer. The minimum capital requirements increased to 9.5 per cent., 11.75 per cent. and 15.0 per cent. respectively on 1 January 2026 following the implementation of the 1 per cent. positive cycle-neutral countercyclical capital buffer. These minimums include the countercyclical capital buffer, as well as the maximum potential D-SIB requirement of 2.5 per cent., but exclude the confidential bank-specific pillar 2b capital requirements.

The Basel III finalisation rules were successfully implemented on 1 July 2025, as required by the Prudential Authority. Adoption of these rules has not had a material impact on the Group's capital adequacy.

The Group manages its capital levels to support business growth, maintain depositor and creditor confidence, create value for shareholders, and ensure regulatory compliance. The main regulatory requirements to be complied with are those specified in the Banks Act and related applicable regulations, which are aligned with Basel III.

Regulatory capital adequacy is measured through three risk-based ratios, namely CET 1, tier 1 and total capital adequacy ratios which are calculated on the following bases:

- CET 1: ordinary share capital, share premium, retained earnings, other reserves and qualifying non-controlling interest less regulatory adjustments divided by total risk weighted assets ("**RWA**").
- Tier 1: CET 1 and other qualifying non-controlling interest plus AT1 instruments that comply with the Basel III rules divided by total RWA.

- Total capital adequacy: Tier 1 plus other items such as general credit impairments and subordinated debt that comply with the Basel III rules divided by total RWA.

RWA are calculated in terms of the Banks Act and related regulations, which are aligned with Basel III.

The Prudential Authority adopted the leverage framework that was issued by the BCBS in January 2014. A leverage ratio buffer requirement for D-SIB banks in South Africa equal to 50 per cent. of higher loss absorbency requirements imposed on a D-SIB's CET 1 ratio became effective from 1 January 2025, increasing the Group's minimum leverage ratio requirement to 4.5 per cent. The non-risk-based leverage measure is designed to complement the Basel III risk-based capital framework. The Group's leverage ratio inclusive of unappropriated profit was 8.5 per cent. as at 31 December 2025 (compared to 8.7 per cent. as at 31 December 2024).

For further information, see the SBG 2025 Risk and Capital Management Report which is incorporated by reference into the Base Prospectus.

The following table sets out the Group's CET1, Tier 1 and Tier 2 capital excluding unappropriated profit for the years ended 31 December 2025 and 31 December 2024.

Basel III qualifying capital excluding unappropriated profits

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Ordinary shareholder's equity	**264,158**	**250,655**
Qualifying non-controlling interest	10,001	7,286
Less: regulatory adjustments	(16,343)	(18,110)
Goodwill	(1,511)	(1,656)
Other intangible assets	(7,098)	(8,350)
Investments in financial entities	(6,017)	(6,676)
Other adjustments	(1,717)	(1,428)
Total CET 1 capital (including unappropriated profit)	257,816	239,831
Unappropriated profits	(13,825)	(15,741)
CET 1 capital	243,991	224,090
Qualifying other equity instruments	22,359	18,217
Qualifying non-controlling interest	1,204	1,330
Tier 1 capital	267,554	243,637
Qualifying Tier 2 subordinated debt	26,777	28,180
General allowance for credit impairments	4,677	5,392
Tier 2 capital	31,454	33,572
Total regulatory capital	**299,008**	**277,209**

Source: This information has been extracted from the SBG's 2025 Annual Financial Statements

The following table sets out the Group's RWA and associated capital requirements for the years ended 31 December 2025 and 31 December 2024.

Basel III RWA and associated capital requirements

	RWA		Minimum capital requirements[1]
	2025	**2024**	**2025**
	(Rm)	*(Rm)*	*(Rm)*
Credit risk (excluding counterparty credit risk (CCR))	**1,297,552**	1,247,809	**181,657**
Of which: standardised approach[2]	**636,272**	602,417	**89,078**
Of which: foundation internal ratings-based (F-IRB) approach	**204,727**		**28,662**
Of which: advanced internal rating-based (A-IRB) approach	**456,553**	645,392	**63,917**
CCR	**63,792**	77,586	**8,931**
Of which: standardised approach for CCR	**63,186**	76,213	**8,846**
Of which: other CCR	**606**	1,373	**85**
CVA	**26,233**	12,667	**3,673**
Equity positions under the simple risk weight approach[3]		6,823	
Equity investments in funds–- look through approach	**6,269**	5,877	**878**
Equity investments in funds–- mandate-based approach	**10,108**	7,167	**1,415**
Equity investments in funds–- fall-back approach	**144**	160	**20**
Securitisation exposures in banking book	**842**	1,085	**118**
Of which: Internal Ratings-Based Approach (SEC-IRBA)	**485**	661	**68**
Of which: External Ratings-Based Approach (SEC-ERBA)	**357**	424	**50**
Market risk	**127,817**	94,604	**17,894**
Of which: standardised approach	**127,817**	60,059	**17,894**
Of which: internal model approach (IMA)		34,545	
Operational risk	**248,075**	238,520	**34,731**
Amounts below the thresholds for deduction (subject to 250 per cent. risk weight)	**84,993**	80,256	**11,899**
Output floor applied			
Floor adjustment (before application of transitional cap)			
Floor adjustment (after application of transitional cap)			
Total	**1,865,825**	1,772,554	**261,216**

[1] Measured at 14.0 per cent. and excludes confidential bank-specific capital requirements. The Group's D-SIB buffer requirement amounts to 1.5 per cent. of which 1.0 per cent. is required to be held in CET I.

[2] Basel III reform proposals implemented effective 1 July 2025 resulted in reclassifications between certain Basel asset classes.

[3] Equity positions under the simple risk weight approach disclosed as part of Credit Risk – Standardised Approach.

Source: This information has been extracted from SBG's 2025 Risk and Capital Management Report

The following table details the Group's capital adequacy ratios for the years ended 31 December 2025 and 31 December 2024 on a Basel III basis.

Capital Adequacy Ratios

	Internal target ranges [1]	SARB minimum regulatory requirement [2]	Excluding unappropriated profits		Including unappropriated profits	
			2025	**2024**	**2025**	**2024**
	(per cent.)	*(per cent.)*	*(per cent.)*	*(per cent.)*	*(per cent.)*	*(per cent.)*
CET 1 capital adequacy ratio	>12.5	9.5	13.1	12.6	13.8	13.5
Tier 1 capital adequacy ratio	>13.5	11.75	14.3	13.7	15.1	14.6
Total capital adequacy ratio	>15.5	14.0	16.0	15.6	16.8	16.5

1 Including unappropriated profit

2 Excluding confidential bank specific requirements. Inclusive of Positive Cycle Neutral Countercyclical Buffer requirements of 1 per cent. effective from 1 January 2026.

Source: This information has been extracted from SBG's 2025 Annual Results Booklet

For further information, see "*Annexure C – Risk and Capital Management – IFRS disclosures*" set out in SBG 2025 Annual Financial Statements and SBG's 2025 Risk and Capital Management Report, each of which are incorporated by reference into this Base Prospectus.

Climate Policy

As an African bank, with a deep understanding of Africa's economic and developmental challenges, SBG takes a considered and responsible approach to decarbonisation. Guided by the need for a just energy transition, and the Paris Agreement's principle of 'common but differentiated responsibilities', SBG recognises that while there is a duty on all countries to take climate action, the types of action they take will depend on their national circumstances. Many African economies depend on non-renewable exports for government revenues, economic stability, and public services. Transitioning away from these resources requires careful planning to avoid economic disruptions and ensure a just transition. Rapid disinvestment in coal, oil and gas production is neither practical nor responsible in African economies with a heavy reliance on these fuels. While the Group supports the transition to lower-carbon energy sources, it believes that energy security and economic growth still require substantial non-renewable inputs. An integrated approach that considers renewable energy, battery storage, and some capacity from carbon-based fuels, is prudent to ensure energy reliability, access and efficiency in harmony with preserving the environment and climate. In this context, the Group will continue to support the development of affordable, reliable and sustainable energy infrastructure for Africa's people, while ensuring that all projects are designed and implemented with robust environmental and social impact and risk controls, as part of clients' transition strategies, and within the parameters of the Group's climate policy and targets.

Climate risk mitigation and adaptation is one of the Group's four impact areas and is recognised as a material risk and opportunity by the Group. As set out in the Group's March 2025 Climate Policy, the Group has adopted complementary mechanisms to achieve its net zero ambitions, including:

- Active portfolio management, as it works toward reducing the physical intensity of its financed emissions, inclusive of certain exclusions and restrictions on lending and investing in specific high-emissions sectors, and targets to decrease the physical intensity of its financed emissions in high carbon emitting sectors such as oil and gas;

- Mobilisation of sustainable finance, including green finance, and active pursuit of a low-carbon energy mix, with a target to increase the Group's lending and investment in sustainable, gas and low-carbon energy technologies;

- Robust due diligence and responsible client selection, together with ongoing client engagement regarding sector transition pathways and the potential for technological developments to support and accelerate Africa's clean energy transition; and

- Advocacy for supportive policy and regulatory frameworks at national and regional level.

The Group's efforts to maximise positive climate action are reflected in its targets for the mobilisation of sustainable finance, including green finance.

The Group has set a target to reduce physical intensity of financed emissions for upstream oil and gas by 10 per cent. and maintain an average portfolio intensity below 33 kgCO2e/boe for upstream oil and gas production (Scope 1 and 2 client emissions). The Group believes that its climate commitments must be considered in the context of its presence in a number of countries that are currently pursuing the growth of energy infrastructure, its role as a major financier of African infrastructure projects, and the need to continue to provide services to state-owned electricity companies, some of which are heavily dependent on carbon-based fuels, to maintain energy security and the stability of national grids.

Legal Proceedings

There are no governmental, legal or arbitration proceedings (nor are there any such proceedings which are pending or threatened of which SBG is aware) during the 12 months prior to the date of this Base Prospectus which may have, or have had, in the recent past a significant effect on the financial position or profitability of SBG and/or the Group taken as a whole. SBG and its subsidiaries have sued and are defendants in a number of legal proceedings incidental to their operations. While any litigation has an element of uncertainty, SBG does not expect that the outcome of any such proceeding, either individually or in aggregate, will have a material adverse effect upon SBG's consolidated financial position or results.

SBG Technology Capability

With the significant impact of the digital revolution, consumers and businesses are being forced to change the way they interact. Technology is central to the Group's ability to adapt to a changing world and create sustainable long-term value for the Group's stakeholders. SBG regards technology as a strategic asset which supports, sustains and enables growth and operational performance within the Group.

The Group's technology strategy is aligned to, and a key enabler of, the Group's strategic vision. The key elements of the Group's technology strategy are focused on embedding a client-centric culture which is aimed at ensuring that the Group's systems are "always on" (available to its customers) and secure (through managing the risk of security breaches), systems are enabled by a business unit led model, facilitating the digital transformation of the Group, driving the simplification of the Group's systems, and in having the right employees to deliver on the strategy.

The management of technology risks remained central to the Group’s activities in 2025, driving resilience, efficiency and security. The Group continued to enable improvements in system stability, maintained its mean-time-to-recover targets and kept a defensive posture on cyber-security in the year ended 31 December 2025. The Group achieved this through focused investment in improved risk monitoring and digital assurance programs, and concerted oversight of core technology practices and disciplines. This included improvements of critical systems and infrastructure reaching end-of-life. The Group successfully delivered on the SARB's Operational Resilience Regulatory Directive – D4/2023, with a comprehensive compliant framework, and focused disaster recovery testing of critical applications across the domain. As this directive links critical services to Resolution and Recovery plans, it has enabled an in depth understanding of operational interdependencies that may trigger critical services, implementation of proactive controls and assessment of the potential cost of such disruptions.

Technology is an important part of the Group's business and is a key driver of the Group's ability to meet evolving client needs. The Group leverages digital channels for 24/7 accessibility, data-driven personalised interactions and to enable AI-driven innovations.

In 2025, the Group made progress in driving the adoption of a variety of AI tools to improve employee productivity while also unlocking automation opportunities through the redesign of core processes and client journeys, within the parameters of the Group's AI frameworks on Responsible Use of AI, and enhanced risk and governance requirements.

Despite an increase in cyber threats, the Group successfully avoided material incidents in 2025, evidencing prudent cybersecurity measures. However, in March 2026, the Group reported that it had identified an incident involving unauthorised access to select data contained in internal administrative and document filing systems. No operational disruption or financial loss was recorded. Steps have been taken to test and strengthen the control environment including, access control remediation.

The SBG Board believes that information and technology are integral components in executing on the Group’s strategic priorities to achieve its commitments and deliver its purpose. The Group Information Technology Committee ("**GITC**") is a subcommittee of the SBG Board that assists with the oversight of the strategic direction and transformation of the Group’s information security, technology, data and analytics capabilities. The GITC ensures that prudent and reasonable steps are taken to govern technology

and information in line with the King V principles. Technology and information risks are integrated in the Group's risk management frameworks and are considered by the Group Risk and Capital Management Committee ("**GRCMC**") as part of its oversight of non-financial risk. The Group Audit Committee ("**GAC**") monitors the implementation of remedial actions listed in the internal audit reports.

Regulation

General regulatory requirements

The Issuer is subject to, amongst other pieces of legislation, the Banks Act and the FSR Act and is supervised by the Financial Conglomerate Supervision Department of the Prudential Authority.

Please see the section of this Base Prospectus headed "*Risk Factors - The impact of any future change in law or regulation on the Issuers' business is uncertain* " on page 35.

Anti-money laundering regulatory requirements

SBG is committed to and supports global efforts to combat money laundering ("**ML**"), terrorist financing ("**TF**") and proliferation financing ("**PF**"). Consequently, SBG has developed and implemented policies and procedures to promote compliance with its anti-money laundering ("**AML**"), combating the financing of terrorism ("**CFT**") and combating the financing of proliferation of weapons of mass destruction ("**CPF**") regulatory obligations in each jurisdiction in which it operates. Meeting ML, TF, and PF control requirements imposes significant obligations including (*inter alia*) client due diligence and verification, record keeping, staff training, and the detection and reporting of suspicious and unusual transactions. The Group Money Laundering Control Policy is implemented as the minimum standard throughout SBG, with a particular emphasis on implementing bespoke ML/TF controls designed to mitigate risks identified in enterprise-wide and country ML/TF/PF business risk assessments. In relation to suspicious transaction reporting, the Group's expectation is that institutions have implemented an automated transaction monitoring system ("**ATMS**") and additionally provide their staff with mechanisms to report and escalate suspicious transactions as defined by relevant legislation and guidance. SBG continues to enhance its ML and TF detection capabilities across all countries of operation. Dedicated AML transaction monitoring teams are responsible for receiving, evaluating, and reporting suspicious or unusual transactions and activities to the appropriate authorities. These teams operate under the guidance of a Financial Crime Management Unit, which ensures full cooperation with law enforcement agencies from an information sharing perspective (while adhering to legislative parameters which guide the circumstances under which such information can be shared).

Anti-bribery and corruption requirements

Anti-bribery and corruption ("**ABC**") policies are implemented consistently across SBG. All companies in the Group are committed to the highest level of ethical behaviour, and have a zero-tolerance approach towards bribery and corruption. The Group has designed and implemented an anti-bribery management system to ensure compliance with ABC laws in all markets and jurisdictions in which it operates. These laws include (but are not limited to), the South African Prevention and Combating of Corrupt Activities Act, No.12 of 2004, the UK Bribery Act and the U.S. Foreign Corrupt Practices Act.

The SBG anti-bribery management system has been developed and implemented to align with global best practice (in particular the ABC guidance that has been issued by the Organisation for Economic Co-operation and Development and the guidance contained in the International Standard ISO 37001). Programme activities include periodically conducting risk assessments and due diligence on all associated persons and regular updates to the ABC policy. The ABC policy is approved at board level and is applicable to all employees of the Group, irrespective of location or jurisdiction.

Furthermore, all SBG staff are required to complete ABC general awareness training annually. Regular reviews of the effectiveness of the ABC programme are conducted in the form of a combined assurance approach to monitoring activities.

Risk Management

The Group's risk management approach is vital to its strategy execution and franchise protection. SBG engages in disciplined risk-taking to foster sustainable growth, safeguard capital and maintain the trust of customers, regulators and investors. SBG's approach aligns risk with strategy through careful capital allocation, clear risk appetite guiding decisions and resilience supported by strong capital, liquidity discipline and recovery planning. SBG leverages forward-looking risk insights across geopolitical, climate, technological and operational domains, fostering a strong risk culture with business accountability and independent oversight. Enterprise-wide risk management is embedded across all legal entities and business units, from origination to capital allocation.

The Group's risk universe represents the risks that are core to its financial services business. The Group organises these into strategic, financial and non-financial categories and identifies its top and emerging enterprise risks. These top and emerging risks require focused management attention as they represent potential material implications for the Group's strategy. The Group regularly scans the environment for changes to ensure that its risk universe remains suitable.

The risk universe is managed through the risk process lifecycle from identification to reporting. The Group's assessment process includes rigorous quantification of risks under normal and stressed conditions up to, and including, recovery and resolution. The annual recovery planning process facilitates proactive consideration by senior management and the SBG Board of appropriate actions that could be taken in the event of severe stress. The recovery plan process enhances the Group's ability to make timely, well-informed decisions to mitigate the risk and impact should a severely adverse scenario arise.

Risk exposures are managed through different techniques and are monitored against a risk appetite that supports the Group's strategy. The Group manages and allocates capital efficiently to grow shareholder value while ensuring that regulatory capital requirements are met.

Risk information is subject to strong data and reporting controls. It is integrated into all business reporting and governance structures. The Group's governance structure enables oversight and accountability through appropriately mandated board and management committees. The three lines of defence model is leveraged to maintain a strong risk culture with an emphasis on doing the right business, the right way.

This is all underpinned by a control environment defined in the Group's risk governance and management standards and policies. Through the embedding of the Group's values and ethics policies, compliance training and whistleblowing programmes, the Group's employees are empowered to act with confidence, drive meaningful behavioural changes and place the client at the centre of everything they do.

Risk Governance

The Group's risk management system is governed by appropriately mandated governance committees and fit-for-purpose governance documents.

Risk governance committees

Governance committees are in place at both SBG Board and management level. These committees have mandates and delegated authorities that are reviewed regularly. Members have the requisite skills and expertise to manage risk.

The SBG Board subcommittees that are responsible for the oversight of the risk management system comprise the GRCMC, the GAC, the GITC, the Group Model Approval Committee, the Group Remuneration Committee, the GSESC and the LECC.

The Group Risk Oversight Committee ("**GROC**"), Group Asset and Liability Committee ("**ALCO**") and Social, Ethics and Sustainability Management Committee ("**SEMCO**") are sub-committees of the Group Leadership Council. GROC provides group-level oversight of all risk types and assists the GRCMC in fulfilling its mandate. As is the case with the GRCMC, GROC calls for and evaluates in-depth investigations and reports based on its assessment of the Group's risk profile and impact of external factors. GROC is chaired by the group chief risk officer. GROC sub-committees are constituted to support it in discharging its

responsibilities as set out in its mandate. Together with its sub-committees, group ALCO is responsible for all matters relating to capital, funding, liquidity, interest rate risk in the banking book and market risk for the Group. It is chaired by the chief finance and value management officer. SEMCO assists GSESC with oversight over conduct and culture.

For further information, see "*How we manage Risk*", "*Strategic Risk*" "*Non-Financial Risk*" and "F*inancial Risk*" in the SBG 2025 Risk and Capital Management Report and "*Annexure C –IFRS risk and capital management disclosures*" in the SBG 2025 Annual Financial Statements, each of which are incorporated by reference into the Base Prospectus.

DESCRIPTION OF THE STANDARD BANK OF SOUTH AFRICA LIMITED

Overview

The Standard Bank of South Africa Limited ("**SBSA**") is a wholly-owned subsidiary of Standard Bank Group Limited ("**SBG**"). SBSA is a universal bank providing retail, corporate, commercial and investment banking services to individuals and companies across South Africa. SBSA considers itself to be both a strong domestic bank, and a cross-border bank, integrated within SBG's operations and business. SBSA plays a fundamental role in positioning the Standard Bank Group to capitalise on the pace of growth in African markets. As SBG's largest operating entity, SBSA provides balance sheet capacity on which to book deals executed in support of SBG's African strategy. All references herein to "**SBSA Group**" are to SBSA and its subsidiaries and all references to "**Group**" are to SBG and its subsidiaries.

Originally founded in 1862, SBSA was a member of Standard Chartered Bank group ("**Standard Chartered**") until 1987. Since that time, SBSA has focused on positioning itself as a premier universal bank in South Africa. SBG, its parent company, is a leading African integrated financial services group offering a full range of banking, investment, insurance and related services.

SBG has been listed on the JSE, since 1970, with secondary listings on the A2X Markets in South Africa and the Namibian Stock Exchange. As at December 2025, SBSA was the largest operating subsidiary by total assets and income within the Group and represents nearly all of the banking activities within SBG's South African operations.

The SBSA Group's operating model is client led and structured around its business units, previously referred to as segments, namely: Corporate & Investment Banking ("**CIB SA**"), Business & Commercial Banking ("**BCB SA**"), and Personal & Private Banking ("**PPB SA**"). SBSA Group has a central support area, C&O, which provides support functions to its business units, such as hedging activities, unallocated capital, liquidity earnings, insurance brokerage and central costs.

Corporate & Investment Banking SA: The CIB SA business unit serves large companies (multinational, regional and domestic), governments, parastatals and institutional clients across Africa and internationally, providing clients with sector and regional expertise, specialist capabilities and access to global capital markets for advisory, transactional, risk management and funding support.

Business & Commercial Banking SA: The BCB SA business unit provides broad based client solutions for a wide spectrum of small-and-medium-sized businesses as well as large commercial enterprises across a wide range of industries and sectors. BCB SA provides banking solutions that include: VAF, card and payment facilities, transactional products, lending products and forex solutions.

Personal & Private Banking SA: The PPB SA business unit offers tailored and comprehensive banking financial services solutions to individual clients across Africa. PPB SA's products and services include home loans, VAF, unsecured personal loans, credit card, transactional banking, and forex solutions as well as certain insurance and investment offerings.

SBSA is incorporated in South Africa as a limited liability company and operates under South African law. SBSA's registered address is 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg, PO Box 7725, Johannesburg 2000, South Africa (telephone number: + 27 11 636 9111).

History

SBSA is one of the oldest banks in South Africa having originally been incorporated in London as The Standard Bank of British South Africa Limited in 1862. The word "British" was dropped from SBSA's name in 1883. Standard Bank of British South Africa Limited commenced operations in Port Elizabeth in 1863 and gradually expanded its geographic area of operation to include the whole of South Africa. In 1962, SBSA was formed and registered as a South African company, operating as a subsidiary of Standard Bank in London (subsequently to become Standard Chartered Bank plc).

SBSA is a wholly-owned subsidiary of SBG, formerly known as Standard Bank Investment Corporation Limited, which was established in 1969 as the holding company for SBSA. SBG continued as a member

of Standard Chartered until 1987 when Standard Chartered plc sold its 39 per cent. ownership of SBG to Liberty Group Limited, transferring complete ownership of the holding company to local South African ownership.

Corporate Structure

The Group and relationship with SBSA

SBSA is both a strong domestic bank, which leverages the advantages of its size and scope, and a cross-border bank, fully integrated with the rest of the Group.

SBG is the ultimate holding company of the Group, which is South Africa's largest banking group by assets. SBG is a leading African integrated financial services group offering a full range of banking, investment, insurance and related financial services. SBG's strategic focus is on Africa, and SBG currently operates in 21 countries in sub-Saharan Africa (including South Africa).

The Group's competitive positioning as an African banking group which operates in a number of African countries gives the SBSA Group access to revenue opportunities beyond the borders of South Africa. It also provides commercial opportunities, experience, expertise, and intellectual capital from other SBG entities which both enhances the offering to clients and enables SBSA to better manage risk. Investors should note that SBG is not a guarantor of, and will not guarantee, any Notes issued by SBSA under the Programme. Investors' sole recourse in respect of any Notes issued by SBSA is to SBSA.

See "*Description of Standard Bank Group – Overview*" and "*Description of Standard Bank Group – Corporate Structure*" which are set out on pages 395 to 396 and 396 to 397, respectively, (and are incorporated by reference herein) for further information in relation to SBG and the Group. For further information, see Annexure A "*Subsidiaries, Consolidated and Unconsolidated Structured Entities*" to the SBSA 2025 Annual Financial Statements (which are incorporated by reference herein).

Strategy

SBSA's strategy is aligned with and reflects SBG's strategic focus areas. SBG expresses its corporate purpose as "Africa is our home, we drive her growth".

SBSA's strategic priorities, which are fully aligned to SBG's priorities, are to:

- provide clients with an 'excellent experience' with a comprehensive set of solutions that meet client needs led by the business units;
- 'focused execution' through its strong brand, employees and partnerships by (1) delivering financial services solutions with maximum efficiency and total integrity, (2) ensuring that its governance and risk-management processes are robust, (3) building and maintaining the SBSA's digital services and using modern and secure technology; and
- 'maximise value' by having a positive impact on society and the planet, diligent capital allocation, effective risk management and delivering attractive investor returns.

In particular, SBSA is focused on defending its position in key markets and products, while simultaneously pursuing growth and taking advantages of opportunities within a highly competitive landscape. SBSA's ambitions are to continue to play a key role in South Africa's energy transition, to provide trade and currency solutions for South African businesses of all sizes; to grow its top-rated private bank through its strong market propositions which are tailored to clients' banking, insurance and investment needs, strong distribution capabilities, differentiated client experience, and reputation as a trusted and aspirational brand; and to offer an integrated and well-priced insurance and savings proposition, attractive to the South African market.

In pursuit of these ambitions, SBSA is focusing on the following:

- Growing its balance sheet to position SBSA well for future opportunities.

- Diversifying income streams, to enable SBSA to develop new opportunities for stable growth.
- Attracting and retaining a skilled workforce.
- Defending and strengthening SBSA's competitive position in key markets.
- Utilising data and artificial intelligence in order to transform client experience and modernise the SBSA Group's capabilities.
- Proactively managing risks and cost efficiency, supporting operational resilience.

Over recent years the Group has made significant changes to its operating model aimed at improving client focus, delivering more digitally enabled products and services, and reducing costs. See "*Description of The Standard Bank of South Africa Limited – Overview*" above.

Guided by the Group, each of SBSA's business units are responsible for designing and executing their client value proposition. Each business unit owns the client relationship and creates products and services which are distributed through SBSA's client engagement platforms.

Value Drivers

In alignment with the Group, SBSA has identified six "value drivers" which it uses to measure its progress in delivering on its strategy and to focus on the delivery of its strategy. These value drivers are aligned to the value which the Group aspires to create for all of its stakeholders in order to achieve the Group's corporate purpose and make a positive impact. These value drivers are: client focus, employee engagement, risk and conduct, operational excellence, financial outcome and positive impact. Client focus and employee engagement support the Group's strategy to provide clients with an excellent experience; risk and conduct and operational excellence support the Group's strategy of focused execution; and financial outcome and positive impact support the Group's strategy to maximise value.

Client Focus

By offering relevant, competitive and innovative solutions to clients though its products and services, responding to changing client expectations and delivering fair outcomes for its clients, SBSA seeks to provide consistently high-quality client experiences.

Employee Engagement

SBSA aims to provide a work environment in which all of its employees believe in the Group's purpose and their role in achieving it, ensuring employees are productive, motivated and engaged, and that they feel valued and respected. SBSA aims to ensure employees reflect the diversity of the communities they work in, and supports employees to learn, grow and adapt to the changing world of work.

Risk And Conduct

SBSA aims to operate with integrity and holds itself to high ethical standards. SBSA maintains robust policies and processes to manage the risks and opportunities in its business. SBSA seeks to ensure the security of its information and that of its clients and to protect itself from cyber threats.

Operational Excellence

SBSA aims to ensure that its systems are reliable, resilient and trusted, as well as available to clients when needed, with a focus on the availability and security of digital channels.

Financial Outcome

As a major component of the Group, SBSA seeks to deliver sustainable earnings growth and to contribute to generating attractive returns for the Group's investors.

Positive Impact

SBSA seeks to achieve positive impact by understanding the needs and challenges of South Africa’s people and delivering solutions to address these needs. In addition, SBSA seeks to balance social, economic and environmental considerations to drive sustainable growth.

Competitive Strengths

SBSA believes that it has the following competitive strengths:

Market position in key products

SBSA offers a wide range of retail, wealth, commercial and investment banking products and is one of the four major South African banks. According to the SARB BA 900 Filings as at 31 December 2025, SBSA's market share in mortgage loans, other loans and advances, deposits and corporate priced deposits are the largest of the four major South African banks.

The table below presents the SBSA Group's market share in key product areas for the years ended 31 December 2025 and 31 December 2024 (according to the SARB BA 900 Filings):

	31 December	
	2025	**2024**
	(%)	*(%)*
mortgage lending	32.5	33.4
vehicle and asset financing	18.7	19.0
card debtors	20.5	20.9
other loans and advances	24.5	23.6
deposits	23.3	22.3
corporate deposits	24.8	23.8
household deposits	18.6	18.7
household deposits (cheque savings, on-demand and 1 to 30 day accounts)	21.2	21.4

(*Source: SARB BA 900 Filings*)

A universal financial services company with a strong fit-for-purpose business, a modern digital core and diverse client base, service offering and revenue sources

SBSA's strength is underpinned by its strong, recognised and trusted brand, its strong, long-standing client relationships, the calibre of its employees and a optimised physical distribution network and digital platforms. SBSA has invested significantly in technology and digital capabilities to improve client experience and operational efficiency to enhance its competitive advantage.

SBSA is able to generate revenue from sources that are well-diversified across clients, sectors, and product groups, which provides SBSA with a level of protection in times of volatility.

Robust capital and liquidity position

SBSA's strong and liquid balance sheet provides flexibility to manage uncertainty, change, innovation and growth. SBSA has access to diverse and sophisticated liquidity sources for senior funding and capital requirements.

Experienced management team

SBSA operates within strong corporate governance and assessment frameworks, and within a sophisticated, Basel III compliant regulatory framework. SBSA's senior management has experience both at SBSA and at other institutions throughout the banking industry. SBSA's strong position in the market has allowed it to attract top managers from across the industry. Managers are dedicated to the goals of the

institution. A compensation structure that includes both short and long-term incentive plans assists in retaining key managers and leads to continuity in business operations.

Position within Standard Bank Group

SBSA is both a strong domestic bank, which leverages the advantages of its size and scope, and a cross-border bank, fully integrated with the rest of the Group.

The Group's competitive positioning as an African bank which operates in several African countries gives SBSA access to revenue opportunities beyond the borders of South Africa. It also provides commercial opportunities, experience, expertise, and intellectual capital from other Group entities to SBSA which both enhances the offering to clients and enables SBSA to better manage risk.

Appetite to invest and partner

SBSA has the resources and appetite to expand organically through partnerships and alliances.

Targeted technology investments delivering improved client experience, stability and productivity

SBSA has made targeted investments in technology to improve client experience, reinforce its competitive position, increase the resilience and stability of its systems and increase productivity. For more information see "*Description of Standard Bank of South Africa – Strategy*" above.

Business of SBSA

SBSA is a universal bank providing retail, corporate, commercial and investment banking services to individuals and companies across South Africa. SBSA has a broad business and is active in almost all banking markets in South Africa. SBSA's operating model is structured around its business units, CIB SA, BCB SA and PPB SA. A central support area, C&O provides support functions to these business units.

SBSA's balance sheet is an important resource for the Group. In certain instances, and subject to appropriate compliance and risk assessments, foreign currency transactions that are too large to be booked solely on the Group's Africa Region subsidiaries balance sheets, are partially funded by SBSA. This increases capital utilisation in South Africa. SBSA therefore is not directly comparable with some of its domestic competitors as it carries assets from entities outside South Africa on its balance sheet.

Overview of SBSA Group results

In 2025, the global economy was characterised by geopolitical change, rising tension and shifting power dynamics which reshaped global flows of trade, capital and policy influence. Despite this turbulence, the South African economy grew by 1.2 per cent. in the year ended 31 December 2025 (compared to 0.6 per cent. in the year ended 31 December 2024), benefitting from the formation of the Government of National Unity and the acceleration of structural reforms. A moderation in average consumer price inflation for the year ended 31 December 2025 to 3.2 per cent. (compared to 4.4 per cent. for the year ended 31 December 2024) enabled the SARB to reduce interest rates by 100bps to 6.75 per cent. over the course of 2025 which improved client affordability and increased disposable income. An upgrade to South Africa's sovereign credit rating by Standard and Poor's (to BB from BB-) in November 2025, together with the removal from both the Financial Action Task Force grey list and the EU High-Risk jurisdictions list, contributed to improved investor and business confidence. This was further supported by hosting the G20 and B20 summits, reflecting South Africa's growing global influence, with the SBSA Group playing a central role in the B20 to help shape the G20 narrative and reinforce Africa's investment potential.

Against this backdrop, during the year ended 31 December 2025, SBSA delivered headline earnings growth of 7 per cent. to R19,910 million (compared to R18,545 million for the year ended 31 December 2024) and a ROE of 15.6 per cent. (compared to 15.3 per cent. for the year ended 31 December 2024). SBSA contributed 40 per cent. towards SBG’s headline earnings for the year ended 31 December 2025 (compared to 42 per cent. for the year ended 31 December 2024).

For the year ended 31 December 2025, all capital and liquidity ratios were above regulatory minimum requirements and board-approved thresholds. SBSA continues to maintain a strong capital position, with

a CET1 ratio of 12.3 per cent.. A robust liquidity profile reflected in a liquidity coverage ratio of 137 per cent. and a net stable funding ratio of 103 per cent.. SBSA's management is focused on optimising capital supply and improving allocation efficiency to enhance ROE, together with considering the adequacy of stress buffers and anticipated regulatory developments. Contingent liquidity buffers met internal and stress-testing requirements in the year ended 31 December 2025, while diversified sources of funding provided competitive rates to support client lending growth.

Gross loans and advances to customers increased by 7 per cent. to R1,338 billion for the year ended 31 December 2025 (compared to R1,254 billion for the year ended 31 December 2024), led by double-digit corporate loan growth from strong origination across multiple sectors, particularly in Energy & Infrastructure, Diversified Industries and Telecommunications & Media sectors. The loan book also benefitted from moderate growth in the retail and lending portfolios, with strong growth particularly in the second half of 2025, reflecting increased client demand for credit facilities in an improving macroeconomic environment.

Deposits from customers increased by 11 per cent. to R1,653 billion for the year ended 31 December 2025 (compared to R1,494 billion for the year ended 31 December 2024), underpinned by competitive product offerings across the portfolio, continued focus on client engagement and retention strategies, as well as a higher active client base. This translated into strong growth in longer-term deposits to match the demand for longer-term secured lending. Growth in current and savings accounts moderated in the year ended 31 December 2025, reflecting higher customer spend during the year.

For the year ended 31 December 2025, NII increased by 2 per cent. to R58,912 million (compared to R57,583 million for the year ended 31 December 2024). This NII growth was moderated by a combination of negative endowment in a lower average interest rate environment and competitive pricing pressures, most notably in Home services, VAF and corporate lending.

Net fee and commission revenue increased by 10 per cent. to R25,371 million for the year ended 31 December 2025 (compared to R23,154 million for the year ended 31 December 2024). PPB SA maintained its momentum throughout the year to deliver 10 per cent. growth compared to the prior year, mainly due to a larger active client base, growth in transactional activity, with revenue from value-added services including lifestyle options, sending money within South Africa, and SB Connect, which provides voice and data plans as well as device financing ("**VAS**") revenue up by 33 per cent., annual price increases and improved client entrenchment. Double-digit fee income growth in the corporate portfolio benefitted from strong loan origination in investment banking and higher demand for trade services. This was partially offset by higher fee expenses linked to increased transaction volumes.

For the year ended 31 December 2025, trading revenue increased by 21 per cent. to R11,729 million (compared to R9,667 million for the year ended 31 December 2024), primarily due to favourable market conditions driving client flows and increased demand for credit linked notes, structured hedging and financing solutions across multiple sectors. Favourable commodity prices and uncertain equity market conditions further contributed to elevated client trading activity, together with the non-recurrence of prior year losses on trading positions.

Other revenue grew by 6 per cent. to R6,246 million for the year ended 31 December 2025 (compared to R5,916 million for the year ended 31 December 2024), driven by strong growth in the insurance book supported by competitive client propositions, particularly within the funeral insurance book. The strengthened partnership between PPB SA and IAM continued to deepen the insurance offering to clients, which supported further growth in the funeral insurance business.

For the year ended 31 December 2025, other gains and losses on financial instruments declined by 25 per cent. to R574 million (compared to R761 million for the year ended 31 December 2024) as a result of revaluation losses from an asset in the corporate equity portfolio. This was partially offset by higher fair value gains in the business banking BizFlex (a digital short-term unsecured lending solution with a pay-as-you-earn repayment structure) offering due to increased originations.

Operating expenses grew by 7 per cent. to R61,578 million for the year ended 31 December 2025 (compared to R57,601 million for the year ended 31 December 2024), largely due to annual salary increases, incentive-linked performance bonuses and ongoing investment in technology-related strategic initiatives aimed at enhancing client experience and solutions. In addition, increased business volume variable costs linked to higher business activity further contributed to growth.

Total net income grew by 6 per cent. in the year ended 31 December 2025, which was below cost growth of 7 per cent. resulting in negative jaws of 98 bps and a higher cost-to-income ratio of 60.4 per cent. (compared to 59.9 per cent. in the year ended 31 December 2024). SBSA achieved positive credit results by enhancing robust risk management practices and a sustainable collections strategy. Credit impairment charges of R10,928 million for the year ended 31 December 2025 were 6 per cent. lower compared to R11,624 million for the year ended 31 December 2024. This decrease in credit impairment charges is due to reduced flows into non-performing loans in PPB SA, the non-recurrence of prior year Stage 3 provisions in BCB SA and releases in CIB SA's bank lending portfolio due to increased collateral, as well as further releases on the financial investments portfolio driven by repayments. SBSA's credit loss ratio improved to 76 bps for the year ended 31 December 2025 (compared to 84 bps for the year ended 31 December 2024) and remained within the portfolio's through-the-cycle target range of 70 – 100 bps.

The following table sets out selected financial information and ratios for SBSA Group as at, and for the years ended, 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
Income statement		
Total net income (Rm)	102,832	97,081
Headline earnings (Rm)	19,910	18,545
Profit for the year attributable to ordinary shareholders (Rm)	19,868	18,205
Statement of financial position		
Gross loans and advances (Rm)	1,541,395	1,438,641
Total assets (Rm)	2,328,787	2,094,722
Total liabilities (Rm)	2,171,339	1,952,903
Stage 3 loans[1] (Rm)	87,042	88,134
Stage 1 and 2 credit impairment /charge[2]/(release) (Rm)	(927)	(1,621)
Stage 3 credit impairment charge (Rm)	11,845	13,063
Credit loss ratio (per cent.)	0.76	0.84
Non-performing exposures ratio (per cent.)	5.7	6.1
Return on equity (per cent.)	15.6	15.3
Loans-to-deposit ratio (per cent.)	76.4	80.7
Cost-to-income ratio (per cent.)	60.4	59.9

[1] Stage 1 & 2: SBSA uses a 25-point master rating scale to quantify each borrower's credit risk (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures within Stage 1 and 2 are rated between 1 to 25 in terms of SBSA's master rating scale.

[2] Stage 3: SBSA uses a 25-point master rating scale to quantify each borrower's credit risk (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures which are in default are not considered in the 1 to 25-point master rating scale.

The table below presents the SBSA Group's principal sources of income for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Net interest income	58,912	57,583
Non-interest revenue	43,920	39,498
Net fee and commission revenue	25,371	23,154
Trading revenue	11,729	9,667
Other revenue	6,246	5,916
Other gains and losses on financial instruments[1]	574	761
Total net income	**102,832**	**97,081**

[1] For further information on Other gains and losses on financial instruments, refer to page 84 of SBSA's Annual Financial Statements.

SBSA's Business Units – overview of results

The SBSA Group's operating model is client led and structured around its business units, which are responsible for designing and executing the client value proposition.

The following table shows the contribution of the different business units within the SBSA Group:

	Corporate & Investment Banking SA[1]		**Business & Commercial Banking SA[1]**		**Personal & Private Banking SA[1]**		**C&O**	
	31 December		**31 December**		**31 December**		**31 December**	
	2025	**2024**	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**
								(Rm)
Total assets	1,571,765	1,332,862	139,757	131,605	603,307	593,943	13,958	36,312
Headline Earnings	9,125	7,299	5,919	6,077	7,439	6,710	(2,573)	(1,541)

[1] Where reporting responsibility for individual cost centres and divisions within business units change, the segmental analyses' comparative figures are classified accordingly.

CIB SA – overview of results

CIB SA delivered a strong financial performance in the year ended 31 December 2025, with headline earnings increasing by 25 per cent. to R9.1 billion (compared to R7.3 billion for the year ended 31 December 2024), driven by 15 per cent. revenue growth, strong momentum in global markets, sustained strength in investment banking and resilient transaction banking results in 2025.

CIB SA's credit impairments were marginally lower at R909 million in the year ended 31 December 2025 (compared to R965 million in the year ended 31 December 2024), reflecting a well-diversified portfolio mix to actively manage overall risk, while operating expenses grew to R20.6 billion in the year ended 31 December 2025 (compared to R18.4 billion in the year ended 31 December 2024), primarily attributable to performance-related investment, continued technology spend and higher variable costs supporting income generation.

Disciplined execution and client engagement translated into materially increased client interactions, successful execution of landmark transactions, and a record client satisfaction index score of 8.6.

BCB SA – overview of results

BCB SA delivered a resilient performance despite competitive market pressures, lower interest rates, and ongoing margin compression. Headline earnings declined by 2.6 per cent. to R5.9 billion for the year ended 31 December 2025 (compared to R6.1 billion for the year ended 31 December 2024). Client acquisition

was robust, assisted by dedicated relationship teams and client value propositions, and the deliberate expansion in transactional and merchant client bases supported significantly increased lending activity.

In the year ended 31 December 2025, NII for BCB SA grew modestly by 0.5 per cent. to R14.9 billion (compared to R14.8 billion for the year ended 31 December 2024), constrained by negative endowment effects due to the declining interest rate environment and continued margin pressure. This was partially offset by the endowment hedges benefit.

NIR increased by 3 per cent. in the year ended 31 December 2025 to R8.9 billion (compared to R8.7 billion in the year ended 31 December 2024), underpinned by electronic payment volumes, increased international payments, and the continued digital migration away from cash transactions. BizFlex, the cashflow-based repayment loan, continued to perform strongly. Merchant acquiring turnover expanded in 2025, though revenue growth was tempered by shifts in card mix and higher card scheme costs.

In the year ended 31 December 2025, credit impairment charges remained stable at R1.1 billion, reflecting strengthened client support processes, earlier identification of distress, and the resolution of legacy non-performing loans.

Operating expenses grew by 3 per cent. to R14.1 billion in the year ended 31 December 2025 (compared to R13.6 billion in the year ended 31 December 2024), driven by inflationary remuneration adjustments, higher amortisation and depreciation linked to an increased customer rollout of the Cash Secure product and point of sale devices, as well as continued investment in marketing initiatives.

BCB SA remains well positioned with a strengthened client portfolio, disciplined balance sheet management, and continued traction in growth-oriented lending and transactional solutions. BCB SA will continue to focus on onboarding, transaction capability and servicing to simplify client journeys and interactions. BCB SA also invests in digital channels, personalised engagement models, AI and data to enhance ease of access, system availability and strong advisory support.

PPB SA – overview of results

For the year ended 31 December 2025, PPB SA delivered strong financial performance in a moderating interest rate environment, delivering headline earnings of R7.4 billion, an 11 per cent. increase (compared to R6.7 billion for the year ended 31 December 2024).

For the year ended 31 December 2025, PPB SA's active client base grew by 2 per cent. to 12.1 million clients. SBSA successfully facilitated the migration of clients to digital platforms, resulting in PPB SA's digitally active clients increasing by 9 per cent. to 4.7 million clients and a 33 per cent. increase in digital sales in the year ended 31 December 2025. The SBG mobile app saw a 15 per cent. increase in the number of clients using the app and more than 150 million logins on average per month during 2025, driving a 15 per cent. increase in digital revenue from transactional services.

In 2025, PPB SA's strategic initiatives to enhance the client experience resulted in a positive shift in its overall client satisfaction measures. PPB SA maintained a strong net promoter score ("**NPS**") while also leading the University of Pretoria Customer Experience Index for the first three quarters of 2025.

PPB SA recorded a 10 per cent. growth in net fee and commission revenue, mainly due to continued momentum from a larger active client base, higher transactional activity, and 33 per cent. growth in VAS revenue. The partnership with the IAM business yielded good returns with PPB SA's insurance attribution up 11 per cent., for the year ended 31 December 2025 compared to the year ended 31 December 2024, mainly due to continued growth in funeral offerings with an 18 per cent. increase in gross written premiums against 2024.

Lower credit impairment charges reflected continued improvements in early delinquencies and reduced inflows into non-performing loans during the year ended 31 December 2025. PPB SA maintained robust risk management practices and a balanced and sustainable collections strategy in 2025.

Operating expenses growth of 4 per cent. for the year ended 31 December 2025 (compared to the year ended 31 December 2024) was mainly a result of strategic technology investment and continued cloud migration

as well as investment in fraud risk prevention and monitoring. The optimisation of the distribution network continued to reduce the cost to serve, balancing branch square meterage with growing points of representation for clients.

System stability remains a priority for SBSA, with efforts to improve infrastructure resilience and monitoring capabilities leading to increased system availability.

Central and Other

C&O houses SBSA Group hedging activities, unallocated capital, liquidity earnings, insurance brokerage and central costs.

Loan Portfolio

Introduction

The SBSA Group extends advances to the personal, commercial and corporate sectors, as well as to the public sector. Advances to individuals are mostly in the form of mortgages, VAF, card lending and overdrafts. A significant portion of SBSA's advances to commercial and corporate borrowers consist of advances made to companies engaged in finance, real estate and business services.

Loan portfolio by category of loans and advances

The following table sets out the composition of SBSA's advances by category of loan or advance as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Loans and advances measured at fair value[1]	**5,962**	**823**
Net loans and advances measured at amortised cost	**1,482,620**	**1,384,391**
Gross loans and advances measured at amortised cost	**1,535,433**	**1,437,818**
Home services	452,232	447,872
Vehicle and asset finance	126,364	121,106
Card and payments	39,976	37,950
Personal and unsecured lending	61,057	58,275
Business lending and other	84,884	81,153
Corporate and sovereign and other	567,071	506,305
Bank[2]	203,849	185,157
ECL	**(52,813)**	**(53,427)**
Net loans and advances	**1,488,582**	**1,385,214**
Comprising:		
Gross loans and advances	1,541,395	1,438,641
Less: ECL	(52,813)	(53,427)

[1] Includes ECL of R24 million on loans and advances measured at FVOCI. Refer to Note 20 to the SBSA 2025 Annual Financial Statements for the reconciliation of FVOCI reserve for debt financial assets.

[2] Included in Bank is an amount of R9,446 million (compared to R7,418 million in the year ended 31 December 2024) relating to on demand gross loans and advances to banks that qualifies as cash and cash equivalents for group and company.

Loan portfolio by industry sector

The following table sets out the composition of SBSA's advances by industry sector as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Segmental analysis – industry		
Agriculture	24,850	29,084
Construction	10,028	9,404
Electricity	62,465	51,922
Finance, real estate and other business services	503,824	443,654
Individuals[1]	623,023	602,298
Manufacturing	99,409	92,198
Mining	54,996	42,734
Other services	29,764	43,066
Transport	56,603	48,592
Wholesale	76,433	75,689
Gross loans and advances	**1,541,395**	**1,438,641**

[1] Includes mortgages.

Geographical concentration of loans

The following table sets out the distribution of SBSA's loans and advances by geographic area where the loans are recorded as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Segmental analysis by geographic area		
South Africa	1,242,699	1,148,152
Africa Regions	121,021	115,683
International	177,675	174,806
Gross loans and advances	**1,541,395**	**1,438,641**

Credit impairments for loan and advances

The tables below present a reconciliation of the credit impairments for loans and advances for the years ended 31 December 2025 and 31 December 2024 :

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Opening ECL - 1 January	**53,427**	**53,305**
Net ECL raised and released	10,102	10,823
Impaired accounts written off	(14,254)	(14,687)
Exchange and other movements	3,538	3,986
Closing ECL - 31 December	**52,813**	**53,427**
Comprising:		
Stage 1 ECL	4,256	4,571
Stage 2 ECL	6,512	7,628
Stage 3 ECL	42,045	41,228
Closing ECL – 31 December	**52,813**	**53,427**

The table below sets out a segmental analysis of ECL on Stage 3 loans and advances by industry as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Segmental analysis of Stage 3 ECL by industry		
Agriculture	827	914
Construction	650	803
Electricity	129	76
Finance, real estate and other business services	4,140	4,212
Individuals	31,740	29,159
Manufacturing	761	2,315
Mining	300	312
Other services	1,179	1,137
Transport	389	654
Wholesale	1,930	1,646
Credit impairment on non-performing loans	**42,045**	**41,228**

The table below sets out a segmental analysis of Stage 3 ECL on loans and advances by geographic area as at 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Segmental analysis by geographic area		
South Africa	41,593	39,715
Africa Regions	347	1,392
International	105	121
Credit impairment on non-performing loans	**42,045**	**41,228**

The following table presents the Stage 3 exposures ratios for SBSA's products for the years ended 31 December 2025 and 31 December 2024:

	31 December	
	2025	**2024**
Stage 3 exposures ratios:	*(per cent.)*	*(per cent.)*
Home services	10.5	10.5
Vehicle and asset finance	7.2	9.0
Card payments	13.7	11.0
Personal unsecured lending	15.7	15.0
Business lending and other	5.9	8.2
Corporate	1.8	2.1
Bank		
C&O		
Stage 3 exposures ratio	**5.7**	**6.1**

Credit portfolio characteristics and metrics

For further information on SBSA's approach to managing and measuring credit risk and SBSA's credit portfolio characteristics and metrics, see "*Annexure C – IFRS Risk and Capital Management Disclosures*" in the SBSA 2025 Annual Financial Statements, which is incorporated by reference into the Base Prospectus.

Governance

SBSA's governance framework is derived from SBG's governance framework. This governance framework enables the board of directors of SBSA (the "**SBSA Board**") to balance its role of providing risk oversight and strategic counsel with ensuring adherence to regulatory requirements and risk tolerance.

The SBSA Board is ultimately responsible for governance. The chairman is an independent non-executive and the roles of chairman and chief executive are separate. The SBSA Board composition is both qualitatively and quantitatively balanced in terms of skills, demographics, gender, nationality, experience and tenure. There is a clear division of responsibilities ensuring that no one director has unfettered powers in the decision-making process.

The SBSA Board has delegated certain functions to its committees in line with its governance framework. This enables the SBSA Board to allocate sufficient time to all matters within its sphere, including execution of strategy and forward-looking agenda items. Each committee has a mandate, which the SBSA Board reviews at least once a year. Mandates for each committee set out its role, responsibilities, scope of authority, composition, terms of reference and procedures. The SBSA Board's committees include the directors' affairs committee; audit committee; risk and capital management committee; and SBSA large exposure credit committee. The SBSA Board monitors oversight over compliance through its SBSA Board committees. The SBSA Board has delegated the management of the day-to-day business and affairs of SBSA to the chief executive. The executive committee assists the chief executive, subject to statutory parameters and matters reserved for the SBSA Board.

SBSA's board-approved governance framework is embedded in all its operations and is designed to provide clear direction for responsive decision-making and to support responsible behaviour.

King V forms the cornerstone of the Group's governance approach. The SBSA Group's application of its principles is embedded throughout its governance framework, allowing the SBSA Group to achieve the good governance principles of ethical culture, good performance, effective control and legitimacy. The SBSA implements its framework principles to:

- ensure the pursuit of strategic opportunities within the board-approved risk appetite, supporting a prudent balance of risk and return;
- provide controls that are effective in avoiding financial loss or reputational damage due to misconduct or unethical behaviour;
- embed the principle of doing the right business, the right way and ensuring ethical business practices are embedded within and across the SBSA Group's markets; and
- support the SBSA Group's legitimacy as a responsible corporate citizen, enhancing the resources and relationships it relies on today for the future benefit of the SBSA Group, its clients, employees, stakeholders and society.

SBSA's ability to anticipate and respond effectively to change underpins its governance philosophy and supports the acceleration of its strategy, including how the SBSA Board provides counsel and oversight.

SBSA's philosophy supports the digital enablement of governance, allowing it to adequately introduce new operating models, understand the opportunities and risks associated with accelerating the strategy and managing constraints, and effectively allocating its resources in an ever-changing world to deliver and protect sustainable shared value.

Board of Directors

The current members of the SBSA Board are listed below (effective 30 June 2026):

Name	Title	Year Joined SBSA Board
David Hodnett	Chief executive officer, executive director, SBSA	2025
Sim Tshabalala	Executive director	2013
Arno Daehnke	Executive director	2016
Nonkululeko Nyembezi	Chairman, independent, non-executive director	2020
Heather Berrange	Independent, non-executive director	2025
Paul Cook	Independent, non-executive director	2021
Sola David-Borha	Independent non-executive director	2024

Trix Kennealy	Independent, non-executive director	2016
Ben Kruger	Independent, non-executive director	2022
Li Li	Non-executive director	2021
Rose Ogega	Independent, non-executive director	2025
Fenglin Tian	Non-executive director	2024

Changes to the SBSA's Board

David Hodnett was appointed as executive director and chief executive officer of SBSA in October 2025.

Two non-executive directors, Rose Ogega, and Heather Berrange, were appointed to the SBSA Board in January 2025 and August 2025 respectively.

The tenure provision states that the Board has the discretion, on a case-by-case basis, to extend the term of a director who has reached their nine-year tenure if it determines that the director's continued service is in the best interest of the Group and to ensure continuity and retain key skills and diversity. The Board approved the extension of Trix Kennealy's tenure as a non-executive director initially for a 12-month period until the 2027 AGM, subject to further review and extension.

In line with the Prudential Authority Directive 1 of 2026, which came into effect in February 2026, paragraph 7.1.2.8 (a) stipulates that in exceptional cases, at the sole discretion of the Prudential Authority, and after considering factors such as the adequacy of mechanisms in place to strengthen board independence, the board’s relevant skills, experience, composition and any other material factors, the Prudential Authority may approve an extension to the nine-year period. The Prudential Authority formally approved the reinstatement of Trix Kennealy’s independence classification for a period of 24 months, subject to the boards’ annual review and confirmation of her classification as an independent non-executive director. This was with effect from 24 April 2026.

Having served on the SBSA Board for nine years, Jacko Maree, Geraldine Fraser-Moleketi and Nomgando Matyumza retired from the board at the conclusion of the SBSA AGM held in May 2026. Lwazi Bam resigned from the board at the conclusion of the 2026 AGM.

The business address of the members of the SBSA Board is SBSA's registered address, 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, PO Box 7725, Johannesburg 2000, South Africa.

Conflicts of Interest

In accordance with paragraph 7.4, 7.5 and 7.6 of the JSE Debt Listings Requirements and in addition to the requirements of Section 75 of the Companies Act 71 of 2008, SBG and SBSA directors' interests are disclosed quarterly at the start of SBG and SBSA Board and SBSA Board committee meetings. These disclosures include a register of all personal financial interests as well as any declarations of interest in matters on the agenda and in SBSA Board and SBSA Board committee papers that may constitute, or be perceived to constitute, a potential conflict of interest. All conflicts of interest are considered and managed by the SBSA Board/SBSA Board committees in terms of the Management of Conflicts of Interests Policy as published on the Group's website.

Employees

For the year ended 31 December 2025, the SBSA Group had 29,040 permanent employees (compared to 28,743 permanent employees for the year ended 31 December 2024) and 788 non-permanent employees (compared to 923 non-permanent employees for the year ended 31 December 2024).

Competition

Competitors

As at 31 December 2025, there were 12 locally controlled banks, 3 foreign controlled banks, 4 mutual banks, 11 local branches of foreign banks and 30 foreign banks with approved representative offices in South Africa.

According to the SARB BA 900 report for 31 December 2025, the banking sector in South Africa had total assets of R9.0 trillion as at 31 December 2025. SBSA's principal competitors are Absa Bank Limited, FirstRand Bank Limited, and Nedbank Limited. Apart from SBSA, these represent the largest banks in South Africa.

The following table sets out total assets and capital and reserves for each as at 31 December 2025:

	Total Assets	Capital and reserves
	(Rm)	*(Rm)*
Absa Bank Limited	1,821,996	116,483
FirstRand Bank Limited	1,940,800	134,652
Nedbank Limited	1,442,717	85,024
The Standard Bank of South Africa Limited	2,253,272	133,106

Source: BA 900 filings – SARB, 31 December 2025

SBSA operates in a highly competitive environment. The economic pressures experienced in developed economies have caused banks based in those jurisdictions to seek out growth opportunities within South Africa. As banks in developed economies are often able to benefit from lower costs of funding, this has resulted in greater competition for SBSA within South Africa and other emerging markets.

Capital Adequacy

SBSA's capital management function is designed to ensure continuous compliance with regulatory requirements, while aligning the capitalisation of SBSA with its risk appetite and target ranges, both of which are approved by the SBSA Board. It further aims to optimise capital allocation and usage, generating returns that appropriately compensate shareholders for the risks incurred. Capital adequacy is actively managed and is a key component of SBSA's planning and forecasting processes. The capital plan is tested under a range of stress scenarios.

The Prudential Authority adopted the Basel III framework, subject to certain phase-in provisions as provided by the BCBS from 1 January 2013. From 1 January 2019 the requirements that were subject to phase-in provisions have been fully implemented.

South African minimum Basel III capital requirements were 8.5 per cent. for CET 1, 10.75 per cent. for tier 1 and 14.0 per cent. for total capital adequacy in 2025. These minimums exclude the countercyclical buffer, which was not announced as a requirement for South Africa for the 2025 financial year, and confidential bank-specific pillar 2b capital requirements but include the maximum potential D-SIB requirement of 2.5 per cent.

The Prudential Authority announced the implementation of a positive cycle-neutral countercyclical capital buffer. The minimum South African capital requirements increased to 9.5 per cent., 11.75 per cent. and 15.0 per cent. respectively on 1 January 2026 following the implementation of the 1 per cent. positive cycle-neutral countercyclical capital buffer. These minimums include the countercyclical capital buffer, as well as the maximum potential D-SIB requirement of 2.5 per cent., but exclude the confidential bank-specific pillar 2b capital requirements.

The Basel III finalisation rules were successfully implemented on 1 July 2025, as required by the Prudential Authority. Adoption of these rules has not had a material impact on the Group's capital adequacy.

SBSA manages its capital levels to support business growth, maintain depositor and creditor confidence, create value for shareholders, and ensure regulatory compliance. The main regulatory requirements to be complied with are those specified in the Banks Act and related regulations, which are aligned with Basel III.

Regulatory capital adequacy is measured through three risk-based ratios, namely CET 1, tier 1 and total capital adequacy ratios which are calculated on the following basis:

- CET 1: ordinary share capital, share premium, retained earnings, other reserves and qualifying non-controlling interest less regulatory adjustments divided by total RWA.

- Tier 1: CET 1 and other qualifying non-controlling interest plus AT1 instruments that comply with the Basel III rules divided by total RWA.
- Total capital adequacy: Tier 1 plus other items such as general credit impairments and subordinated debt that comply with the Basel III rules divided by total RWA.

RWA are calculated in terms of the Banks Act and related regulations, which are aligned with Basel III.

The Prudential Authority adopted the leverage framework that was issued by the BCBS in January 2014. A leverage ratio buffer requirement for D-SIB banks in South Africa equal to 50 per cent. of higher loss absorbency requirements imposed on a D-SIB's CET 1 ratio became effective from 1 January 2025, increasing the Group's minimum leverage ratio requirement to 4.5 per cent.

The non-risk-based leverage measure is designed to complement the Basel III risk-based capital framework. SBSA's leverage ratio inclusive of unappropriated profit was 5.9 per cent. as at 31 December 2025 (compared to 5.9 per cent. as at 31 December 2024).

For further information, see the SBG 2025 Risk and Capital Management Report which is incorporated by reference into the Base Prospectus.

The following table sets out SBSA's Tier 1 and Tier 2 capital excluding unappropriated profit for the years ended 31 December 2025 and 31 December 2024:

Basel III qualifying capital excluding unappropriated profits

	31 December	
	2025	**2024**
	(Rm)	*(Rm)*
Ordinary shareholders' equity	135,323	123,829
Regulatory adjustments	**(6,391)**	**(6,784)**
Goodwill	(42)	(42)
Other intangible assets	(4,800)	(5,662)
Other adjustments	(1,549)	(1,080)
Unappropriated profits	(5,040)	(9,179)
CET 1 capital	**123,892**	**107,866**
Qualifying other equity instruments	22,359	18,217
Tier 1 capital	**146,251**	**126,083**
Qualifying Tier 2 subordinated debt	26,777	28,180
General allowance for credit impairments	297	1,095
Less: regulatory adjustments - investment in Tier 2 instruments in other banks	(2,990)	(3,344)
Tier 2 capital	**24,084**	**25,931**
Total regulatory capital	**170,335**	**152,014**

Source: Extracted from SBSA 2025 Annual Financial Statements

The following table details SBSA's capital adequacy ratios for the years ended 31 December 2025 and 31 December 2024 on a Basel III basis:

Basel III RWA and associated capital requirements

	RWA		Minimum capital requirements[1]
	2025	**2024**	**2025**
	(Rm)	*(Rm)*	*(Rm)*
Credit risk (excluding counterparty credit risk (CCR))	**732,525**	704,582	**102,554**
Of which: standardised approach[2]	**65,301**	57,987	**9,142**
Of which: foundation internal ratings-based (F-IRB) approach	**206,669**		**28,934**
Of which: advanced internal ratings-based (A-IRB) approach	**460,555**	646,595	**64,478**
CCR	**57,113**	57,006	**7,996**
Of which: standardised approach for CCR	**56,507**	55,633	7,911
Of which: other CCR	**606**	1,373	85
CVA	**24,005**	10,476	**3,361**
Equity positions under the simple risk weight approach[3]		1,573	
Equity investment in funds - look through approach	**821**	886	**115**
Equity investment in funds - mandate-based approach	**10,108**	7,167	**1,415**
Equity investment in funds - fall-back approach	**144**	160	**20**
Securitisation exposures in banking book	**842**	1,085	**118**
Of which: Internal Ratings-Based Approach (SEC-IRBA)	**485**	661	**20**
Of which: External Ratings-Based Approach (SEC-ERBA)	**357**	424	**118**
Market risk	**58,706**	64,650	**8,219**
Of which: standardised approach	**58,706**	30,105	**8,219**
Of which: internal model approach (IMA)		34,545	
Operational risk	**149,646**	128,978	**20,950**
Amounts below the thresholds for deduction (subject to 250 per cent. risk weight)	**14,807**	18,852	**2,073**
Output floor applied			
Floor adjustment (before application of transitional cap)			
Floor adjustment (after application of transitional cap)			
Total	**1,048,717**	995,415	**146,821**

[1] Measured at 14.0 per cent. and excludes any bank-specific capital requirements. SBSA's D-SIB buffer requirement amounts to 1.5 per cent., of which 1.0 per cent. is required to be held in CET 1.

[2] Portfolios on the standardised approach relate to portfolios for which application to adopt the internal model approach has not been submitted, or for which application has been submitted but approval has not been granted.

[3] Equity positions under the simple risk weight approach disclosed as part of Credit Risk – Standardised Approach.

Source: Extracted from SBG's 2025 Risk and Capital Management Report

The following table sets out the SBSA's RWA and associated capital requirements for the years ended 31 December 2025 and 31 December 2024.

Capital Adequacy Ratios

	Internal target ranges [1]	SARB minimum regulatory requirement [2]	Excluding unappropriated profits		Including unappropriated profits	
			2025	**2024**	**2025**	**2024**
	(per cent.)	*(per cent.)*	*(per cent.)*	*(per cent.)*	*(per cent.)*	*(per cent.)*
CET 1 capital adequacy ratio	>11.0	9.5	11.8	10.8	12.3	11.8
Tier 1 capital adequacy ratio	>13.0	11.75	13.9	12.7	14.4	13.6
Total capital adequacy ratio	>15.25	14.0	16.2	15.3	16.7	16.2

[1] Including unappropriated profits.

[2] Excluding confidential bank specific requirements. Inclusive of Positive Cycle Neutral Countercyclical Buffer requirement of 1 per cent. effective from 1 January 2026.

Source: This information has been extracted from the SBG 2025 Annual Results Booklet

For further information, see "*Annexure C – Risk and Capital Management – IFRS disclosures*" set out in SBSA 2025 Annual Report which is incorporated by reference into this Base Prospectus.

Climate Policy

SBSA is a material subsidiary of SBG and accordingly, has adopted SBG's climate policy, as have other subsidiaries of the Group. See "*Description of Standard Bank Group - Climate Policy*" which is set out on page 433 of this Base Prospectus (and should be considered incorporated by reference into this section of the Base Prospectus) for further information in relation to the Group's climate policy.

Legal Proceedings

There are no governmental, legal or arbitration proceedings (nor are there any such proceedings which are pending or threatened of which SBSA is aware) during the 12 months prior to the date of this Base Prospectus which may have, or have had, in the recent past a significant effect on the financial position or profitability of SBSA and/or the SBSA Group. SBSA and its subsidiaries have sued and are defendants in a number of legal proceedings incidental to their operations. While any litigation has an element of uncertainty, SBSA does not expect that the outcome of any such proceeding, either individually or in aggregate, will have a material adverse effect upon the SBSA Group's consolidated financial position or results.

SBSA Technology Capability

SBSA is a material subsidiary of SBG and accordingly, has adopted the Group's technology strategy, as have other subsidiaries of the Group. See "*Description of Standard Bank Group – SBG Technology Capability*" which is set out on pages 434 to 435 of this Base Prospectus (and should be considered incorporated by reference into this section of the Base Prospectus) for further information in relation to the Group's technology strategy.

Regulation

General regulatory requirements

SBSA is subject to, amongst other pieces of legislation, the Banks Act and the FSR Act and is supervised by the Financial Conglomerate Supervision Department of the Prudential Authority.

SBSA holds a full banking licence granted by the SARB. It is an authorised dealer in foreign exchange in terms of the Exchange Control Regulations of the SARB.

Please see "*Risk Factors - The impact of any future change in law or regulation on the Issuers' business is uncertain* " on page 35.

Anti-money laundering regulatory requirements

SBSA is a material subsidiary of SBG and accordingly, has adopted the Group Money Laundering Control Policy, as have other subsidiaries of the Group. See "*Description of Standard Bank Group – Regulation - Anti-money laundering regulatory requirements*" which is set out on page 435 of this Base Prospectus (and should be considered incorporated by reference into this section of the Base Prospectus) for further information in relation to the Group's Money Laundering Control Policy.

Anti-bribery and corruption requirements

SBSA is a material subsidiary of SBG and accordingly, has adopted the Group's ABC compliance programme, as have other subsidiaries of the Group. See "*Description of Standard Bank Group – Regulation - Anti-bribery and corruption requirements*" which is set out on page 435 of this Base Prospectus (and should be considered incorporated by reference into this section of the Base Prospectus) for further information in relation to the Group's ABC compliance programme.

Risk Management

SBSA is a material subsidiary of SBG and accordingly, has adopted the Group's risk management approach, as have other subsidiaries of the Group. See "*Description of Standard Bank Group – Risk Management*"

which is set out on pages 436 to 437 of this Base Prospectus (and incorporated by reference herein) for further information in relation to the Group's approach to Risk Management.

Risk Governance

SBSA's risk management system is governed by appropriately mandated governance committees and fit-for-purpose governance documents.

SBSA operates under the SBG risk management framework with SBSA-specific policies to address SBSA-specific business and regulatory requirements. SBSA's chief risk officer is accountable to the SBSA Board and SBSA's regulators.

Risk governance committees

The SBSA Board sub-committees responsible for the oversight of risk management comprise the Risk and Capital Management Committee ("**RCMC**"), the Audit Committee and the Large Exposure Credit Committee. The Information Technology Committee, the Model Approval Committee, the Remuneration Committee and the Social, Ethics and Sustainability Committee are sub-committees of SBG, but consider matters related to SBSA as part of their mandates.

Executive management oversight for all risk types has been delegated by the SBG Group Leadership Council to the GROC, which considers both SBG and SBSA matters and, in turn, assists the RCMC to fulfil its mandate. As is the case with the RCMC, the GROC calls for and evaluates in-depth investigations and reports based on its assessment of the risk profile and external factors. The GROC is chaired by the chief risk officer and delegates authority to various sub-committees which deal with specific risk types or oversight activities. Matters are escalated to the GROC, based on materiality, through reports or feedback from the sub-committee chairman.

For further information, see "*How we manage Risk*", "*Strategic Risk*" "*Non-Financial Risk*" and "*Financial Risk*" in the SBG 2025 Risk and Capital Management Report which is incorporated by reference into the Base Prospectus. For the purposes of this section, references to "we", "our" and "the group" in the SBG Risk and Capital Management Report should be read as SBSA unless the context indicates otherwise. Please also see "*Annexure C –IFRS risk and capital management disclosures*" in the SBSA 2025 Annual Financial Statements.

BANKING AND PRUDENTIAL REGULATION IN SOUTH AFRICA

This section contains selected information on certain aspects of banking regulation and supervision in South Africa. The information in this section is intended to provide a brief overview of banking regulation and supervision in South Africa to which the Issuers and the Group are subject and is not intended to provide a comprehensive or complete description of banking regulation and supervision in South Africa.

Introduction

The South African banking sector is well developed, comprising a central bank, the SARB, several large, financially strong banks and investment institutions, and a number of smaller banks. As at the date of this Base Prospectus, there were 11 registered banks, 4 mutual banks, 3 foreign controlled banks, 11 local branches of foreign banks and 30 representative offices of foreign banks in South Africa (*source: SARB website*). In addition, as at 31 May 2026, the South African banking sector had total assets of approximately ZAR9.079 trillion according to statistics published by the SARB (*source: SARB monthly trends publication, 31 May 2026*). The five largest banks by assets (*source: BA900 Economic Returns, 31 May 2026*) were The Standard Bank of South Africa Limited, FirstRand Bank Limited, Absa Bank Limited, Nedbank Limited and Investec Bank Limited.

The South African banking sector is governed by a robust and well established regulatory framework designed to promote financial stability, consumer and depositor protection, and the integrity of the financial system. South Africa, through the SARB, is a member of key international standard-setting bodies including the Basel Committee on Banking Supervision (the "**BCBS**"), the Financial Stability Board (the "**FSB**") and the Committee on Payments and Market Infrastructures (the "**CPMI**"). Accordingly, the South African banking regulatory and supervisory framework is closely aligned with international standards and is designed and maintained with explicit reference to such international standards and global best practice, while addressing local market dynamics. South Africa is also a member country of the IMF and World Bank. The South African banking regulatory and supervisory framework has been subject to assessments under the IMF's and the World Bank's respective Financial Sector Assessment Programs, which have noted alignment with international standards and best practices.

South Africa is undergoing major payments reforms through its Payments Ecosystem Modernisation framework to increase competition, innovation, and financial inclusion by opening its National Payment System to non-bank firms like fintechs. Key aspects include creating a public payments utility, allowing direct access to settlement systems for fintechs, and developing a new rapid payment program, PayShap. The reforms, driven by SARB, aim to make digital payments faster, cheaper, and more convenient while still preserving the option to use cash.

Primary Regulators of the Banking Sector

The primary regulators of the South African banking sector are:

(a) **South African Reserve Bank**: The SARB is established under the South African Reserve Bank Act, 1989. The SARB is the central bank of South Africa responsible for protecting the value of the currency of South Africa and protecting and maintaining financial stability as envisaged in the Financial Sector Regulation Act, 2017 (the "**Financial Sector Regulation Act**"). The SARB oversees the banking system's macroprudential regulation, sets high-level policies, designates domestic systemically important banks ("**D-SIBs**"), and acts as the resolution authority for failing banks under the Financial Sector Regulation Act. The SARB aims to ensure alignment with global standards, such as those of the BCBS and the FSB.

(b) **Prudential Authority**: The Prudential Authority (the "**Prudential Authority**") is established as a juristic person under the Financial Sector Regulation Act. The Prudential Authority operates within the SARB's administration although it is operationally independent. The Prudential Authority is responsible for prudential regulation and supervision of financial institutions that provide financial products or securities services (including banks) and market infrastructures. The Prudential Authority's objectives are to promote and enhance the safety and soundness of financial

institutions that provide financial products and securities services and market infrastructures, protect financial customers against the risk that those financial institutions may fail to meet their obligations and assist in maintaining financial stability.

(c) **Financial Sector Conduct Authority**: The Financial Sector Conduct Authority (the "**FSCA**") is established as a juristic person under the Financial Sector Regulation Act. The FSCA regulates market conduct to protect consumers and ensure market integrity. The FSCA oversees the fair treatment of customers by financial institutions (including banks), transparency in product offerings, and compliance with the Treating Customers Fairly ("**TCF**") framework set by the FSCA. The FSCA also administers the Financial Advisory and Intermediary Services Act, 2002 (the "**FAIS Act**"), which regulates the provision of advice and intermediary services in relation to financial products, including deposits. Banks must be authorised under the FAIS Act to market deposits or other financial products in South Africa, and compliance with the FAIS Act is overseen by the FSCA.

(d) **National Credit Regulator**: The National Credit Regulator (the "**NCR**") is established as a juristic person under the National Credit Act, 2005 (the "**NCA**"). The NCR regulates provision of credit to consumers, ensuring responsible lending, affordability assessments and transparent disclosures to protect borrowers.

(e) **Financial Intelligence Centre**: The Financial Intelligence Centre (the "**FIC**") is established as a juristic person under the Financial Intelligence Centre Act, 2001 (the "**FIC Act**"). The FIC is responsible for administering the FIC Act and for monitoring and enforcing compliance by accountable institutions (including banks) with applicable anti-money laundering ("**AML**"), counter-terrorism financing ("**CTF**") and counter proliferation financing ("**CPF**") measures (including customer due diligence and suspicious transaction reporting). The FIC also plays a role in the implementation of financial sanctions in South Africa pursuant to resolutions adopted by the Security Council of the United Nations, under Chapter VII of the Charter of the United Nations.

(f) **Information Regulator**: The Information Regulator (the "**Information Regulator**") is established as a juristic person under the Protection of Personal Information Act, 2013. The Information Regulator regulates compliance by public and private bodies (including banks) with data protection and personal information protection rules in South Africa.

Twin Peaks Model of Financial Regulation

South Africa has adopted a "*twin peaks*" model of financial regulation, in line with international best practice, separating prudential regulation from market conduct regulation. The "*twin peaks*" model of financial regulation was introduced in South Africa with effect from 1 April 2018 through the enactment of the Financial Sector Regulation Act, which establishes the Prudential Authority as the body responsible for prudential regulation and the FSCA as the body responsible for market conduct regulation. The functions of both the Prudential Authority and the FSCA are carried out to protect consumers, maintain and enhance financial stability and promote financial inclusion. In this context, the proposed Conduct of Financial Institutions Act ("**COFI**") is intended, once enacted and implemented, to give further effect to the market conduct objectives of the twin peaks framework by consolidating and replacing the existing sector specific market conduct legislation administered by the FSCA with a single, comprehensive and outcomes based legislative framework governing the conduct of financial institutions in South Africa. The Conduct of Financial Institutions Bill, 2026 has been approved by Cabinet and formally introduced in the National Assembly, and is currently progressing through the parliamentary legislative process. The final content, enactment date, commencement date and any transitional arrangements under COFI remain subject to parliamentary approval and Presidential assent, and its phased implementation is expected to materially influence the regulatory and compliance environment applicable to financial institutions operating in South Africa. The Financial Sector Regulation Act further regulates co-operation among the Prudential Authority, the FSCA, the SARB, the Financial Stability Oversight Committee (established in terms of the Financial Sector Regulation Act), the NCR and the FIC.

Banking Regulation

Licensing and Authorisation to Conduct the Business of a Bank

The commercial and retail banking sector in South Africa is primarily regulated through the Banks Act. Conducting "*the business of a bank*" may only be undertaken by a public company (incorporated under the Companies Act, 2008 (the "**Companies Act**")) that is registered and licensed as a bank under the Banks Act or a branch of a foreign bank registered under Section 18A of the Banks Act. Possession of a registration certificate entitles the bank or branch of a foreign bank to conduct the business of a bank in South Africa – in particular to solicit for and conduct deposit-taking activities and to use deposits to grant loans, for investment or to finance business activities. A foreign bank can alternatively register a representative office, but a representative office cannot conduct the business of a bank. Licences to conduct "*the business of a bank*" are granted by the Prudential Authority under the Banks Act. Registered banks must renew their licences annually. "*[T]he business of a bank*" is defined in the Banks Act. The definition excludes, *inter alia*, certain activities designated by the Prudential Authority, with the approval of the Minister of Finance of South Africa (the "**MoF**"), by notice in the Government Gazette, where such activities are performed in accordance with such conditions determined in such notice.

Regulation of the Activities of a Bank

The activities that may be undertaken by banks are highly regulated. The Banks Act prohibits undesirable conduct by imposing certain restrictions on the activities of banks. Generally, the assets of a bank must be held in its own name, unless the assets are hypothecated in good faith to secure an actual or potential liability, where such assets have either been exempted by the Prudential Authority in writing or have been designated as exempted by notice in the Government Gazette. Investments by a bank in immovable property or shares, and loans made to subsidiaries of the bank with the primary object of acquiring and holding or developing immovable property, are restricted.

Corporate Governance

The Banks Act requires that a bank's board of directors and executive officers must establish and maintain an adequate and effective process of corporate governance aimed at achieving the bank's strategic and business objectives efficiently, effectively, ethically and equitably within acceptable risk parameters. The board and officers must also ensure compliance with all applicable laws and corporate behaviour that is universally recognised as correct and proper. The board and officers must establish mechanisms and procedures to minimise potential conflicts of interest between the bank and the personal interests of directors and officers. The board must retain control over the strategic and business direction of the bank, while allowing executives to manage operations and achievement of objectives.

The Regulations relating to Banks, 2012 (promulgated in terms of the Banks Act) (the "**Regulations Relating to Banks**") additionally make the board of directors responsible for ensuring that governance includes the maintenance of effective risk management and capital management. The maintenance process must be consistent with the nature, complexity and risk inherent in the bank's on-balance sheet and off-balance sheet activities, and the board must ensure that the bank's risk management and capital management are able to respond to changes in the bank's environment and conditions. The board can appoint supporting committees.

Each chief executive officer, director and executive officer of a bank owes towards the bank the duties set out in the Banks Act (including to act *bona fide* for the benefit of the bank and to avoid conflicts of interest) and the Companies Act.

The majority of the directors of a bank must be non-executive directors who are not employees of the bank, its subsidiary or its controlling company. Directors who are employees must not together be entitled to exercise more than 49% of the total vote on the board of the bank.

Directors, the chief executive officer and the executive officers of a bank owe a duty to the bank to act *bona fide* for the benefit of the bank, avoid conflicts of interest, possess and maintain the knowledge and skill

reasonably expected of a person holding a similar role, and exercise care in the carrying out of functions as may reasonably be expected of a diligent person holding the same appointment.

The Banks Act requires a bank's board of directors to establish a remuneration committee consisting only of non-executive directors. It must assist the board to, *inter alia*:

- oversee the compensation system's design;
- exercise independent judgement on compensation policies and incentives created for managing risk, capital and liquidity;
- ensure that the system complies with the Regulations Relating to Banks;
- conduct an annual review of the compensation system; and
- consult with shareholders.

In addition, the Regulations Relating to Banks require that the board must ensure effective governance with respect to remuneration policies by actively overseeing the design of such policies. The board must monitor the operation of the policies and ensure the policies are aligned with the board approved tolerance for risk. In particular, the board must ensure that:

- compensation outcomes are in line with risk outcomes;
- remuneration payout schedules are sensitive to time horizons of risk;
- risk and reward related to all relevant transactions concluded by executive directors and officers are considered;
- the remuneration policies support and promote the bank's other policies and the long-term safety of the bank; and
- the remuneration policies are subject to appropriate audit.

Ownership and Control of Banks and Bank Controlling Companies

The Banks Act prohibits any person (other than the bank's controlling company) from acquiring shares in a bank or the bank's controlling company (including with concert parties and associates) amounting to more than 15% of the total value or voting rights of the bank's issued shares without the prior approval of the Prudential Authority or the MoF, as applicable depending on the level of shareholding sought. Authorisation will only be granted where the proposed acquisition is not contrary to the interests of the public, the bank, its depositors or its controlling company.

The Banks Act further prohibits any person other than a registered bank controlling company, a bank or an institution approved by the Prudential Authority and conducting a business similar to that of a bank outside South Africa, from exercising control over a bank.

Significant Ownership

"*Significant owners*" (which generally involves holding at least a 15% stake or having 15% control) in a bank are subject to various fitness and propriety requirements that have been determined by the FSCA and the Prudential Authority and published in Joint Standard 1 of 2020 (*Fitness, Propriety and other Matters Related to Significant Owners*) (the "**Fitness Joint Standard**"). The Fitness Joint Standard lists a number of circumstances that may indicate that a natural or juristic significant owner is not fit and proper, such as, *inter alia*, conviction for a financial crime, being the subject of a civil judgment for theft, fraud, forgery or other acts of dishonesty, removal from an office of trust, or sequestration or liquidation. A significant owner and the relevant bank are obliged to notify the FSCA and the Prudential Authority of the occurrence of any such circumstances.

Prudential Regulation

In December 2010, the BCBS published its report entitled "*A Global Regulatory Framework for More Resilient Banks and Banking Systems*" (as revised in June 2011) ("**Basel III**"). Basel III comprises three main pillars, namely: (i) the minimum capital requirements (Pillar 1); (ii) supervisory review (Pillar 2); and (iii) market disclosure and discipline (Pillar 3). Basel III has been incorporated into South African law and implemented on a phased basis through the Regulations Relating to Banks promulgated under the Banks Act on 12 December 2012 (as amended from time to time thereafter)) with key components of Basel III effective from 1 January 2013 with the remainder of the Basel III being phased in between 2013 and 2019. The Prudential Authority has since published and continues to publish directives pertaining to the implementation of Basel III. In addition, (a) the Basel III reforms, colloquially known as Basel IV, finalised by the BCBS in 2017 have been incorporated into the Regulations Relating to Banks with effect from 1 July 2025, and (b) the Fundamental Review of the Trading Book Framework finalised by the BCBS in 2019 has been implemented in South Africa with effect from 1 July 2025.

The key changes introduced by the implementation of the Basel III framework (including the Basel III reforms) and the Fundamental Review of the Trading Book:

Capital Adequacy

The quality, consistency and transparency of the capital base levels have increased. In the framework, the regulatory deductions should mainly be applied to the common equity component of the capital base. Further, to be eligible as tier 1 and tier 2 capital, instruments need to meet more stringent requirements than were applied under Basel II.

The Basel III framework introduces a capital conservation buffer of 2.5% of RWA in addition to these minimum thresholds. If a bank does not meet this buffer, constraints will be imposed on the bank's capital distribution, such as dividends. A positive cycle neutral countercyclical buffer ("**PCN CCyB**") of 1% became effective from 1 January 2026. The PCN CCyB serves as a macroprudential tool that can be released in the event of sudden shocks, including those unrelated to the credit cycle.

Leverage Ratio

The BCBS required the risk-sensitive capital framework to be supplemented with a non-risk-based measure, the leverage ratio (the "**Leverage Ratio**"). The Leverage Ratio is calculated as the tier 1 capital divided by the exposure measure (being on and off-balance sheet exposures, with certain adjustments for selected items such as derivatives). In June 2025, the Prudential Authority published Directive 3/2025 indicating that a bank or controlling company is to maintain a leverage ratio buffer equal to 50% of their higher loss absorbency requirement imposed on common equity tier 1 (CET1) capital, where such a bank or controlling company is designated as a D-SIB. Directive 3/2025 also directs a bank or controlling company to apply capital distributions constraints when the leverage ratio declines below the minimum specified requirement. The Group’s leverage ratio buffer amounts to 0.5%, which together with the minimum leverage ratio of 4%, results in a total leverage ratio requirements of 4.5%.

The effective date for the minimum leverage ratio buffer requirements, together with the capital distributions constraints was 1 July 2025.

Another key component of the Basel III framework is the introduction of increased regulations for liquidity risks. The objective of the liquidity reform is to improve the banking sector's ability to absorb shocks arising from financial and economic stress, whatever the source, thereby reducing the risk of spillover from the financial sector to the real economy.

The BCBS developed two quantitative liquidity standards as part of the Basel III framework; namely the liquidity coverage ratio ("**LCR**") and the net stable funding ratio ("**NSFR**"). The LCR's objective is to measure a bank's ability to manage short-term liquidity stress and ensure the appropriate holding of surplus qualifying liquid assets. The NSFR's objective is to measure long-term structural funding stability in order to address the structural liquidity mismatch inherent in banking operations.

The BCBS has also put a more stringent regulatory framework into place for the monitoring of intraday liquidity risk. Management of intraday liquidity risk forms a key element of a bank's overall liquidity risk management framework. The mandatory tools introduced by the BCBS are for monitoring purposes, and only international active banks will be required to apply them. National regulators will determine the extent to which the tools apply to banks that only operate domestically within their jurisdictions. Monthly reporting on the monitoring tools commenced on 1 January 2015.

Risk Weighting

On 7 December 2017, the BCBS published the Basel III finalised reforms for the calculation of RWA and a capital floor. The BCBS date of implementation for these reforms was 1 January 2023. The Prudential Authority proposed an implementation date of 1 January 2024 in South Africa which was subsequently adjusted to 1 July 2025. The accompanying transitional arrangements for the output floor will extend until 1 January 2028 for South Africa in line with the BCBS timelines. These reforms are the completion of work that the BCBS has been undertaking since 2012 to address inefficiencies that emerged from the financial crisis in 2008 and impacts both standardised and advanced internal models.

Reducing Variation in the Internal Rating-Based ("IRB") Approach for Credit Risk

The advanced internal rating-based ("**AIRB**") approach allows banks to estimate the probability of default ("**PD**"), loss given default ("**LGD**"), exposure at default ("**EAD**") and maturity to calculate risk weighted assets. The finalised reforms constrain the use of the AIRB approach and will no longer be used for exposures to large corporates, banks and other financial institutions, securities firms, local government, municipalities and public-sector entities. The Group's relevant legal entities are, since 1 July 2025, applying the foundation internal ratings-based ("**FIRB**") approach for these exposures.

The BCBS agreed on various additional enhancements to the IRB approaches to further reduce unwarranted RWA variability, including providing greater specification of the practices that banks may use to estimate their model parameters as well as PD, LGD and EAD floors for the IRB approaches. Given the enhancements to the IRB framework and the introduction of an aggregate output floor, the BCBS has removed the 1.06 scaling factor that is currently applied to RWAs determined by the IRB approach to credit risk.

The Group has received approval from the Prudential Authority to apply the AIRB approach for credit risk across its portfolios in South Africa (subject to eligibility under the Basel III finalised reforms). These AIRB methodologies are also used internally for risk management and strategic decision-making wherever feasible.

The Group applies the New Standardised Approach for operational risk, in alignment with the Basel III finalised reforms. The Fundamental Review of the Trading Book applies for all banking entities in the Group.

Standardised Approach for Credit Risk

The revisions to the standardised approach for credit risk enhances the regulatory framework by improving its granularity and risk sensitivity. It provides: a more granular approach for unrated exposures to banks; a recalibration of risk weighting for rated exposures; a more risk-sensitive approach for real estate exposures based on their loan to value; separate treatment for covered bonds; specialised lending; exposures to small and medium enterprises; a more granular risk weight treatment for subordinated debt and equity exposures; and a recalibration of credit conversion factors for off balance sheet exposures.

CVA Risk Capital Charge

The initial phase of Basel III reforms introduced a capital charge for potential mark-to-market losses of derivative instruments as a result of the deterioration in the creditworthiness of a counterparty.

The final reforms introduce two new approaches for the calculation of the credit valuation adjustments ("**CVA**") risk capital charge which are a basic approach (a full version including CVA hedges, or reduced

version) and a standardised approach based on the fundamental review of the trading book market risk standardised approach with minimum requirements regarding sensitivity calculations.

These changes were implemented with effect from 1 July 2025.

Operational Risk

The BCBS has streamlined the operational risk framework through the introduction of the new standardised approach for calculating operational risk capital requirements. The new approach has replaced the standardised approaches and the advanced measurement approach ("**AMA**"), which is based on a bank's internal models. The new standardised measurement approach aims to enhance the consistency of operational risk capital calculations by adopting a single risk-sensitive standardised approach to be used by all banks.

The new standardised measurement approach for operational risk, determines a bank's operational risk capital requirements based on two components comprising a measure of a bank's income and a measure of historical losses experienced by the bank. Conceptually, it assumes that operational risk increases at an increasing rate with a bank's income and banks which have experienced greater operational risk losses historically are assumed to be more likely to experience operational risk losses in the future.

The Group has transitioned from its current Pillar 1 Operational Risk regulatory capital calculation approach (the AMA in South Africa and standardised approach in other jurisdictions) to the new standardised measurement approach with effect from 1 July 2025.

Output Floor

The Basel III reforms replace the existing Basel II floor with a floor based on the revised Basel III standardised approaches. Consistent with the original floor, the revised floor places a limit on the regulatory capital benefits that a bank using internal models can derive relative to the standardised approaches. In effect, the output floor provides a risk-based backstop that limits the extent to which banks can lower their capital requirements relative to the standardised approaches.

This helps to maintain a level playing field between banks using internal models and those on the standardised approaches. It also supports the credibility of banks' risk weighted calculations and improves comparability via the related disclosures.

Under the revised output floor banks' risk weighted assets must be calculated as the higher of total RWA calculated using the approaches that the bank has supervisory approval to use in accordance with the Basel capital framework (including both standardised and internal model- based approaches) and a specified percentage of the total RWA calculated using only the standardised approaches, and will be phased in over a specified period, as follows:

- from 1 July 2025: 60%;
- from 1 January 2026: 65%;
- from 1 January 2027: 70%; and
- from 1 January 2028: 72.5%.

Securitisation Framework

The BCBS has finalised revisions to the Basel securitisation framework, which were implemented in South Africa with effect from 1 October 2022. The revised framework introduces updated approaches for determining the regulatory capital requirements in relation to securitisation exposures with the following aims: reducing mechanistic reliance on external ratings; increasing risk weights for highly rated securitisation exposures; reducing risk weights for low-rated securitisation exposures; reducing cliff effects (where small changes in the quality of an underlying pool of securitised exposures quickly leads to significant increases in capital requirements); and making the framework more risk-sensitive.

Fundamental Review of the Trading Book

The Fundamental Review of the Trading Book framework to improve market risk was published by the BCBS on 14 January 2016 and subsequently revised on 14 January 2019 to address issues identified by the BCBS during its monitoring of the framework's implementation and impact. In South Africa, the Prudential Standard on Market Risk (commonly referred to as the Fundamental Review of the Trading Book) was finalised and published by the Prudential Authority on 30 June 2025, with an effective date of 1 July 2025 for both capital and reporting requirements. Banks were expected to ensure operational readiness, model validation (where applicable), and proactive regulatory engagement to meet these milestones.

Large Exposure Framework

The BCBS published the final standard that sets out a supervisory framework for measuring and controlling large exposures. The large exposure framework was implemented in South Africa on 1 April 2022. The large exposure framework protects banks from significant losses caused by the sudden default of an individual counterparty or a group of connected counterparties. The framework was designed so that the maximum possible loss a bank could incur if such a default were to occur would not endanger the bank's survival as a going concern. In cases where the bank's counterparty is another bank, large exposure limits will directly contribute towards the reduction of system-wide contagion risk. A large exposure is defined as an exposure that is equal to or above 10% of a bank's eligible capital base. Eligible capital base is defined as tier 1 capital as defined under the Basel III framework. The sum of all the exposure values of a bank to a single counterparty or to a group of connected counterparties should not be higher than 25% of the bank's available eligible tier 1 capital base. A tighter limit of 15% of tier 1 capital will apply to inter-globally systemically important banks ("**G-SIBs**") exposures and the local regulator may apply this limit to inter-D-SIB exposures. A limit of 15% of tier 1 capital may also be applied by the local regulator for exposures between a smaller bank and a G-SIB.

In South Africa, the Prudential Authority has stipulated that inter-D-SIB exposure and D-SIB to G-SIB exposure is limited to a monthly average of 15% of the sum of the bank or controlling company's qualifying tier 1 capital with a maximum of 18% of the sum of the bank or controlling company's qualifying tier 1 capital during the month. Exposure between a smaller bank and a G-SIB is limited to a maximum of 25%. The Prudential Authority has also introduced limits for intra-group exposures.

Interest Rate Risk in the Banking Book

The BCBS issued standards for the Interest Rate Risk in the Banking Book ("**IRRBB**") (the "**Revised Standards**") in April 2016. The Revised Standards revise the BCBS' 2004 "*Principles for the management and supervision of interest rate risk*", which set out supervisory expectations for banks' identification, measurement, monitoring and control of IRRBB, as well as its supervision. The Revised Standards also introduced a strengthened Pillar 2 approach. The Revised Standards for IRRBB cover the enhanced requirements over 12 principles. Nine principles are directed to banks including identification of IRRBB, sound methodologies, risk appetite and limits, internal reporting, external disclosures, data, controls and model risk management. Three principles are directed to supervisors and focus on review of the soundness of banks' IRRBB management, collaboration among supervisors and identification of outlier banks.

The implementation date for South Africa of the Revised Standards for IRRBB was 1 January 2023. Following the implementation date, the Prudential Authority published Pillar 3 disclosure requirements relating to IRRBB.

Systemically Important Financial Institutions

The guidance developed by the BCBS and the Financial Stability Board form the basis for the requirements of domestic systemically important banks in South Africa. South African banks have developed their recovery plans in line with global standards. The specific D-SIB capital requirements have been applied to the relevant banks from 1 January 2016.

Recovery plans focus on plausible management or recovery actions that can be taken to reduce risk and conserve capital during times of severe stress. Resolution plans are typically developed by the supervisor

with the objective of ensuring that systemically important financial institutions ("**SIFIs**") are resolvable and will not become a burden to tax-payers.

Pillar 3 Disclosures

Pillar 3 of the Basel framework seeks to promote market discipline through regulatory disclosure requirements. The BCBS published a series of revisions to the Pillar 3 disclosure framework, including significant updates in 2015, 2017 and 2018, which together reflect the Basel III post-crisis regulatory reforms. The revisions enhance disclosure requirements across key risk areas, including credit risk, operational risk, the leverage ratio and CVA risk as well as RWAs under both the bank's internal models and standardised approaches and prudential metrics.

The implementation timeline for certain of these disclosure requirements was subsequently revised, with the BCBS deferring the effective date of the Basel III post-crisis disclosure reforms to 1 January 2023.

In South Africa, the Prudential Authority published Directive 10 of 2025 in August 2025, which consolidates Pillar 3 disclosure requirements previously contained in Regulation 43 of the Regulations relating to Banks. The Group will comply with the directive in accordance with the specified requirements.

Resolution Framework

A framework for resolution of banks became law in South Africa on 1 June 2023, implementing the FSB's "*Key Attributes of Effective Resolution Regimes for Financial Institutions*" through the incorporation of Chapter 12A into the Financial Sector Regulation Act (the "**Resolution Framework**"). The Resolution Framework requires the SARB, based on a risk analysis, to plan for the potential need for the orderly resolution of designated institutions (including banks and bank controlling companies).

The Resolution Framework creates a point of resolution, which is deemed to be the point when a designated institution is or will probably be unable to meet its obligations (including regulatory requirements) and it is necessary to trigger resolution to protect depositors or maintain financial stability. The SARB is the resolution authority; it can recommend to the MoF that a bank enters resolution if the triggers have been met and the SARB believes that recovery actions have failed or will not be successful. If the MoF agrees, the resolution process and resolution powers will be invoked.

The Resolution Framework introduces a number of powers to support an orderly resolution of designated institutions. The most significant of these powers is statutory bail-in, under which the SARB is empowered to take one or more of the following actions in relation to a designated institution in resolution:

- write down or issue new shares in the designated institution;
- write down, subject to exclusions, liabilities of the designated institution; and/or
- convert debt instruments into equity.

Statutory bail-in enables the SARB to recapitalise a designated institution at the point of entry into resolution. Banks must maintain a specified level of liabilities that are designated for bail-in in resolution, enabling the SARB to assign first losses to shareholders and creditors with sufficient capacity to restore the capital of a bank in resolution.

Statutory bail-in can only be applied in resolution and must strictly follow the statutory credit hierarchy and safeguards set out in the relevant provisions of the Resolution Framework.

Additionally, the SARB as resolution authority can transfer assets and liabilities of a bank in resolution, establish a bridge institution, institute temporary moratoria on certain proceedings and the exercise of early termination rights, and suspend obligations of the bank or bank controlling company in resolution.

Provisions in certain contracts that provide for acceleration and early termination on entry into resolution or the taking of resolution action are not effective in respect of a bank in resolution. The Prudential Authority has mandated a contractual recognition approach in this regard, requiring amendments to banks' agreements that are governed by foreign law.

Creditors are protected by implementation of the "no creditor worse off" rule and the requirement that claims follow the insolvency hierarchy of claims, while allowing for some flexibility.

Flac Instrument Requirements

The Financial Sector Regulation Act introduces a new class of unsecured loss absorbing debt instruments known as "*flac instruments*" ("**Flac Instruments**"). Banks and bank controlling companies will, with effect from 1 January 2026, be required to issue Flac Instruments to ensure sufficient loss-absorbing and recapitalisation capacity in resolution. The requirements applicable to Flac Instruments were published by the Prudential Authority on 11 December 2024 in terms of Prudential Standard RA03: Flac Instrument Requirements for Designated Institutions (the "**Flac Standard**"), which sets out (i) the qualifying criteria for Flac Instruments, and (ii) the quantum of Flac Instruments that banks and controlling companies are required to issue. The Flac Standard provides for a phasing in of the minimum required quantum of Flac Instruments to be issued with 60% minimum requirement to be met by 31 December 2028 and full implementation required by 31 December 2031.

Flac Instruments are designed to be written off or written down or converted into equity (i.e., bailed in) in Resolution (as defined in the relevant Conditions of the Notes) in order to absorb losses and recapitalise a designated institution, thereby reducing reliance on taxpayer funded bailouts. Flac Instruments are integral to the SARB's Resolution powers under the Resolution Framework.

Deposit Insurance Scheme and Depositor Preference

The Financial Sector Regulation Act makes provision for the establishment of a deposit insurance scheme ("**DIS**") for banks, which includes a Corporation for Deposit Insurance (the "**CODI**") and Deposit Insurance Fund (the "**DIF**"). A bank is a member of the CODI from the date it is licensed or registered in terms of the relevant financial sector law that allows it to hold "*covered deposits*". Where a bank is in resolution, the CODI must apply the DIF in a manner specified in section 166AA of the Financial Sector Regulation Act to ensure that depositors of the bank have reasonable access to their "*covered deposits*".

On 6 March 2024, the Prudential Authority published Prudential Standard CODI 1 – Fund Liquidity, which provides for the (i) minimum amount to be maintained by members of the CODI in the account of the DIF, (ii) transfer and maintenance of the bank's liquidity fund contribution, and (iii) procedures applicable in the event that the DIF is applied to reimburse covered deposits or provide non-payout resolution support to banks. Directive 3 of 2024, published on 16 April 2024 ("**D3/2024**"), informs banks of the minimum regulatory requirements relating to covered deposits and their fund liquidity contributions to the CODI. Fund liquidity contributions are interest-bearing loans to the CODI, guaranteed by the SARB, which expose banks to credit risk. D3/2024 deals with the calculation of the minimum required capital and reserve funds related to such credit risk exposure to the CODI.

The procedural and administrative matters necessary for the effective operation of the CODI and DIF are captured in the Deposit Insurance Regulations (the "**DI Regulations**"). The maximum amount that the CODI may apply from the DIF in respect of a "*qualifying depositor*" of a bank in resolution for their "*qualifying deposit balance*" (each defined in the DI Regulations) is ZAR100,000. The DI Regulations set out (i) the coverage rules applicable to the CODI, (ii) the manner in which the DIF must be applied when reimbursing covered deposits, (iii) governance and oversight requirements applicable to banks in respect of the DIS, and (iv) reporting requirements. In this regard, the Prudential Authority published the Requirements for Monthly Data Submissions to the Corporation for Deposit Insurance.

The Financial Sector Regulation Act empowers the CODI to charge members deposit insurance levies and deposit insurance premiums. The imposition of financial sector levies on supervised entities such as banks, including (with effect from 1 April 2024) the deposit insurance levy, is provided for in the Financial Sector and Deposit Insurance Levies Act, 2002.

The Financial Sector Regulation Act also contains a simple depositor preference regime, which applies only to "*covered deposits*" and any bank in respect of which insolvency proceedings are commenced. The regime requires that in insolvency, "*covered deposits*" should be paid out of the estate of an institution in

resolution before concurrent claims, regulatory capital instruments and shareholders. The Financial Sector Regulation Act provides that "*covered deposits*", together with interest thereon, must be paid after payment of any preferred creditors (including secured creditors, the South African Revenue Services, the salaries and wages of employees, costs of liquidation, costs of execution and special notarial bonds) provided for in the Insolvency Act, 1936, but before payment of any other unsecured creditors.

Anti-Money Laundering, Counter Terror Financing, Counter Proliferation Financing and Sanctions Regulation

South Africa has a well established AML, CTF, CPF and sanctions regulatory framework. Banks are obliged to comply with AML, CTF, CPF and sanctions legislation such as the Banks Act, the FIC Act, the Prevention of Organised Crime Act, 1998 (the "**POC Act**"), the Prevention and Combating of Corrupt Activities Act, 2004, the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004 (the "**POCDATARA Act**") and the Directive for Conduct within the National Payment System in respect of the FATF Recommendations for Electronic Fund Transfers ("**D1/2022**"). In this regard:

(a) The POC Act creates three general money-laundering offences, being: the substantive money-laundering offence; assistance of another in laundering the proceeds of unlawful activities; or acquiring, using or possessing the proceeds of unlawful activities.

(b) The FIC Act seeks to combat money laundering through the creation of the FIC, which is responsible for identifying the proceeds of unlawful activities. The FIC Act imposes extensive obligations on accountable institutions, including banks, such as "*know-your-customer*" requirements, in terms of which accountable institutions must establish and verify the identity of prospective clients. Banks are also required to report cash transactions and international electronic transfers above a prescribed limit, as well as "*suspicious and unusual*" transactions, to the FIC.

(c) Regulation 50(1) of the Regulations Relating to Banks requires banks to establish policies and processes to protect themselves from being used for financial crimes such as money laundering.

(d) D1/2022 was issued to regulate the conduct of accountable institutions relating to electronic fund transfers ("**EFTs**") as prescribed by FATF recommendations.

(e) Section 31 of the FIC Act requires that accountable institutions authorised to conduct international funds transfer transactions report transactions above a prescribed limit to the FIC by way of an international funds transfer report ("**IFTR**"). According to Guidance Note 9 on International Funds Transfer Reporting in terms of section 31 of the FIC Act, issued by the FIC on 17 November 2023 ("**Guidance Note 9**"), the threshold is currently R19,999. Guidance Note 9 deals with the period for reporting an IFTR, methods for submission of an IFTR, and practical implementation of such reporting.

D1/2022 applies to accountable institutions that facilitate or enable the origination or receipt of both domestic and cross-border EFTs, and/or act as an intermediary in receiving or transmitting EFTs. The Directive sets out the responsibilities of ordering, intermediary and beneficiary financial institutions. The ordering financial institution must, inter alia, include as part of an EFT certain information concerning the originator of the EFT, including the originator's name, account number, identity/passport number and address. The ordering financial institution is also required to include certain information of the beneficiary.

South Africa's targeted financial sanctions regime is implemented by way of the FIC Act and the POCDATARA Act. In terms of the FIC Act, the financing of a person or entity that is the subject of targeted financial sanctions, which sanctions have been imposed by way of a resolution of the United Nations Security Council under Chapter VII of the Charter of the United Nations, is prohibited. The Director of the FIC is required to give notice of such persons or entities "*by appropriate means of publication*". Furthermore, section 4 of the POCDATARA Act provides that the culpable financing and facilitation of the activities of an entity that is the subject of targeted financial sanctions, not only by accountable institutions but by "any person", either "directly or indirectly", constitutes an offence. The

person in question must intend that the assistance be used for the benefit of that entity, or must know or ought reasonably to have known or suspected that the assistance would be used for the benefit of that entity.

Banks must take a risk-based approach to their AML policies and adjust their procedures to assess and mitigate specific risks. Recently, the FIC imposed new requirements to screen employees in high-risk roles for competence and integrity prior to their appointment and at least annually during employment. Such screening involves, inter alia, checking for criminal records, particularly in relation to crimes of dishonesty, and past AML/CFT failures while the employee was in a senior decision-making role, and screening for domestic or foreign politically exposed persons.

In October 2021, the FATF published the Mutual Evaluation Report (the "**Report**") for South Africa, summarising the findings in relation to the adequacy of AML/CFT measures in place in South Africa, competent authorities' level of compliance with the FATF 40 Recommendations and the level of effectiveness of South Africa's AML/CFT/CPF and sanctions framework.

Some of the key findings from the Report can best be summarised as follows:

- some money laundering risks are being mitigated but some significant risks remain to be addressed, and terrorist financing risks are not adequately addressed;
- South Africa suffered from a sustained period of "state capture", which undermined key agencies with roles to combat such activity;
- South Africa has had some good results pursuing corruption cases and recovering proceeds of corruption, but has been less successful addressing such issues resulting from "state capture"; and
- larger banks are more developed at understanding their money laundering risks and implementing mitigation measures commensurate with those risks, notwithstanding, overall, the risk-based approach is inadequately implemented.

Following engagements with FATF over progress made by South Africa since the publication of the Report, the FATF assessed that the country needed to make further and sustained progress in addressing eight areas of strategic deficiencies related to the effective implementation of South Africa's AML/CFT laws as set out. Consequently, on 24 February 2023, FATF made a decision to list South Africa as a "jurisdiction under increased monitoring" (commonly referred to as FATF's "*grey list*").

The key areas of strategic deficiencies identified by the FATF that are relevant to the business of the Group and the Issuers require South Africa to:

- ensure that competent authorities have timely access to accurate and up-to-date beneficial ownership information on legal persons and arrangements and applying sanctions for breaches of violation by legal persons to beneficial ownership obligations;
- demonstrate a sustained increase in law enforcement agencies' requests for financial intelligence from the Financial Intelligence Centre for its money laundering/terrorist financing investigations;
- update its terrorist financing risk assessment to inform the implementation of a comprehensive national counter financing of terrorism strategy; and
- ensure the effective implementation of targeted financial sanctions and demonstrating an effective mechanism to identify individuals and entities that meet the criteria for domestic designation.

As a response to the shortcomings that were identified in the Report, the Government enacted, the General Laws (Anti-Money Laundering and Combatting Terrorism Financing) Amendment Act, 2022 and the Protection of Constitutional Democracy Against Terrorist and Related Activities Amendment Act, 2022. The Government has indicated that these amendments address most of the legislative deficiencies identified.

Since February 2023, South Africa has taken steps towards improving its AML, CFT, CPF and sanctions regime including by demonstrating a sustained increase in outbound mutual legal assistance agreement requests, strengthening its AML, CFT, CPF and sanctions supervisory capacity by improving the risk-based

supervision, enhancing its identification, seizure and confiscation of proceeds and instrumentalities of a wider range of predicate crimes, in line with its risk profile, updating and implementing its terrorism financing ("**TF**") strategy and increasing relevant authorities' TF capabilities on the basis of an understanding of its TF risks, as well as ensuring the effective implementation of targeted financial sanctions.

South Africa continues to work on implementing its action plan to address its remaining strategic deficiencies, including by: (1) demonstrating that all AML, CFT, CPF and sanctions supervisors apply effective, proportionate and effective sanctions for non-compliance; (2) ensuring that competent authorities have timely access to accurate and up-to-date beneficial ownership information on legal persons and arrangements and applying sanctions for breaches of violation by legal persons to beneficial ownership obligations; (3) demonstrating a sustained increase in investigations and prosecutions of serious and complex money laundering and the full range of TF activities in line with its risk profile.

As part of the FATF monitoring process, South Africa was required to report periodically on its progress in implementing an agreed action plan. Following the substantial completion of the action plan and a subsequent on-site assessment, South Africa was removed from the list of jurisdictions under increased monitoring in October 2025.

Rules Governing Banks' Relationships with Customers

The Consumer Protection Act, 2008 (the "**CP Act**") applies to a wide range of transactions occurring within South Africa, subject to certain exemptions provided for in section 5 of the CP Act applies. "*Service*", as used in the definition of a "*transaction*", is, in turn, defined as including "*any banking services, or related or similar financial services*", subject to specified exceptions. The CP Act aims to "*promote and advance the social and economic welfare of consumers in South Africa*" by establishing national norms and standards regulating interactions with consumers and prohibiting certain unfair practices.

The Home Loan and Mortgage Disclosure Act, 2000 promotes "*fair lending practices, which require disclosure by financial institutions of information regarding the provision of home loans*" in their annual financial statements. Information that must be disclosed includes the total number and amount in South African Rand of home loan applications received, declined, closed and disbursed, and approved during a financial year in respect of which financial statements have been prepared.

The NCA aims to "*promote a fair and non-discriminatory marketplace for access to consumer credit and for that purpose to provide for the general regulation of consumer credit and improved standards of consumer information*". A lender is required to be registered as a credit provider in terms of the NCA "*if the total principal debt owed to that credit provider under all outstanding credit agreements, other than incidental credit agreements*" exceeds a prescribed threshold. Absent such registration, a lender is not permitted to offer, make available or extend credit, enter into a credit agreement, or agree to do any of the aforementioned activities. The NCA applies to credit agreements between parties on an arm's-length basis, made within or having an effect within South Africa, subject to the exceptions provided for in section 4 of the NCA.

TCF forms part of the market conduct framework implemented by the FSCA. The TCF consumer protection framework (the "**TCF Framework**") is applicable to all South African regulated financial institutions, including banks. The TCF Framework is built on principles that help drive a financial institutions business conduct towards a set of six outcomes, termed "*TCF outcomes*". All financial institutions must demonstrate that they adhere to the TCF principles and treat their customers fairly. The TCF outcomes require financial institutions to embed fairness in their culture, design products for customer needs, provide clear and timely information, offer suitable advice, ensure products perform as expected, and remove unreasonable barriers to post-sale service.

Climate Related Risks and Disclosure

In May 2024, the Prudential Authority published Guidance Note 2 of 2024 "Guidance on climate-related governance and risk practices for banks" ("**G2/2024**") and Guidance Note 3 of 2024 "Guidance on climate-

related disclosures for banks" ("**G3/2024**"), which provide guidance to banks regarding the integration of climate risks into their governance and risk management frameworks, and climate-related disclosures, respectively.

G2/2024 requires the bank's board of directors to oversee and manage climate-related risks ("**CRRs**") continuously. Material CRRs must be identified, integrated into the bank's established risk framework, and considered in the bank's internal capital adequacy assessment process. A bank should develop key risk indicators and metrics to quantify exposures to climate-related risks and be able to identify relevant climate-related risk drivers that may materially impair financial conditions. Stress-testing and scenario analysis can be used to assist with risk identification, monitoring and assessment. A bank's internal capital adequacy assessment process should explain, *inter alia*:

- methodologies used to identify, assess, monitor and report climate-related risks;
- climate-related risks identified including their transmission channels and correlation among risks;
- potential impact of climate-related risks on the determination of total internal capital;
- type and nature of scenario analyses and stress tests adopted by the bank; and
- risk management and mitigation strategies, as well as contingency plans.

Banks' internal policies must be adapted, and training programmes implemented, to ensure that the impact of CRRs on the bank's risk profile is properly understood.

G3/2024 sets out the requirements for the disclosure of CRRs and opportunities, taking into consideration recommendations of the Task Force on Climate-Related Financial Disclosures and the International Sustainability Standards Board, under the four thematic areas of governance, strategy, risk management, and metrics and targets. Banks must ensure that their CRR disclosure reports are relevant, complete, objective, accurate, clear, balanced, understandable, consistent and timely. The manner in which CRRs and opportunities impact on the bank's business model, strategy and decision-making must be disclosed. Banks are expected to produce climate-related disclosures and reports that, at a minimum, fulfil the following principles:

- completeness of information – limitations of the data, assumptions and estimations should be declared;
- being clear, balanced, and understandable to a wide audience;
- comparability between sectors, industries or portfolios and institution reporting periods;
- comparability of methodologies and approaches;
- consistency over time, with descriptions of changes in approach;
- focus on relevant material issues;
- reliability and objectivity; and
- timeliness – disclosure should supply information relevant to current decisions and be future-focused.

Additionally, the board of directors should ensure that a bank annually discloses, inter alia, its practices in maintaining oversight and the role of senior management in relation to climate-related risks and opportunities. From a strategic point of view, a bank should disclose annually the current and expected impacts of climate-related risks and opportunities on the bank's business, strategy and financial planning. A bank should describe its risk management policies, processes and controls for identifying, assessing and managing climate-related risks, and incorporating these risks into the bank's overall risk management. A bank should disclose metrics and targets that enable stakeholders to evaluate the bank's exposure to, and measurement and management of, climate-related risk.

There are no hard deadlines for disclosures prescribed in G3/2024, but the Prudential Authority expects banks to be proactive and not be compliance driven. Mandatory disclosure will rather be determined by, inter alia, non-financial sector disclosure requirements and international standard-setting bodies.

Cyber Security

On 17 May 2024, the Prudential Authority and the FSCA published Joint Standard 2 of 2024: Cybersecurity and Cyber Resilience Requirements ("**Joint Standard 2**"), which came into effect on 1 June 2025. Joint Standard 2 requires banks to (i) establish, implement and maintain a "*sound and robust*" cybersecurity strategy and framework, (ii) co-operate with stakeholders to enable cyber resilience, and (iii) clearly define the cybersecurity roles and responsibilities of relevant management functions, committees and third-party service providers. Joint Standard 2 deals in detail with "*cybersecurity and cyber resilience fundamentals*" and "*cybersecurity hygiene practices*". Banks must notify the responsible authority should any "*cyber incident*" or "*information security compromise*" be classified as a "*material incident*" (each as defined in Joint Standard 2).

Under the Joint Standard 2, banks must, inter alia:

- maintain and keep updated a cybersecurity strategy;
- implement appropriate practices to prevent the impact of potential cyber threats;
- develop data loss prevention policies and measures;
- maintain effective cyber resilience capabilities to monitor, detect, respond to and recover from cyberattacks; and
- notify responsible authorities of material incidents involving cyber and information security.

Benchmark Reform and Transition to ZARONIA

As part of the ongoing global benchmark rate reforms driven by the FSB, the SARB has deemed it appropriate to plan for the discontinuation of the Johannesburg Interbank Average Rate ("**JIBAR**"), which will be replaced by the South African Overnight Index Average ("**ZARONIA**"), which is a risk-free rate. The date of discontinuation of JIBAR has been announced by the SARB as 31 December 2026. In addition, the SARB set the date from which no new JIBAR linked transactions will be permitted as 1 May 2026. The Prudential Authority and the FSCA on 11 September 2024 published Joint Communication 6 of 2024 requiring banks to take appropriate action ahead of the discontinuation of JIBAR to facilitate the transition to alternative rates. Banks are required to identify their JIBAR-related exposure and establish an "*enterprise-wide JIBAR transition programme*", develop a product strategy including creating or adopting ZARONIA-based products, and develop a plan to address technological changes required for the transition.

EXCHANGE CONTROL

The information below is not intended as legal advice and it does not purport to describe all of the considerations that may be relevant to a prospective purchaser of Notes. Prospective purchasers of Notes who are non-South African residents or emigrants from the Common Monetary Area (defined below) are urged to seek further professional advice in regard to the purchase of Notes.

Exchange controls restrict the export of capital from South Africa, Namibia and the Kingdoms of Eswatini and Lesotho (collectively the "**Common Monetary Area**"). These exchange controls are administered by the FSD and regulate transactions involving South African residents. The purpose of exchange controls is to mitigate the decline of foreign capital reserves in South Africa. SBSA and SBG expect that South African exchange controls will continue to operate for the foreseeable future. The Government has, however, committed itself to gradually relaxing exchange controls and significant relaxation has occurred in recent years. It is the stated objective of the South African authorities to introduce a new capital flow management framework in terms of which all cross-border transactions will be allowed other than those that are subject to capital flow management measures or pose a high risk of illegitimate cross-border financial flows. The implementation of the proposed capital flow management system will require the introduction of specific legislation to give effect to the framework. Until then, the existing exchange control system remains in place pursuant to the South African Exchange Control Regulations, 1961, which are promulgated under the Currency and Exchanges Act, 1933, and the policies, directives and rules of the SARB (the "**South African Exchange Control Regulations**"). In April 2026, the National Treasury published draft Capital Flow Management Regulations, 2026, for public comment. The draft regulations are intended, once finalised and implemented, to replace the South African Exchange Control Regulations and modernise the framework for the regulation of cross border capital flows. However, the draft regulations have not yet been finalised or brought into force and, accordingly, the South African Exchange Control Regulations remain in full force and effect.

As at the date of this Base Prospectus, the prior written approval of the FSD (or an authorised dealer, on its behalf) is required by SBSA or SBG, as the case may be, for the issuance of each Tranche of Notes issued under the Programme. SBSA and/or SBG will, if applicable at that time, obtain the prior written approval of the FSD (or an authorised dealer, on its behalf) for the issuance of each Tranche of the Notes under the Programme. The relevant Final Terms applicable to each Tranche of Notes issued under the Programme will, if applicable at that time, be required to contain a statement that the requisite FSD approval (or approval of the authorised dealer) has been obtained for that issuance.

In addition, no South African residents and/or their offshore subsidiaries may subscribe for or purchase any Note or beneficially hold or own any Note other than in strict compliance with the South African exchange control regulations in effect from time to time.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in that country or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. It relates only to the position of Noteholders who are the absolute beneficial owners of the Notes.

South African Taxation

Withholding Tax

Under current taxation law in South Africa, all payments made under the Notes to South African tax-resident Noteholders will be made free of withholding or deduction for or on account of any taxes, duties, assessments or governmental charges in South Africa.

A withholding tax on South African sourced interest (see the section headed "*Income Tax*" below) paid to or for the benefit of a "*foreign person*" (being any person that is not a South African tax-resident) applies at a rate of 15 per cent. of the amount of interest in terms of section 50A-50H of the Income Tax Act, 1962 (the "**Income Tax Act**"). The withholding tax could be reduced by the application of relevant double taxation treaties. The legislation exempts, *inter alia*, from the withholding tax on interest any amount of interest paid by a "bank" (as defined in the Banks Act), to a foreign person. It is envisaged that this exemption would apply to the interest payments made to foreign Noteholders where SBSA is the Issuer of the Notes. The withholding tax legislation also provides an exemption for interest paid to a foreign person in respect of any debt listed on a "recognised exchange" as defined in paragraph 1 of the eighth schedule of the Income Tax Act. The Main Market of the London Stock Exchange would qualify as such an exchange, and therefore, subject to any legislative changes, the interest paid on the Notes listed on the Main Market of the London Stock Exchange will be exempt from interest withholding tax under the Income Tax Act. A foreign person will also be exempt from the withholding tax on interest if:

(a) that foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is paid; or

(b) the debt claim in respect of which that interest is paid is effectively connected with a permanent establishment of that foreign person in South Africa, if that foreign person is registered as a taxpayer in South Africa.

Foreign persons are subject to normal South African income tax on interest sourced in South Africa unless exempted under Section 10(1)(h) of the Income Tax Act (see the section headed "*Income Tax*" below).

Securities Transfer Tax ("STT")

No STT is payable on the issue or transfer of Notes (bonds) under the Securities Transfer Tax Act, No. 25 of 2007, because they do not constitute securities (as defined) for the purposes of that Act.

Value-Added Tax ("VAT")

No VAT is payable on the issue or transfer of Notes. Notes (bonds) constitute "debt securities" as defined in section 2(2)(iii) of the South African Value-Added Tax Act, No. 89 of 1991 (the "**VAT Act**"). The issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security is a financial service, which is exempt from VAT in terms of section 12(a) read together with section 2(1)(c) of the VAT Act.

Commissions, fees or similar charges raised for the facilitation, issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes (bonds) that constitute "debt securities" will however be

subject to VAT at the applicable prevailing rate, except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, may be subject to VAT at the zero rate in terms of section 11(2)(l) of the VAT Act subject to compliance with section 11(3) of the VAT Act.

Income Tax

Under current taxation law effective in South Africa a "*resident*" (as defined in section 1 of the Income Tax Act) is subject to income tax on his/her worldwide income. Accordingly, all Noteholders who are "*residents*" of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any interest earned pursuant to the Notes.

Non-residents of South Africa are subject to income tax on all income derived from a source, or deemed to be from a source, within South Africa (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

Interest income is deemed to be from a South African source if that amount:

(a) is incurred by a South African tax resident, unless the interest is attributable to a permanent establishment which is situated outside of South Africa; or

(b) is received or accrues in respect of the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of "interest-bearing arrangement".

Each Issuer is a South African tax resident and the Notes will constitute an "*interest-bearing arrangement*". Accordingly, the interest paid to the Noteholders will be from a South African source and subject to South African income tax unless such interest is exempt from income tax under section 10(1)(h) of the Income Tax Act (see below).

Under section 10(1)(h) of the Income Tax Act interest received by or accruing to a Noteholder who, or which, is not a resident of South Africa during any year of assessment is exempt from income tax, unless:

(a) that person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is received or accrued by or to that person; or

(b) the debt from which the interest arises is effectively connected to a permanent establishment of that person in South Africa.

Interest as defined in section 24J of the Income Tax Act (including the premium or discount) may qualify for the exemption under section 10(1)(h) of the Income Tax Act. If a Noteholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, exemption from, or reduction of any South African income tax liability may be available under an applicable double taxation treaty.

Purchasers are advised to consult their own professional advisers as to whether the interest income earned on the Notes will be exempt under section 10(1)(h) of the Income Tax Act or under an applicable double taxation treaty.

Under section 24J of the Income Tax Act, broadly speaking, any discount or premium to the nominal amount of a Note is treated as part of the interest income on the Note. Section 24J of the Income Tax Act deems interest income to accrue to a Noteholder on a day-to-day basis until that Noteholder disposes of the Note. The day-to-day basis accrual is determined by calculating the yield to maturity and applying this rate to the capital involved for the relevant tax period.

Section 24JB of the Income Tax Act contains specific provisions relating to the fair value taxation of financial instruments for "covered persons" (as defined in section 24JB of the Income Tax Act). Noteholders should seek advice as to whether this provision may apply to them.

Purchasers of Notes are advised to consult their own professional advisors to ascertain whether the abovementioned provisions may apply to them.

Capital Gains Tax

Capital gains and losses of residents of South Africa on the disposal of Notes are subject to capital gains tax, unless the Notes are purchased for re-sale in the short term as part of a scheme of profit making, in which case the proceeds will be subject to income tax. 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 will not be taken into account when determining any capital gain or loss. If the Notes are disposed of or redeemed prior to or on maturity, an "adjusted gain on transfer or redemption of an instrument", or an "adjusted loss on transfer or redemption of an instrument", as contemplated in section 24J of the Act, must be calculated. Any such adjusted gain or adjusted loss is deemed to have been incurred or to have accrued in the year of assessment in which the transfer or redemption occurred. The calculation of the adjusted gain or adjusted loss will take into account, inter alia, all interest which has already been deemed to accrue to the Noteholder over the term that the Note has been held by the Noteholder. Under section 24J(4A) of the Income Tax Act, where an adjusted loss on transfer or redemption of an instrument realised by a holder of a Note includes any amount representing interest that has previously been included in the income of the holder, that amount will qualify as a deduction from the income of the holder during the year of assessment in which the transfer or redemption takes place and will not give rise to a capital loss.

Capital gains tax under the Eighth Schedule to the Income Tax Act will not be levied in relation to Notes disposed of by a person who is not a resident of South Africa unless the Notes disposed of are attributable to a permanent establishment of that person in South Africa.

To the extent that a Noteholder constitutes a "covered person" (as defined in section 24JB of the Income Tax Act) and section 24JB applies to the Notes, the Noteholder will be taxed in accordance with the provisions of section 24JB of the Act and the capital gains tax provisions would not apply.

Purchasers are advised to consult their own professional advisers as to whether a disposal of Notes will result in capital gains tax consequences.

Definition of Interest

The references to "interest" above mean "interest" as understood in South African tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the applicable Conditions or any related documentation.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. Each Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including South Africa) have entered into, or have agreed in substance to, intergovernmental agreements with the U.S. to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining passthru payments are published in the U.S. Federal Register and 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 on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are published generally would be "grandfathered" for purposes of FATCA withholding unless

materially modified after such date. However, if additional notes that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, the relevant Issuer will not be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Barclays Bank PLC, BNP PARIBAS, Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, ICBC International Securities Limited, ING Bank N.V., J.P. Morgan Securities plc, Merrill Lynch International, Mizuho International plc, NatWest Markets Plc, Standard Chartered Bank, SMBC Bank International plc, The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division) and UBS AG London Branch (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by any Issuer to, and purchased by, Dealers are set out in an Amended and Restated Dealer Agreement dated 30 September 2026 (the "**Dealer Agreement**") and made between the Issuers and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

The Dealers are entitled in certain circumstances to be released and discharged from their obligations under the Dealer Agreement prior to the closing of the issue of the relevant Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the relevant Issue Date. In this situation, the issuance of the relevant Notes may not be completed. Investors will have no rights against the relevant Issuer or Dealers in respect of any expense incurred or loss suffered in these circumstances.

Certain of the Dealers and their respective affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may have engaged in transactions with any Issuer in the ordinary course of their banking business and may have performed various investment banking, financial advisory and other services for any Issuer, for which they receive customary fees, and certain of the Dealers and their respective affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may provide such services in the future.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of any Issuer or its affiliates. Certain of the Dealers or their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) that have a lending relationship with any Issuer routinely hedge their credit exposure to such Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

United States of America

Regulation S Category 2 TEFRA D, unless TEFRA C is specified as applicable in the relevant Final Terms.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer and its affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II, as amended or superseded; or

(iii) not a qualified investor as defined in Article 2 of the EU Prospectus Regulation; and

(b) the expression an "**offer**" includes 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 for the Notes.

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

(a) the expression **retail investor** means a person who is either one (or both) of the following:

(i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or

(ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

(b) the expression "**offer**" includes 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 buy or subscribe for the Notes.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented, warranted and agreed, and each new Dealer appointed under the Programme will be required to represent, warrant and agree, that:

No deposit taking: in relation to any Notes having 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:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(B) 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 the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

Financial promotion: 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 does not apply to the relevant Issuer; and

General compliance: it has complied 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.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**"). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan.

South Africa

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not and will not offer or solicit any offers for sale or subscription or sell any Notes in South Africa, in each case, except in accordance with the South African Exchange Control Regulations, the Companies Act, the Banks Act and any other applicable laws and regulations of South Africa in force from time to time. In particular, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not 1) make an "*offer to the public*" (as such expression is defined in the Companies Act, and which expression includes any section of the public), whether for subscription, purchase or sale in South Africa or 2) offer Notes for subscription, or otherwise sell any Notes, to any person who, or which, is a Resident (as defined in the South African Exchange Control Regulations) other than in compliance with the South African Exchange Control Regulations in effect from time to time, and, without prejudice to the foregoing, that it will take all reasonable measures available to it to ensure that no Note will be purchased by, or sold to, or beneficially held or owned by, any Resident (as defined in the South African Exchange Control Regulations) other than in compliance with the South African Exchange Control Regulations in effect from time to time.

This Base Prospectus does not, nor is it intended to, constitute a prospectus prepared and registered under the Companies Act.

Information made available in this Base Prospectus should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**")) other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused any Notes to be made the subject of an invitation for subscription or purchase and it will not offer or sell any Notes or cause any Notes to be made the subject of an invitation for subscription or purchase, and it has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuers have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in any Notes. Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**"), unless under an exemption from the duty to publish a prospectus (as provided by FinSA). No application has been or will be made to admit the Notes to trading on any trading venue (SIX Swiss Exchange Ltd. ("**SIX**") or on any other exchange or any multilateral trading facility) in Switzerland.

Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to FinSA or pursuant to the listing rules of SIX or any other trading venue in Switzerland.

Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland. No Key Information Document according to FinSA or any document deemed equivalent under FinSA has been prepared in relation to the Notes.

The People's Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes will not be offered or sold directly or indirectly within the PRC. This Base Prospectus, the Notes and any material or information contained or incorporated by reference herein in relation to the Notes have not been, and will not be, submitted to or approved/verified by or registered with the China Securities Regulatory Commission ("**CSRC**") or other relevant governmental and regulatory authorities in the PRC pursuant to relevant laws and regulations and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. Neither this Base Prospectus nor any material or information contained or incorporated by reference herein constitutes an offer to sell or the solicitation of an offer to buy any securities in the PRC.

The Notes may only be invested by or sold to PRC investors that are authorised to engage in the investment in the Notes of the type being offered or sold. PRC investors are responsible for obtaining all relevant government regulatory approvals/licences, verification and/or registrations themselves, including, but not limited to, any which may be required from the State Administration of Foreign Exchange, CSRC, the National Financial Regulatory Administration and other relevant regulatory bodies, and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

General

Each Dealer has represented, warranted and agreed that it has, to the best of its knowledge and belief, complied and will comply with all applicable securities laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuers and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuers. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or, in any other cases, in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

1. The establishment of the Programme was authorised by written resolutions of the Board of Directors of SBSA passed on 6 July 2007. The update of the Programme was authorised on 28 August 2026 by David Wayne Preston Hodnett, in his capacity as the Chief Executive Officer of SBSA (the "**SBSA CEO**"), in accordance with the powers and authority delegated to the SBSA CEO by the Board of Directors of SBSA pursuant to a resolution passed by the Board of Directors of SBSA on 24 November 2022. SBSA has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

   The update of the Programme was authorised on 28 August 2026 by Simpiwe Kenneth Tshabalala, in his capacity as the Chief Executive Officer of SBG (the "**SBG CEO**"), in accordance with the powers and authority delegated to the SBG CEO by the Board of Directors of SBG pursuant to a resolution passed by the Board of Directors of SBG on 24 November 2022. SBG has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Significant/Material Change

2.

   (a) There has been no material adverse change in the prospects of SBG or SBG and its Subsidiaries (taken as a whole) since 31 December 2025, nor any significant change in the financial performance or the financial position of SBG or SBG and its Subsidiaries (taken as a whole), since 30 June 2026.

   (b) There has been no material adverse change in the prospects of SBSA or SBSA and its Subsidiaries (taken as a whole) since 31 December 2025, nor any significant change in the financial performance or the financial position of SBSA or SBSA and its Subsidiaries (taken as a whole), since 30 June 2026.

Auditors

3. The financial statements of each Issuer have been audited without qualification for the years ended 31 December 2025 and 31 December 2024 by Ernst & Young Incorporated whose address is 102 Rivonia Road, Johannesburg, 2196, South Africa and PricewaterhouseCoopers Inc. whose address is 4 Lisbon Lane, Waterfall City, Jukskei View 2090, South Africa.

   Since 8 June 2026, Pricewaterhouse Coopers Inc. are no longer auditors of the Issuers.

   Each Issuer's auditors are members of the Independent Regulatory Board for Auditors, whose address is Building 2, Greenstone Hill Office Park, Emerland Boulevard, Modderfontein, South Africa.

Approvals

4. As at the date of this Base Prospectus, the prior written approval of the FSD (or an authorised dealer, on its behalf) will be obtained by SBSA or SBG, as the case may be, for the issue of each Tranche of Notes under the Programme.

Documents on Display

5. Copies of the following documents may be inspected during normal business hours at the specified offices of the Fiscal Agent and from the registered office of each Issuer for 12 months from the date of this Base Prospectus. In addition, the documents listed at (a), (b), (c), (d), (h)

and (i) below will be available for inspection for 12 months from the date of this Base Prospectus at www.standardbank.com/sbg/standard-bank-group/investor-relations/debt-investors:

(a) the certificate of incorporation and memorandum of incorporation of each Issuer;

(b) the annual financial statements of SBSA for the years ended 31 December 2025 and 31 December 2024;

(c) the annual financial statements of SBG for the years ended 31 December 2025 and 31 December 2024;

(d) the interim financial statements of SBG for the six months ended 30 June 2026;

(e) the Agency Agreement;

(f) The Deeds of Covenant;

(g) the programme manual (which contains the forms of the Note Certificates in global and individual form) dated 30 September 2026 and signed for the purposes of identification by the Issuers and the Fiscal Agent;

(h) a copy of this Base Prospectus; and

(i) any future prospectuses and supplements including Final Terms (save for a Final Terms relating to Notes which are either (i) admitted to trading on a regulated market in the EEA or the UK in circumstances where a prospectus is not required to be published under the EU Prospectus Regulation or the PRM, as applicable, or (ii) offered in the EEA in circumstances where a prospectus is not required to be published under the EU Prospectus Regulation) to this Base Prospectus.

Clearing of the Notes

6. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The Legal Entity Identifier for SBSA is QFC8ZCW3Q5PRXU1XTM60.

The Legal Entity Identifier for SBG is 2549003PEZXUT7MDBU41.

Use of Proceeds

7. The net proceeds of the issue of each Tranche of Notes will be applied by the relevant Issuer for its general corporate purposes. Notes may be issued as Green Bonds, Social Bonds or Sustainability Bonds. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

Post Issuance Information

8. Other than in relation to Green Bonds, the Issuers do not intend to provide any post issuance information in relation to any Note issues.

Dealers transacting with the Issuers

9. Certain of the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) have engaged, and may in the future engage, in investment banking and/or

commercial banking transactions with, and may perform services for any Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the relevant Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of any Issuer or its affiliates. Certain of the Dealers or their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) that have a lending relationship with any Issuer routinely hedge their credit exposure to such Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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LEGAL ADVISERS

To the Issuers as to English law:

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To the Issuers as to South African law:

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To the Dealers as to English law:

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To the Dealers as to South African law:

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JOINT INDEPENDENT AUDITORS TO THE ISSUERS FOR THE AUDIT OF THE ANNUAL FINANCIAL STATEMENTS INCORPORATED BY REFERENCE

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