



LETSHEGO HOLDINGS LIMITED

(Incorporated in the Republic of Botswana with limited liability under registration number Co 98/442)

ZAR2,500,000,000

BWP2,500,000,000

Medium Term Note Programme

On 13 July 2011, Letshego Holdings Limited (the "**Issuer**") established a ZAR2,500,000,000 and BWP2,500,000,000 Medium Term Note Programme (the "**Programme**") pursuant to a programme memorandum dated 13 July 2011 which was subsequently amended and restated on 29 November 2012 (together the "**Previous Programme Memoranda**"). This amended and restated Programme Memorandum will apply to all Notes (as defined herein) issued under the Programme after the Programme Date (as defined herein) and will in respect of such Notes, supersede and replace the Previous Programme Memoranda in their entirety.

Under this Programme Memorandum, the Issuer may from time to time issue notes (the "**Notes**"), which expression shall include Senior Notes and Subordinated Notes (each as defined herein) denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined herein) and further subject to all Applicable Laws (as defined herein) and, in the case of Notes listed on the Interest Rate Market of the JSE (as defined herein), the BSE (as defined herein) or such other Financial Exchange(s) (as defined herein) as may be determined by the Issuer and the relevant authority, the Debt Listings Requirements (as defined herein) of the JSE Limited (the "**JSE**"), the Listings Requirements of the BSE or such other Financial Exchange(s), that are subject to the terms and conditions (the "**Terms and Conditions**") contained in this Programme Memorandum. Any other terms and conditions not contained in the Terms and Conditions that are applicable to any Notes, replacing or modifying the Terms and Conditions, will be set forth in a pricing supplement (the "**Applicable Pricing Supplement**").

Capitalised terms used in this Programme Memorandum are defined in the section of this Programme Memorandum headed "*Terms and Conditions of the Notes*", unless separately defined, and/or in relation to a Tranche of Notes, in the Applicable Pricing Supplement.

As at the Programme Date, the Programme Amount is ZAR2,500,000,000 and BWP2,500,000,000, respectively. This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed ZAR2,500,000,000 in respect of the SA Notes and BWP2,500,000,000 in respect of the BW Notes (or the equivalent in any other currencies) (including respective Notes issued under the Programme pursuant to the Previous Programme Memoranda), unless such amount is increased by the Issuer as described more fully in the section of this Programme Memorandum headed "*General Description of the Programme*".

Fedrox (Proprietary) Limited (the "**Debt Guarantor**") has irrevocably and unconditionally guaranteed to the SA Trustee and the BW Secured Notes Trustee, the full, prompt and complete payment of the obligations of the Issuer in respect of the SA Secured Notes and the BW Secured Notes, respectively, unless otherwise set out in the Applicable Pricing Supplement. See the sections headed "*Terms and Conditions of the Guarantee in respect of the SA Trustee*" and "*Terms and Conditions of the Guarantee in respect of the BW Secured Notes Trustee*".

The Notes may comprise, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes and/or such combination of the foregoing Notes and/or such other type of Notes as may be determined by the Issuer and the relevant Dealer(s) and specified in the Applicable Pricing Supplement. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

This Programme Memorandum has been registered with the JSE and the BSE. A Tranche of Notes may be listed on the Interest Rate Market of the JSE, the BSE or on such other Financial Exchange(s) as may be determined by the Issuer, subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme subject to the Applicable Laws. In respect of SA Notes, claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of SA Notes listed on the Interest Rate Market of the JSE in accordance with the rules of the JSE Debt Guarantee Fund Trust. The holders of the SA Notes that are not listed on the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust, as the case may be. Unlisted Notes are not regulated by the JSE or the BSE.

A copy of the Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the Interest Rate Market of the JSE or the BSE, as the case may be, will be delivered to the JSE or the BSE, as the case may be, and the Relevant CSD, before the Issue Date, and the Notes in that Tranche may be traded by or through members of the JSE or the BSE, as the case may be, from the date on which the Notes are listed on the Interest Rate Market of the JSE or the BSE, as the case may be, in accordance with the Applicable Procedures. The settlement of trades on the JSE or the BSE, as the case may be, will take place in accordance with the electronic settlement procedures of the JSE or the BSE, as the case may be, and the Relevant CSD. The placement of a Tranche of unlisted Notes may, subject to Applicable Laws (at the sole discretion of the Issuer) be reported through the JSE or the BSE, as the case may be, reporting system, in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE or the BSE, as the case may be, and the Relevant CSD for all trades done through the JSE or the BSE, as the case may be. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the JSE and the BSE) will be specified in the Applicable Pricing Supplement.

The Notes may be issued on a continuing basis and be placed by one or more of the Dealers specified under the section headed "*Summary of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis. References in this Programme Memorandum to the "**relevant Dealer**" shall, in the case of Notes being (or intended to be) placed by more than one Dealer, be to all Dealers agreeing to place such Notes.

See section headed "*Investor Considerations/Risk Factors*" which is incorporated by reference in this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") for a discussion on certain risk factors that should be carefully considered by prospective investors in connection with any investment in the Notes.

Arranger and Dealer
FirstRand Bank Limited,
acting through its Rand Merchant Bank division

JSE Debt Sponsor
The Standard Bank of South Africa Limited,
acting through its Corporate and Investment Banking division

BSE Sponsoring Broker
African Alliance Botswana Securities Limited

GENERAL

Capitalised terms used in this section headed "General" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Programme Memorandum which would make any statement false or misleading, that all reasonable enquiries to ascertain such facts have been made and that this Programme Memorandum contains all information required by law and the Debt Listings Requirements of the JSE and by the Listings Requirements of the BSE. The Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum, the annual financial statements, the annual reports, the constitutional documents of the Issuer, the agreements in relation to the security structure including the security sharing agreement, the Applicable Pricing Supplement(s) of the Issuer, and all documents incorporated by reference and any amendments or supplements to the aforementioned documents except as otherwise stated therein (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). This Programme Memorandum has been drawn up in compliance with the BW Companies Act and in accordance with the regulations and requirements of the BSE.

The JSE takes no responsibility for the contents of this Programme Memorandum, the annual financial statements, the annual reports and the Applicable Pricing Supplement(s) of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of this Programme Memorandum, the annual financial statements, the annual reports and the Applicable Pricing Supplement(s) of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of this Programme Memorandum and listing of the Notes is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

The Issuer, having made all reasonable enquiries, confirms that this Programme Memorandum contains or incorporates all information which is material in the context of the issue and the offering of Notes, that the information contained or incorporated in this Programme Memorandum is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts, the omission of which would make this Programme Memorandum or any such information or expression of any such opinions or intentions misleading in any material respect.

This Programme Memorandum is to be read and construed with any amendment or supplement thereto and in conjunction with any other documents which are deemed to be incorporated herein by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") and, in relation to any Tranche (as defined herein) of Notes, should be read and construed together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that such documents are incorporated into and form part of this Programme Memorandum.

The Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, or any of their respective affiliates, other professional advisers named herein and the BSE have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers or the BSE as to the accuracy or completeness of the information contained in or incorporated by reference into this Programme Memorandum or any other information provided by the Issuer. The Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers and the BSE do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

No person has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Programme Memorandum or any other document entered into in relation to the Programme or any other information supplied by the Issuer in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE

Sponsoring Broker or other professional advisers.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers and the BSE that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme should subscribe for, or purchase, any Notes.

Each person contemplating the subscription for, or purchase of, any Notes should determine for itself the relevance of the information contained in this Programme Memorandum and should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and its subscription for, or purchase of, Notes should be based upon any such investigation as it deems necessary. Neither this Programme Memorandum nor any Applicable Pricing Supplement nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer, the Arranger, any of the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker or the BSE to any person to subscribe for or to purchase any Notes in any jurisdiction where it is unlawful to make such an offer or invitation.

Neither the delivery of this Programme Memorandum nor any Applicable Pricing Supplement nor the offering, sale or delivery of any Note shall at any time imply that the information contained herein is correct at any time subsequent to the date hereof or that any other financial statements or other information supplied in connection with the Programme is correct at any time subsequent to the date indicated in the document containing the same. The Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers and the BSE expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements, if any, of the Issuer, when deciding whether or not to subscribe for, or purchase, any Notes.

Neither this Programme Memorandum nor any Applicable Pricing Supplement constitutes an offer to sell or the solicitation of an offer to buy or an invitation by the Issuer to subscribe for or purchase any Notes. The distribution of this Programme Memorandum and any Applicable Pricing Supplement and the issue, sale or offer of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Programme Memorandum or any Applicable Pricing Supplement or any Notes come are required by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers and the BSE to inform themselves about, and observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Programme Memorandum or any Applicable Pricing Supplement and other offering material relating to the Notes, see the section headed "*Subscription and Sale*".

None of the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers nor the BSE represents that this Programme Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, the BSE Sponsoring Broker, other professional advisers or the BSE which would permit a public offering of any Notes or distribution of this Programme Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations. The Dealer(s) have represented that all offers and sales by them will be made on the same terms.

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

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer, if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any person acting for the Stabilising Manager) may, only if such stabilising is permitted by the Debt Listings Requirements of the JSE or the Listings Requirements of the BSE, as the case may be, and approved by the JSE or the BSE, as the case may be, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a

limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

TABLE OF CONTENTS

	Page
DOCUMENTS INCORPORATED BY REFERENCE	6
GENERAL DESCRIPTION OF THE PROGRAMME	8
SUMMARY OF THE PROGRAMME	9
INVESTOR CONSIDERATIONS/RISK FACTORS	19
FORM OF THE NOTES	20
<i>PRO FORMA</i> APPLICABLE PRICING SUPPLEMENT	22
TERMS AND CONDITIONS OF THE NOTES	31
USE OF PROCEEDS	73
TERMS AND CONDITIONS OF THE GUARANTEE IN RESPECT OF THE SA TRUSTEE	74
TERMS AND CONDITIONS OF THE GUARANTEE IN RESPECT OF THE BW SECURED NOTES TRUSTEE	84
DESCRIPTION OF SECURITY ARRANGEMENTS	94
DESCRIPTION OF LETSHEGO HOLDINGS LIMITED	96
DESCRIPTION OF LETSHEGO SENIOR NOTES TRUSTS	97
DESCRIPTION OF DEBT GUARANTOR	98
SETTLEMENT, CLEARING AND TRANSFER OF NOTES	99
SUBSCRIPTION AND SALE	101
TAXATION	104
EXCHANGE CONTROL	108
GENERAL INFORMATION	110

DOCUMENTS INCORPORATED BY REFERENCE

Capitalised terms used in this section headed "Documents Incorporated by Reference" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or it is clearly inappropriate from the context.

The following documents shall be deemed to be incorporated in, and to form part of, this Programme Memorandum:

- (a) all amendments, restatements and/or supplements to this Programme Memorandum prepared by the Issuer from time to time;
- (b) the Guarantee executed by the Debt Guarantor in respect of the SA Trustee and all amendments, restatements and/or supplements thereto;
- (c) the Guarantee executed by the Debt Guarantor in respect of the BW Secured Notes Trustee and all amendments, restatements and/or supplements thereto;
- (d) in respect of the BW Unsecured Notes, the BW Unsecured Notes Trust Deed, as amended, restated and/or supplemented, made between the Issuer and the BW Unsecured Notes Trustee;
- (e) in respect of the BW Secured Notes, the BW Secured Notes Trust Deed, as amended, restated and/or supplemented, made between the Issuer and the BW Secured Notes Trustee;
- (f) in respect of the SA Notes, the SA Trust Deed, as amended, restated and/or supplemented, made between the Issuer and the SA Trustee;
- (g) as at the Programme Date, the published audited annual financial statements of the Issuer, for 3 (three) financial years prior to the Programme Date and in respect of all financial years after the Programme Date, as and when such audited annual financial statements become available;
- (h) as at the Programme Date, the published integrated annual report (incorporating its audited annual financial statements, together with reports and the notes thereto) of the Issuer and attached to or intended to be read with such financial statements of the Issuer for its 3 (three) financial years prior to the Programme Date and in respect of all financial years after the Programme Date, as and when such published annual report becomes available;
- (i) as at the Programme Date, the unaudited interim financial statements of the Issuer, together with such statements, reports and notes attached to or intended to be read with such unaudited interim financial statements, for the period ended 30 June 2018 and the unaudited interim financial statements, and notes thereto, in respect of further financial years, as and when such unaudited interim financial statements become available;
- (j) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (k) as at the Programme Date, the information statement dated 9 October 2019, containing:
 - (i) information pertaining to the business description of the Issuer;
 - (ii) information relating to risk factors associated with an investment in the Notes, including, but not limited to, risk factors specific to the Issuer,together with any future information statement, as and when such information statement becomes available (the **Information Statement**);
- (l) as at the Programme Date, consent letters from:
 - (i) PricewaterhouseCoopers, as Auditors to the Issuer and Transfer Agents in relation to the BW Notes;
 - (ii) African Alliance Botswana Securities Limited, as BSE Sponsoring Broker;
 - (iii) Armstrongs Attorneys, as legal advisers to the Issuer, Arranger and Dealer as to Botswana law;
 - (iv) The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking Division, as JSE Debt Sponsor;

- (v) Computershare Investor Services Proprietary Limited, as Transfer Agent; and
 - (vi) Bowman Gilfillan Incorporated, as legal advisers to the Issuer, Arranger and Dealer as to South African law;
- (m) in respect of SA Notes, all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which will be electronically submitted through the South African Stock Exchange News Service (“**SENS**”) or similar service established by the JSE, to SENS subscribers, if required,

save that any statement contained in this Programme Memorandum or in any of the documents incorporated by reference in and forming part of this Programme Memorandum shall be deemed to be modified or superseded for the purpose of this Programme Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will, for as long as the Programme Memorandum remains registered with the JSE, will provide at its registered office as set out at the end of this Programme Memorandum, without charge, to any person, upon request of such Person, a copy of all of the documents which are incorporated herein by reference, including its constitutional documents, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided, including the most recently obtained beneficial disclosure report made available by the relevant Participant to the SA CSD. Requests for such documents should be directed to the Issuer and to the relevant Transfer Agent at their respective registered offices as set out at the end of this Programme Memorandum and/or the Applicable Pricing Supplement. In addition, the constitutive documents of the Issuer will be available at the respective registered offices of the relevant Transfer Agents as set out at the end of this Programme Memorandum.

The Programme Memorandum, any amendments and/or supplements thereto, and the documents referred to in paragraphs (a) and (g) to (k) above will be available on the Issuer’s website, <https://www.letshego.com/investor-publication-types/bond-programme>. In addition, this Programme Memorandum, any amendments and/or supplements thereto, and the Applicable Pricing Supplement relating to any issue of listed SA Notes will be filed with the JSE which will publish such documents on its website at <http://www.jse.co.za>. This Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Arranger and the Dealers to any person in any jurisdiction to subscribe for or purchase any Notes.

The Issuer will, for so long as the Programme Memorandum remains registered with the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, if:

- (i) a change in the condition (financial or trading position) of the Issuer has occurred which is material in the context of the Notes so listed and the Issuer’s payment obligations thereunder; or
- (ii) an event has occurred which affects any matter contained in this Programme Memorandum, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or
- (iii) any of the information contained in this Programme Memorandum becomes outdated in a material respect; or
- (iv) this Programme Memorandum no longer contains all the materially correct information required by the Applicable Procedures,

provided that, in the circumstances set out in paragraphs (iii) and (iv) above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer’s audited annual financial statements if such audited annual financial statements are incorporated by reference into this Programme Memorandum and submitted to the JSE and the BSE.

GENERAL DESCRIPTION OF THE PROGRAMME

Capitalised terms used in this section headed "General Description of the Programme" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Issuer may from time to time issue one or more Tranches of Notes under the Programme, pursuant to this Programme Memorandum, provided that the aggregate Outstanding Nominal Amount of all of the Notes issued under the Programme (including Notes issued under the Programme pursuant to all the Previous Programme Memoranda) from time to time does not exceed the Programme Amount.

A Tranche of Notes may be listed on the JSE, the BSE or on such other Financial Exchange(s) as may be determined by the Issuer, subject to Applicable Laws. Unlisted Notes may also be issued under the Programme subject to Applicable Laws. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange. If the Issuer issues a Tranche of unlisted Notes or a Tranche of Notes is listed on any Financial Exchange other than (or in addition to) the JSE and/or the BSE, the Issuer will, by no later than the last day of the month of issue of that Tranche of Notes, inform the JSE and the BSE in writing of the aggregate Nominal Amount and the Maturity Date (if any) of that Tranche of Notes.

This Programme Memorandum and any supplement thereto will only be valid for the issue of Notes in an aggregate Nominal Amount which, when added to the aggregate Nominal Amount then Outstanding of all the Notes previously or simultaneously issued under the Programme (including Notes issued under the Programme pursuant to the Previous Programme Memoranda), does not exceed the Programme Amount or its equivalent in other currencies. For the purpose of calculating the ZAR or the BWP equivalent, as the case may be, of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the ZAR or BWP equivalent, as the case may be, of the Notes denominated in another Specified Currency (as specified in the Applicable Pricing Supplement) shall be determined as of the date of issue of such Notes (the "**Agreement Date**") on the basis of the spot rate for the sale of the ZAR or BWP, as the case may be, against the purchase of such Specified Currency in the South African or Botswana foreign exchange market, as the case may be, quoted by any leading bank selected by the Issuer on the Agreement Date (the "**Conversion Rate**") and in respect of:

- (i) Zero Coupon Notes and other Notes, the Conversion Rate shall be applied to the Nominal Amount for the relevant issue; and
- (ii) Partly-Paid Notes and Index-Linked Notes, the Conversion Rate shall be applied to the Nominal Amount regardless of the amount paid up on such Notes.

From time to time the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, all Applicable Laws and the Programme Agreement (as defined in the section headed "*Subscription and Sale*"), the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering a notice thereof to the Noteholders in accordance with Condition 18 (*Notices*), and to the Arranger, the Dealer(s), the JSE and the BSE. Upon such notice being given to the Noteholders and the conditions set out in the Programme Agreement to the exercise of this right having been met, all references in this Programme Memorandum (and each agreement, deed or document relating to the Programme and/or this Programme Memorandum) to the Programme Amount will be, and will be deemed to be, references to the increased Programme Amount set out in such notice.

This Programme Memorandum will only apply to Outstanding Notes issued under the Programme on or after the Programme Date.

A summary of the Programme and the Terms and Conditions appears below.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Programme Memorandum and, in relation to the Terms and Conditions of any particular Tranche of Notes, the Applicable Pricing Supplement. Words and expressions defined in the Terms and Conditions shall have the same meanings in this summary.

PARTIES

Issuer	Letshego Holdings Limited (registration number Co 98/442), a company with limited liability duly incorporated on 4 March 1998 in accordance with the company laws of Botswana.
Debt Guarantor	In respect of the SA Secured Notes and the BW Secured Notes, respectively, Fedrox Proprietary Limited (registration number Co 2012/8278), a company with limited liability duly incorporated in accordance with the company laws of Botswana.
Arranger	FirstRand Bank Limited, acting through its Rand Merchant Bank division (registration number 1929/001225/06) (" RMB "), a company with limited liability duly incorporated in accordance with the laws of South Africa.
Dealer(s)	RMB and/or any additional Dealer appointed under the Programme by the Issuer from time to time, which appointment may be for a specific issue or on an ongoing basis.
Transfer Agent	(a) In respect of SA Notes, Computershare; or (b) in respect of BW Notes, PWC, or such other entity appointed by the Issuer as the relevant Transfer Agent, in which event that other entity will act as Transfer Agent, as specified in the Applicable Pricing Supplement.
Paying Agent	(a) In respect of SA Notes, FNB; or (b) in respect of BW Notes, the Issuer, or such other entity appointed by the Issuer as the relevant Paying Agent, in which event that other entity will act as Paying Agent, as specified in the Applicable Pricing Supplement.
Calculation Agent	The Issuer, or such other entity appointed by the Issuer as Calculation Agent, in which event that other entity will act as Calculation Agent, as specified in the Applicable Pricing Supplement.
Issuer Agent	RMB or such other entity appointed by the Issuer as Issuer Agent pursuant to the debt instrument solution system of the CSD, in which event that other entity will act as Issuer Agent.
JSE Debt Sponsor	In respect of SA Notes, The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division (registration number 1962/000738/06) or such other entity appointed by Issuer from time to time as JSE Debt Sponsor in which event that other entity will act as JSE Debt Sponsor, as specified in the Applicable Pricing Supplement.
BSE Sponsoring Broker	In respect of BW Notes, African Alliance Botswana

Securities Limited or such entity appointed by the Issuer from time to time as BSE Sponsoring Broker in which event such entity will act as BSE Sponsoring Broker, as specified in the Applicable Pricing Supplement.

SA Trustee

In respect of SA Secured Notes, TMF Corporate Services (South Africa) (Pty) Ltd (previously known as GMG Trust Company (SA) (Pty) Ltd) or such other trustee appointed by the Issuer from time to time as the trustee for Noteholders of SA Secured Notes pursuant to the SA Trust Deed made between the Issuer and the SA Trustee.

BW Trustees

In respect of BW Notes, and in compliance with best practice in Botswana as set forth in section 115 of the BW Companies Act, the Issuer has appointed:

- (a) in respect of the BW Unsecured Notes, Mr Robert Vinen as the trustee for Noteholders of BW Unsecured Notes pursuant to the BW Unsecured Notes Trust Deed made between the Issuer and the BW Unsecured Notes Trustee; and
- (b) in respect of the BW Secured Notes, Mr Robert Vinen as the trustee for Noteholders of BW Secured Notes pursuant to the BW Secure Notes Trust Deed made between the Issuer and the BW Secured Notes Trustee.

CSD

- (a) In respect of SA Notes, Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited liability duly incorporated in accordance with the laws of South Africa, registered as a central securities depository in terms of the SA Financial Markets Act; or
- (b) in respect of BW Notes, the Central Securities Depository Botswana Limited (“**CSDB**”), a company with limited liability duly incorporated in accordance with the laws of Botswana, and operates as a central depository to the BSE,

or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the relevant Dealer(s).

JSE

The JSE Limited (registration number 2005/022939/06), a company with limited liability duly incorporated in accordance with the laws of South Africa and a licensed financial exchange in terms of the SA Financial Markets Act or any exchange which operates as a successor exchange to the JSE.

BSE

The Botswana Stock Exchange Limited (registration number CO 2018/14914), registered in terms of the Companies Act Cap 42:01 of the Laws of the Republic of Botswana or any exchange which operates as successor exchange to the BSE.

GENERAL

Blocked Rand

Blocked Rand may be used to subscribe for, or purchase, Notes, subject to the SA Exchange Control Regulations.

Clearing and Settlement

Each Tranche of Notes which is held in the Relevant CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement

system of such CSD. Each Tranche of Notes which is held in the Relevant CSD will be cleared by relevant Participants who will follow the electronic settlement procedures prescribed by the JSE or BSE (as the case may be) and the Relevant CSD (see the section of this Programme Memorandum headed "*Settlement, Clearing and Transfers of Notes*").

Cross-Default

The terms of the Senior Notes will contain a cross-default provision relating to Indebtedness for money borrowed having an aggregate Outstanding amount equal to or greater than ZAR100,000,000 (or its equivalent in any other currency or currencies), or any guarantee of or indemnity in respect of any such indebtedness as further described in Condition 16.1.3 (*Events of Default – Senior Notes – Cross Default*) unless otherwise set out in the Applicable Pricing Supplement.

Debt Listings Requirements

The debt listings requirements of the JSE pursuant to the provisions of the Financial Markets Act for the listing of debt securities on the JSE, as amended from time to time.

Denomination

Notes will be issued in such denominations as may be agreed by the Issuer and the relevant Dealer(s) and as indicated in the Applicable Pricing Supplement, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the central bank or regulator or any laws or regulations applicable to the Notes.

Description of Programme

Letshego Holdings Limited ZAR2,500,000,000 and BWP2,500,000,000 Medium Term Note Programme.

Distribution

Notes may be distributed by way of public or private placement, auction, or bookbuild or any other means permitted under South African law or Botswana Law, as the case may be, and in each case on a syndicated or non-syndicated basis as may be determined by the Issuer and the relevant Dealer(s) and reflected in the Applicable Pricing Supplement.

Form of Notes

Each Tranche of Notes which is listed on the JSE or the BSE, as the case may be, and each Tranche of unlisted Notes may be issued in uncertificated form in which case the Notes will be held in the Relevant CSD. The holder of a Beneficial Interest may exchange such Beneficial Interest for Notes in certificated form represented by an Individual Certificate (see the section of this Programme Memorandum headed "*Form of the Notes*").

Governing Law

The Terms and Conditions of the SA Notes are governed by, and will be construed in accordance with, the laws of South Africa in force from time to time and the Terms and Conditions of the BW Notes are governed by, and will be construed in accordance with, the laws of Botswana, in force from time to time, unless otherwise set out in the Applicable Pricing Supplement.

Guarantee(s)

(a) the debt guarantee dated on or about 29 November 2012, as amended, restated or supplemented from time to time, granted in favour of the SA Trustee, under which the Debt Guarantor has irrevocably, unconditionally guaranteed the obligations which the Issuer may now have or have incurred or in the future

may incur to the holders of the SA Secured Notes; and

(b) the debt guarantee dated on or about 29 November 2012, as amended, restated or supplemented from time to time, granted in favour of the BW Secured Notes Trustee, under which the Debt Guarantor has irrevocably, unconditionally guaranteed the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the BW Secured Notes;

(c) unless otherwise set out in the Applicable Pricing Supplement.

Interest

Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked, and the method of calculating interest will be specified in the Applicable Pricing Supplement.

Interest Period(s)/Interest Payment Date(s)

The Interest Rate, Interest Payment Date(s) and Interest Period(s), if any, applicable to a Tranche of Notes will be specified in the Applicable Pricing Supplement.

Issue and Transfer Taxes

As at the Programme Date, no securities transfer tax or any similar tax is payable in respect of the issue, transfer or redemption of the SA Notes or BW Notes, as the case may be, (see the section of this Programme Memorandum headed "*Taxation*"). Any future transfer duties and/or taxes that may be introduced in respect of (or may be applicable to) the transfer of SA Notes or BW Notes, as the case may be, will be for the account of Noteholders.

Issue Price

Notes may be issued on a fully paid or a partly paid basis and at their Nominal Amount or at a discount or premium to their Nominal Amount as specified in the Applicable Pricing Supplement.

Listing

This Programme Memorandum has been registered by with JSE and the BSE. Notes issued under the Programme may be listed on the Interest Rate Market of the JSE, the BSE or on such other Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme subject to all Applicable Laws. Unlisted Notes are not regulated by the JSE or the BSE, as the case may be. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange(s).

Listings Requirements

The listings requirements of the BSE pursuant to the provisions of the BSE Act as read with the Securities Act for the listing of debt securities on the BSE, as amended from time to time

Maturities of Notes

Such maturity(ies) as specified in the Applicable Pricing Supplement. The Notes are not subject to any minimum or maximum maturity.

Notes

Notes may comprise:

Fixed Rate Notes

Fixed Rate of Interest will be payable in arrears on such date or dates as may be agreed between the Issuer and the Dealer(s), as indicated in the Applicable

	Pricing Supplement, and will be calculated on the basis of such Day Count Fraction as may be specified in the Applicable Pricing Supplement.
Floating Rate Notes	<p>Floating Rate Notes will bear interest calculated at a rate determined in accordance with the provisions of Condition 8.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>) and as indicated in the Applicable Pricing Supplement.</p> <p>The Margin (if any) relating to such Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Notes, as indicated in the Applicable Pricing Supplement.</p> <p>Floating Rate Notes may also have a maximum Interest Rate, a minimum Interest Rate or both, as indicated in the Applicable Pricing Supplement.</p> <p>The Interest Period for Floating Rate Notes will be as indicated in the Applicable Pricing Supplement.</p>
Zero Coupon Notes	Zero Coupon Notes will be issued at a discount to their Nominal Amount and will not bear interest (except in the case of late payment as specified).
Index-Linked Notes	Payments (whether in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes and whether at maturity or otherwise) will be calculated by reference to such index and/or formula as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.
Dual Currency Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.
Mixed Rate Notes	Mixed Rate Notes will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes or Other Notes, each as specified in the Applicable Pricing Supplement.
Instalment Notes	The Applicable Pricing Supplement will set out the dates on which, and the

amounts in which, Instalment Notes may be redeemed.

Partly Paid Notes The Issue Price of these unlisted Notes will be payable in two or more instalments as set out in the Applicable Pricing Supplement.

Exchangeable Notes Exchangeable Notes may be redeemed by the Issuer in cash or by the delivery of securities, as specified in the Applicable Pricing Supplement.

Other Notes Terms applicable to any other type of Notes that are approved by the JSE, or its successor, or such other or further exchange or exchanges as may be selected by the Issuer in relation to an issue of listed Notes, or as agreed between the Issuer and the relevant Dealer(s) in respect of unlisted Notes, will be set out in the Applicable Pricing Supplement.

Noteholders The holders of SA Notes or BW Notes will be recorded as the registered Noteholders of those Notes in the respective Registers.

Rating The Programme is not rated as at the Programme Date, but may be rated by a Rating Agency, on a national or international scale basis after the Programme Date. A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to the Issuer and/or the Programme and/or a Tranche of Notes, as the case may be, as well as the Rating Agency or Rating Agencies which assigned such Rating(s).

A Rating, if any, which has been assigned to the Issuer and/or the Programme and/or a Tranche of Notes, as the case may be, will be reflected in the Applicable Pricing Supplement.

A Rating is not a recommendation to subscribe for, buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. Any adverse change in the Rating of the Issuer and/or the Programme, and/or a Tranche of Notes, as the case may be, could adversely affect the trading price of all or any of the Notes.

Any amendment in the Rating of the Issuer, the Programme and/or a Tranche of Notes, as the case may be, after the Programme Date, will be announced on SENS and on the BSE X News (**X News**).

Redemption A tranche of Notes will, subject to the Applicable Pricing Supplement, be redeemed on the Maturity Date, as set out in Condition 10 (*Redemption and Purchase*).

If so specified in the Applicable Pricing Supplement, the Issuer may redeem the Notes of any Tranche at any time prior to the Maturity Date following the occurrence of a change in law and/or for tax reasons, as set out in Condition

10.2 (*Redemption for Tax Reasons*), or unless otherwise set out in the Applicable Pricing Supplement.

If “*Early Redemption at the option of the Issuer*” is specified as applicable in the Applicable Pricing Supplement or pursuant to Condition 10.3 (*Redemption at the option of the Issuer*), the Issuer may, having given not less than 30 (thirty) days’ irrevocable notice (or such other period of notice as may be specified in the Applicable Pricing Supplement) to the Noteholders in accordance with Condition 18 (*Notices*), redeem the Tranche of Notes on any Optional Redemption Date(s) or unless otherwise set out in the Applicable Pricing Supplement.

If “*Redemption at the option of the Senior Noteholders*” is specified as applicable in the Applicable Pricing Supplement, the Senior Noteholders of any Tranche of Senior Notes may, having given not less than 30 (thirty) days’ notice (or such other period of notice as may be specified in the Applicable Pricing Supplement), require the Issuer to redeem Senior Notes on any Optional Redemption Date in the manner specified in Condition 10.4 (*Redemption at the option of the Senior Noteholders*) and the Applicable Pricing Supplement.

If “*Redemption in the event of a Rating Downgrade*” is specified as applicable in the Applicable Pricing Supplement, then the Issuer shall at the option of any Noteholder redeem all Notes held by such Noteholder at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) days after the delivery by that Noteholder of a Rating Downgrade Redemption Notice (as defined below) in the manner specified in Condition 10.5 (*Redemption in the event of a Rating Downgrade*).

If “*Early Redemption in the event of a Change of Control*” is specified as applicable in the Applicable Pricing Supplement and (i) a Change of Control occurs; and (ii) within the Change of Control Period (A) a Change of Control Rating Downgrade occurs in relation to the Issuer, and/or the Programme, and/or any Tranche of Notes rated by a Rating Agency, as the case may be (“**Change of Control Event**”) (B) and the Noteholders resolve by way of an Extraordinary Resolution to have their Notes redeemed by the Issuer, then each Noteholder in that Class of Noteholders shall have the option to require the Issuer to redeem each Note in that Tranche of Notes held by that Noteholder at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) days after the delivery by that Noteholder of a Change of Control Redemption Notice (as defined below) in the manner specified in Condition 10.6 (*Redemption in the event of a Change of Control*) or as otherwise set out in the Applicable Pricing Supplement.

Relevant BW Trust Deeds

- (a) in respect of BW Unsecured Notes, the trust deed dated on or about 29 November 2012, as amended, restated or supplemented from time to time, made between the Issuer and the BW Unsecured Notes Trustee for the benefit of Noteholders of BW Unsecured Notes; or

- (b) in respect of BW Secured Notes, the trust deed dated on or about 29 November 2012, as amended, restated or supplemented from time to time, made between the Issuer and the BW Secured Notes Trustee for the benefit of Noteholders of BW Secured Notes.

SA Trust Deed

in respect of SA Secured Notes, the trust deed dated 14 November 2012, as amended, restated or supplemented from time to time, made between the Issuer and the SA Trustee for the benefit of Noteholders of SA Secured Notes.

Security Arrangements

The obligations of the Issuer under the SA Secured Notes and BW Secured Notes, respectively, will be directly guaranteed by means of the Guarantees and will be secured as described more fully in the section of this Programme Memorandum headed "*Description of Security Arrangements*".

Selling Restrictions

The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for a Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States of America, the United Kingdom, the European Economic Area, Botswana and South Africa (see the section of this Programme Memorandum headed "*Subscription and Sale*"). Any other or additional restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.

Size of the Programme

As at the Programme Date, the Programme Amount in respect of SA Notes is ZAR2,500,000,000 and in respect of BW Notes is BWP2,500,000,000. This Programme Memorandum will only apply to Notes issued under the Programme in an aggregate Outstanding Nominal Amount which does not exceed the respective Programme Amounts. The Issuer may increase the respective Programme Amounts as described more fully in the section of this Programme Memorandum headed "*General Description of the Programme*".

Specified Currency

South African Rand or Botswana Pula, as the case may be, or, subject to all Applicable Laws and the Debt Listings Requirements of the JSE, such currency as is specified in the Applicable Pricing Supplement.

Stabilisation

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer(s), if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the Debt Listings Requirements of the JSE or the Listings Requirements of the BSE, as the case may be, and approved by the JSE and the BSE, as the case may be, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any

agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

Status and Characteristics relating to Subordinated Notes

Unless otherwise set out in the Applicable Pricing Supplement, the Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer from time to time Outstanding or as otherwise set out in the Applicable Pricing Supplement.

Subject to Applicable Laws, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound-up or is subject to business rescue proceedings, then and in any such event the claims of the persons entitled to be paid amounts due in respect of the Subordinated Notes shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness of the Issuer, to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the persons entitled to be paid amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, liquidation, winding-up or business rescue proceedings (other than Subordinated Indebtedness) has been paid or discharged in full.

Status of Senior Notes

Unless otherwise set out in the Applicable Pricing Supplement, the Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations or direct, unconditional, unsubordinated and secured obligations, as the case may be, of the Issuer and rank *pari passu* and rateably without any preference among themselves and (save for certain debts required to be preferred by law) equally with all other present or future unsecured and unsubordinated obligations or secured and unsubordinated obligations, as the case may be, of the Issuer from time to time Outstanding or as otherwise the set out in the Applicable Pricing Supplement.

Taxation

A summary of the applicable tax legislation in respect of the Notes, as at the Programme Date, is set out in the section of this Programme Memorandum headed "*Taxation*". The summary does not constitute tax advice. Potential investors in the Notes should, before making an investment in the Notes, consult their own professional advisers as to the potential tax consequences of, and their tax positions in respect of, an investment in the Notes.

Terms and Conditions

The terms and conditions of the Notes are set out in the section of this Programme Memorandum headed "*Terms and Conditions of the Notes*". The Applicable Pricing Supplement may specify other terms and conditions (which may replace, modify or supplement the Terms and Conditions) in relation to specific terms and conditions of the Notes of any Tranche of Notes issued.

Use of Proceeds

The Issuer will use the issue proceeds of the Notes for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

Withholding Taxes

In the event that any withholding or deduction is required by Applicable Laws, then the Issuer will, subject to certain exceptions as provide in Condition 11 (*Taxation*), pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction.

INVESTOR CONSIDERATIONS/RISK FACTORS

All information pertaining to Investor Considerations/Risk Factors, as set out in the Information Statement, as amended and updated from time to time, will be incorporated by reference in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://www.letshego.com/investor-publication-types/bond-programme>.

FORM OF THE NOTES

Capitalised terms used in this section headed "Form of the Notes" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

Notes issued in certificated form

All certificated Notes will be represented by a single Individual Certificate in registered form. Notes represented by Individual Certificates will be registered in the relevant Register in the name of the individual Noteholders of such Notes.

Subject to the Applicable Laws, title to Notes represented by Individual Certificates will be freely transferrable and will pass upon registration of transfer in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*) on the Terms and Conditions.

The Issuer shall regard the Register as the conclusive record of title to the Notes represented by Individual Certificates.

Payments of all amounts due and payable in respect of Notes represented by Individual Certificates will be made in accordance with Condition 9 (*Payments*) on the Terms and Conditions to the person reflected as the registered Noteholder of such Notes in the Register at 17h00 (Johannesburg or Gaborone time, as the case may be) on the Last Day to Register, and the payment obligations of the Issuer will be discharged by proper payment to or to the order of such registered Noteholder in respect of each amount so paid.

Notes issued in uncertificated form

A Tranche of Notes which is listed on the JSE or the BSE, as the case may be, will be freely transferable and must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in accordance with the Applicable Laws.

Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Tranche of Notes issued in uncertificated form will be held by the relevant CSD, and the Noteholder (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, will be named in the Register as the registered Noteholder of that Tranche of Notes.

Beneficial Interests in Notes held in the Relevant CSD

A Tranche of Notes which is listed on the JSE or the BSE, as the case may be, must be issued in uncertificated form and held in the relevant CSD. A Tranche of unlisted Notes may also be held in the Relevant CSD. While a Tranche of Notes is either held in the SA CSD or is held in the CSDB, as the case may be, the SA CSD's (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, will be named in the relevant Register as the sole Noteholder of the respective Notes in that Tranche.

The respective CSDs will hold each Tranche of Notes subject to the Applicable Laws and the Applicable Procedures. All amounts to be paid in respect of Notes held in the CSD will be paid to relevant Participant on behalf of the relevant Noteholder pursuant to the Applicable Procedures. All rights to be exercised in respect of Notes held in the Relevant CSD will be exercised only by the relevant Noteholder (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be.

The Relevant CSD maintains central securities accounts for relevant Participants. Beneficial Interests which are held by relevant Participants will be held directly through the Relevant CSD, and the Relevant CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the Relevant CSD for such Participants. As at the Programme Date and in respect of SA Notes, the Participants are FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited, Citibank N.A. South Africa Branch, Standard Chartered Bank, Johannesburg Branch, Société Générale, Johannesburg Branch and the South African Reserve Bank.

Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, société anonyme, (Clearstream Luxembourg) ("**Clearstream**") may hold Notes through their respective Participant.

In relation to each person shown in the records of the Relevant CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Outstanding Nominal Amount of Notes, a certificate or other document issued by the Relevant CSD or the relevant Participant, as the case may be, as to the Outstanding Nominal Amount of such Notes standing to the account of any person shall be *prima facie* proof of such Beneficial Interest. However, the registered holder (in respect of SA Notes) and/or the CSDB (in respect of BW Notes) will be treated by the Issuer, the Paying Agent, the relevant Transfer Agent, the relevant CSD and the relevant Participant as the holder of that Outstanding Nominal Amount of such Notes for all purposes.

Subject to Applicable Laws and the Applicable Procedures, title to Beneficial Interests held by relevant Noteholders through the Relevant CSD will pass on transfer thereof by book entry (whether electronic or otherwise) in the central securities accounts maintained by the Relevant CSD or relevant Participants for such Noteholders. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

PRO FORMA APPLICABLE PRICING SUPPLEMENT

Set out below is the form of Applicable Pricing Supplement that will be completed for each Tranche of Notes issued under the Programme:

**LETSHEGO HOLDINGS LIMITED**

(Incorporated in the Republic of Botswana with limited liability under registration number Co 98/442)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**Under its ZAR2,500,000,000 and BWP 2,500,000,000 Medium Term Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the amended and restated Programme Memorandum dated 9 October 2019, prepared by Letshego Holdings Limited in connection with the Letshego Holdings Limited ZAR2,500,000,000 and BWP2,500,000,000 Medium Term Note Programme, as amended and/or supplemented from time to time (the “**Programme Memorandum**”).

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed “*Terms and Conditions of the Notes*”.

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the Terms and Conditions contained in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

PARTIES

1.	Issuer	Letshego Holdings Limited
2.	[Debt Guarantor]	[Fedrox (Proprietary) Limited] <i>[indicate only if applicable i.e. in the case of Secured Notes]</i>
3.	Dealer(s)	[]
4.	Manager(s)	[]
5.	JSE Debt Sponsor	[]
6.	BSE Sponsoring Broker	[]
7.	Paying Agent	[]
	Specified Office	[]
8.	Calculation Agent	[]
	Specified Office	[]
9.	Transfer Agent	[]
	Specified Office	[]
10.	Settlement Agent	[]
	Specified Office	[]
11.	Issuer Agent	[]
	Specified Office	[]

PROVISIONS RELATING TO THE NOTES

12.	Status of Notes	[Senior/Subordinated] [Secured/Unsecured]
13.	Form of Notes	[Listed/Unlisted] Registered Notes
14.	Series Number	[]
15.	Tranche Number	[]
16.	Aggregate Nominal Amount:	
	(a) Series	[]
	(b) Tranche	[]
17.	Interest	[Interest-bearing/Non-interest-bearing]
18.	Interest Payment Basis	[[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid /Instalment] Notes/Other Notes]
19.	Interest Payment Date(s)	Each [<i>insert date</i>], of each calendar year during the period commencing on [<i>insert date</i>] and ending on the Redemption Date, each such day being subject to adjustment in accordance with the Business Day Convention
20.	Interest Period(s)	each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the interest commencement date and end on (but exclude) [the following Interest Payment Date / <i>state specific Interest Payment Date</i>] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
21.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	[Insert details including date for conversion]
22.	Issue Date	[]
23.	Specified Denomination	[]
24.	Specified Currency	[]
25.	Issue Price	[]
26.	Interest Commencement Date	[]
27.	Maturity Date	[]
28.	Applicable Business Day Convention	[Floating Rate Business Day / Following Business Day / Modified Following Business Day / Preceding Business Day / other convention – insert details]
29.	Final Redemption Amount	[]
30.	Last Day to Register	By 17h00 on [] in each year until Maturity Date or if such day is not a Business Day, the Business Day before each Books Closed Period
31.	Books Closed Period(s)	The Register will be closed from [...] to [...] and from [...] to [...] (all dates inclusive) in each year until the Maturity Date

32. Default Rate []

FIXED RATE NOTES

33. (a) Fixed Rate of Interest [] per cent per annum [payable [annually/semi-annually/quarterly] in arrear]
- (b) Fixed Coupon Amount(s) [] per [] in Nominal Amount
- (c) Initial Broken Amount []
- (d) Final Broken Amount []
- (e) Interest Determination Date(s) [] in each year
- (f) Day Count Fraction []
- (g) Any other terms relating to the particular method of calculating interest []

FLOATING RATE NOTES

34. (a) Definition of Business Day (if different from that set out in Condition 1) (*Interpretation*) []
- (b) Minimum Rate of Interest [] per cent per annum
- (c) Maximum Rate of Interest [] per cent per annum
- (d) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) []
35. Rate of Interest and the manner in which the Rate of Interest is to be determined [ISDA Determination] / [Screen Rate Determination (Reference Rate plus Margin)]/[other – insert details]
36. Margin [[•] basis points/[•] percent] to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
37. If ISDA Determination:
- (a) Floating Rate []
- (b) Floating Rate Option []
- (c) Designated Maturity []
- (d) Reset Date(s) []
- (e) ISDA Definitions to apply []
38. If Screen Rate Determination:
- (a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated) []
- (b) Interest Determination Date(s) []
- (c) Relevant Screen Page and Reference Code []
39. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for []

determining Rate of Interest/Margin/
Fallback provisions

40. Calculation Agent []

ZERO COUPON NOTES

41. (a) Implied Yield [] Percent [NACA] [NACM] [NACQ] [NACS]
[other method of compounding]

(b) Reference Price [] Percent

(c) Any other formula or basis for
determining amount(s)
payable []

PARTLY PAID NOTES

42. (a) Amount of each payment
comprising the Issue Price []

(b) Dates upon which each
payment is to be made by
Noteholder []

(c) Consequences (if any) of
failure to make any such
payment by Noteholder []

(d) Interest Rate to accrue on the
first and subsequent
instalments after the due date
for payment of such
instalments [] per cent per annum

INSTALMENT NOTES

43. Instalment Dates []

44. Interest Determination Date(s) [] in each year

45. Instalment Amounts (expressed as a
percentage of the aggregate
Nominal Amount of the Notes) []

MIXED RATE NOTES

46. Period(s) during which the Interest
Rate for the Mixed Rate Notes will
be (as applicable) that for:

(a) Fixed Rate Notes []

(b) Floating Rate Notes []

(c) Index-Linked Notes []

(d) Dual Currency Notes []

(e) Other Notes []

47. The Interest Rate and other pertinent
details are set out under the
headings relating to the applicable
forms of Notes

INDEX-LINKED NOTES

48. (a) Type of Index-Linked Notes [Indexed Interest Notes / Indexed Redemption
Amount Notes]

(b) Index/Formula by reference to []

- which Interest Rate / Interest Amount is to be determined
- (c) Manner in which the Interest Rate / Interest Amount is to be determined []
- (d) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable []
- (e) Definition of Business Day (if different from that set out in Condition 1 (*Interpretation*)) []
- (f) Minimum Rate of Interest [] per cent per annum
- (g) Maximum Rate of Interest [] per cent per annum
- (h) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) []

DUAL CURRENCY NOTES

49. (a) Type of Dual Currency Notes [Dual Currency Interest/Dual Currency Redemption Amount] Notes
- (b) Rate of Exchange/method of calculating Rate of Exchange []
- (c) Provisions applicable where calculation by reference to Rate of Exchange is impossible or impracticable []
- (d) Person at whose option Specified Currency(ies) is/are payable []

EXCHANGEABLE NOTES

50. (a) Mandatory Exchange applicable [Yes/No]
- (b) Noteholders' Exchange Right applicable [Yes/No]
- (c) Exchange Securities []
- (d) Manner of determining Exchange Price []
- (e) Exchange Period []
- (f) Other []

OTHER NOTES

51. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes or Exchangeable Notes or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms []

and Conditions relating to such Notes.

PROVISIONS REGARDING REDEMPTION/MATURITY

52. Redemption at the Option of the Issuer: [Yes/No]
- If yes:
- (a) Optional Redemption Date(s) []
 - (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) []
 - (c) Minimum period of notice (if different from Condition 10.3 (*Redemption at the option of the Issuer*)) []
 - (d) If redeemable in part: []
 - Minimum Redemption Amount(s) []
 - Higher Redemption Amount(s) []
 - (e) Other terms applicable on redemption
53. Redemption at the Option of the Senior Noteholders: [Yes/No]
- If yes:
- (a) Optional Redemption Date(s) []
 - (b) Optional Redemption Amount(s) []
 - (c) Minimum period of notice (if different from Condition 10.4 (*Redemption at the option of the Senior Noteholders*)) []
 - (d) If redeemable in part: []
 - Minimum Redemption Amount(s) []
 - Higher Redemption Amount(s) []
 - (e) Other terms applicable on Redemption []
 - (f) Attach *pro forma* put notice(s)
54. Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to Condition 10.2 (*Redemption for Tax Reasons*), on redemption at the option of the Issuer pursuant to Condition 10.3 (*Redemption at the option of the Issuer*), on redemption at the option of the Senior Noteholders pursuant to Condition 10.4 (*Redemption at the*

option of the Senior Noteholders), on redemption pursuant to a Rating's downgrade pursuant to Condition 10.5 (Redemption in the event of a Ratings Downgrade), on redemption in the event of a Change of Control pursuant to Condition 10.6 (Redemption in the event of a Change of Control) or on an Event of Default pursuant to Condition 16 (Events of Default) (if required or if different from that set out in Condition 10.7 (Early Redemption Amounts)).

If yes:

- (a) Amount payable; or
- (b) Method of calculation of amount payable

55. Redemption in the event of a Rating Downgrade [Yes/No]
56. Redemption in the event of a Change of Control [Yes/No]

GENERAL

57. Financial Exchange [JSE]/[BSE]
58. Additional selling restrictions
59. [ISIN No.] / [NIS]
60. Stock Code
61. Stabilising manager
62. Provisions relating to stabilisation
63. The notice period required for exchanging uncertificated SA Notes for Certificates
64. Method of distribution [Private Placement/Auction/Bookbuild]
65. Credit Rating assigned to the [Issuer]/[Programme]/[Notes]], assigned on [●] and due for renewal on [●]
66. Applicable Rating Agency
67. Governing law (if the laws of South Africa or Botswana, as the case may be are not applicable)
68. Surrendering of Notes in the case of Notes represented by a Certificate] days after the date on which the Certificate in respect of the Note to be redeemed has been surrendered to the Issuer
69. Use of proceeds
70. Other provisions] *[Other Events of Default in addition to the addition to the Events of Default referred to in Condition 16 (Events of Default)]*
] *[Other covenants, provisions]*

DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE SA COMMERCIAL PAPER REGULATIONS IN RELATION TO THIS ISSUE OF NOTES

71. Paragraph 3(5)(a)

The “*ultimate borrower*” (as defined in the Commercial Paper Regulations) is the [Issuer].

72. Paragraph 3(5)(b)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the SA Notes.

73. Paragraph 3(5)(c)

The auditor of the Issuer is [Insert].

74. Paragraph 3(5)(d)

As at the date of this issue:

- (i) the Issuer has issued [ZAR●,000,000,000] Commercial Paper (as defined in the Commercial Paper Regulations) and
- (ii) the Issuer estimates that it may issue [ZAR●,000,000,000] of Commercial Paper during the current financial year, ending [date].

75. Paragraph 3(5)(e)

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 the SA Notes is contained in the Programme Memorandum and the Applicable Pricing Supplement.

76. Paragraph 3(5)(f)

There has been no material adverse change in the Issuer’s financial position since the date of its last audited financial statements.

77. Paragraph 3(5)(g)

The SA Notes issued will be [listed/unlisted].

78. Paragraph 3(5)(h)

The funds to be raised through the issue of the SA Notes are to be used by the Issuer for its [general corporate purposes/funding of its business operations/other].

79. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the SA Notes are [unsecured/secured] [and guaranteed].

80. Paragraph 3(5)(j)

[Insert], the statutory auditors of the Issuer, have confirmed that nothing has come to their attention to cause them to believe that this issue of the SA Notes issued under the Programme does not comply in all respects with the relevant provisions of the Commercial Paper Regulations.

Responsibility:

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from the Programme Memorandum or this Applicable Pricing Supplement which would make any statement false or misleading, that all reasonable enquiries to ascertain such facts have been made and that the Programme Memorandum together with this Applicable Pricing Supplement contain all information required by law and the Debt Listings Requirements of the JSE. The issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement and all documents incorporated by reference (see the section of the Programme Memorandum headed ‘*Document Incorporated by Reference*’).

The JSE takes no responsibility for the contents of the Programme Memorandum, the annual financial statements, the annual reports and this Applicable Pricing Supplement of the Issuer and any

amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, the annual financial statements, the annual reports and this Applicable Pricing Supplement of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listing of the Notes is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

[BSE DISCLAIMER

Prospective investors in the Notes as with any other listed security should ensure that they fully understand the nature of the Issuer's operations, its valuation and the extent of their exposure to risks, and that they consider the suitability of the Issuer's Notes as an investment in light of their own circumstances and financial position. The BSE's approval of the listing of the the Programme Memorandum should not be taken in any way as an indication of the merits of the Issuer. The BSE has not verified the accuracy and truth of the contents of the documentation submitted to it and, the BSE accepts no liability of whatever nature for any loss, liability, damage or expense resulting directly or indirectly from the investment in this Programme Memorandum.]¹

[The authorised Programme Amount of ZAR2,500,000,000 and BWP2,500,000,000 has not been exceed.]

Application **[is hereby]/[will not be]** made to list this issue of Notes **[on • ••••]**.

SIGNED at _____ on this _____ day of _____ 20●●

For and on behalf of
LETSHEGO HOLDINGS LIMITED

Name:
Capacity: Director
Who warrants his/her authority hereto

Name:
Capacity: Director
Who warrants his/her authority hereto

¹ Note: applies only in relation to BW Notes. To Be deleted in relation to SA Notes.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued by the Issuer which will be incorporated by reference into each Note. Each Tranche of Notes will be issued on, and subject to, the Terms and Conditions below, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes as set out in the Applicable Pricing Supplement.

Before the Issuer issues any Tranche of listed Notes, the Issuer shall complete, sign and deliver to the JSE, BSE or such other Financial Exchange(s) and the Relevant CSD a pricing supplement based on the *pro forma* Applicable Pricing Supplement included in the Programme Memorandum setting out details of such Notes. The Issuer may determine that particular Notes will not be listed on the Interest Rate Market of the JSE or BSE or such other Financial Exchanges and, in that case, no Applicable Pricing Supplement will be delivered to the JSE, the BSE or such other or further Financial Exchange(s).

If there is any conflict or inconsistency between provisions set out in the Applicable Pricing Supplement and the provisions set out in these Terms and Conditions of the Notes, then the provisions in the Applicable Pricing Supplement will prevail.

Words and expressions used in the Applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. Any reference to legislation or a statute shall be to such legislation or statute as amended, varied or re-enacted from time to time.

The SA Secured Notes are issued pursuant to the Terms and Conditions and the SA Trust Deed made, or to be made, between the Issuer and the SA Trustee in respect of the SA Secured Notes. The Noteholders of SA Secured Notes will be entitled to the benefit of, bound by and deemed to have notice of all provisions of the SA Trust Deed.

The BW Notes are issued pursuant to the Terms and Conditions and the Relevant BW Trust Deed made between the Issuer and the Relevant BW Trustee. The Terms and Conditions, in respect of the BW Notes, include summaries of, and are subject to, the detailed provisions of the BW Trust Deeds. The Noteholders of BW Notes are entitled to the benefit of, bound by and deemed to have notice of all provisions of the BW Secured Notes Trust Deed and the BW Unsecured Notes Trust Deed, as the case may be.

1. INTERPRETATION

In these Terms and Conditions, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

Applicable Laws	in relation to any person, all and any statutes and subordinate legislation and common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, 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 other similar provisions, from time to time, compliance with which is mandatory for that person, including but not limited to the respective Debt Listings Requirements of the JSE and the Listings Requirements of the BSE;
Applicable Pricing Supplement	in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to that Tranche of Notes, setting out the additional and/or other terms and conditions as are applicable to that Tranche of Notes, based upon the <i>pro forma</i> pricing supplement which is set out in the section of the Programme Memorandum headed " <i>Pro Forma Applicable Pricing Supplement</i> ";
Applicable Procedures	(a) in respect of the SA Notes, the rules and operating procedures for the time being of the SA CSD, the relevant Participants and the Debt Listings Requirements of the JSE; or (b) in respect of the BW Notes, the rules and operating procedures for the time being of the CSDB, the relevant

Participants and the Listing Requirements of the BSE,
and/or any other Financial Exchange;

Beneficial Interest	in relation to a Tranche of Notes which is held in the Relevant CSD, the beneficial interest as owner or co-owner of an undivided share of all of the Notes in that Tranche, the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the proportion that the aggregate Outstanding Nominal Amount of such number of Notes bears to the aggregate Outstanding Nominal Amount of all of the Notes in that Tranche;
Books Closed Period	in relation to a Tranche of Notes, the period, as specified in the Applicable Pricing Supplement, commencing after the Last Day to Register, during which transfers of the Notes will not be registered, or such shorter period as the Issuer may decide in order to determine those Noteholders entitled to receive interest;
Botswana	the Republic of Botswana;
BSE	the Botswana Stock Exchange (registration number Co 2018/14914), registered in terms of the Companies Act Cap 42:01 of the Laws of the Republic of Botswana or any exchange which operates as successor exchange;
BSE Act	the Botswana Exchange Act, 1994;
Business Day	(a) in respect of the SA Notes, a day (other than a Saturday or Sunday or public holiday within the meaning of the South African Public Holidays Act, 1994) on which commercial banks settle ZAR payments in Johannesburg; or (b) in respect of BW Notes, a day (other than a Saturday or Sunday or public holiday) on which commercial banks settle BWP payments in Gaborone;
BW Companies Act	the Companies Act Cap 42:01 of Botswana;
BW Notes	the BW Secured Notes and/or the BW Unsecured Notes, as the case may be;
BWP	the lawful currency of Botswana, being the Botswana Pula, or any successor currency;
BW Secured Notes	senior secured notes, whether listed or unlisted, issued in Botswana under the Programme and subject to the BW Secured Notes Trust Deed;
BW Secured Notes Trust Deed	in respect of BW Secured Notes, the trust deed dated on or about 29 November 2012, as amended, restated or supplemented from time to time, made between the Issuer and the BW Secured Notes Trustee for the benefit of Noteholders of BW Secured Notes;
BW Secured Notes Trustee	Mr Robert Vinen or such other trustee appointed by the Issuer from time to time;
BW Senior Notes	any BW Notes issued with the status and characteristics set out in Condition 5 (<i>Status of Senior Notes</i>), as indicated in the Applicable Pricing Supplement;
BW Subordinated Notes	any BW Notes issued with the status and characteristics set out in Condition 6 (<i>Status and Characteristics of Subordinated Notes</i>), as indicated in the Applicable Pricing Supplement;
BW Unsecured Notes	unsecured notes, whether listed or unlisted, issued in Botswana under the Programme and subject to the BW Unsecured Notes Trust Deed;

BW Unsecured Notes Trust Deed	in respect of BW Notes, the trust deed dated on or about 29 November 2012, as amended, restated or supplemented from time to time, made between the Issuer and the BW Unsecured Notes Trustee for the benefit of Noteholders of BW Unsecured Notes;
BW Unsecured Notes Trustee	Mr Robert Vinen or such other trustee appointed by the Issuer from time to time;
Calculation Agent	the Issuer, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Calculation Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Class of Noteholders	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
Class of Notes	a particular Series of Notes in relation to other Series of Notes;
Computershare	Computershare Investor Services Proprietary Limited (registration number 2004/003647/07), a company with limited liability duly incorporated in accordance with the laws of South Africa;
CSDB	the Central Securities Depository Company of Botswana Limited a public company with limited liability duly incorporated in accordance with the laws of Botswana registered as central depository to the BSE;
Day Count Fraction	<p>in relation to a Tranche of Notes (where applicable) and the calculation of an amount for any period of time (the Calculation Period), the Day count fraction specified as such in the Terms and Conditions or the Applicable Pricing Supplement and:</p> <p>(a) if Actual/365 (Fixed) or Act/365 (Fixed) or A/365(Fixed) or A/365F is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 365;</p> <p>(b) if Actual/Actual (ICMA) or Act/Act (ICMA) is so specified, means:</p> <ol style="list-style-type: none"> 1. 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 2. where the calculation Period is longer than one Regular Period, the sum of: <ol style="list-style-type: none"> 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 normally ending in any year; <p>(c) if Actual/Actual, Actual/Actual (ISDA), Act/Act or Act/Act (ISDA) is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of</p>

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);

- (d) if **Actual/360, Act/360** or **A/360** is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 360;
- (e) if **30/360, 360/360** or **Bond Basis** is so specified, means the number of Days in the Calculation Period in respect of which payment is being made 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:

Y₁ is the year, expressed as a number, in which the first Day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

M₁ is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

M₂ is the calendar month, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

D₁ is the first Day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

D₂ is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (f) if **30E/360** or **Eurobond Basis** is so specified, means the number of Days in the Calculation Period in respect of which payment is being made 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:

Y₁ is the year, expressed as a number, in which the first Day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

M₁ is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

M₂ is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

D₁ is the first Day, expressed as a number, of the Calculation Period unless such number would be 31, in which case D₁ will be 30; and

D₂ is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31, in which case **D₂** will be 30; and

- (g) if **30E/360 (ISDA)** is so specified, means the number of Days in the Calculation Period in respect of which payment is being made 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:

Y₁ is the year, expressed as a number, in which the first Day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

M₁ is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

M₂ is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

D₁ is the first Day, expressed as a number, of the Calculation Period unless (i) that Day is the last Day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

D₂ is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless (i) that Day is the last Day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30;

Dealer(s)	RMB and/or any other entity appointed as a Dealer by the Issuer, which appointment may be for a specific issue or on an ongoing basis;
Debt Guarantor	in respect of the SA Secured Notes and the BW Secured Notes, respectively, Fedrox (Proprietary) Limited (registration number Co 2012/8278), a company with limited liability duly incorporated in accordance with the laws of Botswana;
Default Rate	in relation to a Tranche of Notes, the Interest Rate applicable to such Notes or the default rate referred to in Condition 8.5 (<i>Accrual of Interest</i>) and specified as such in the Applicable Pricing Supplement;
Dual Currency Notes	Notes which pay interest and/or principal in a base currency and in a non-base currency, as indicated in the Applicable Pricing Supplement;
Early Redemption Amount	in relation to a Tranche of Notes, the amount, as set out in Condition 10.7 (<i>Early Redemption Amounts</i>), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Condition 10.2 (<i>Redemption for Tax Reasons</i>), Condition 10.3 (<i>Redemption at the option of the Issuer</i>), Condition 10.4 (<i>Redemption at the option of the Senior Noteholders</i>), Condition 10.5 (<i>Redemption in the event of a Rating Downgrade</i>) and Condition 10.6 (<i>Redemption in the event of a Change of Control</i>) and/or Condition 16 (<i>Events of Default</i>);
Encumbrances	any mortgage, pledge, lien, hypothecation, assignment, cession <i>in securitatem debiti</i> , deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security interest to a creditor or any agreement or arrangement to give any form of a secured claim to a creditor but excluding statutory

	preferences and any security interest arising by operation of law;
Event of Default	in relation to a Series of Notes, unless otherwise set out in the Applicable Pricing Supplement, any of the events described in Condition 16 (<i>Events of Default</i>);
Exchangeable Notes	Notes which may be redeemed by the Issuer in the manner indicated in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as is determined in accordance with the Applicable Pricing Supplement;
Exchange Period	in relation to a Tranche of Exchangeable Notes to which the Noteholders' Exchange Right applies (as indicated in the Applicable Pricing Supplement), the period indicated in the Applicable Pricing Supplement during which such right may be exercised;
Exchange Price	in relation to a Tranche of Exchangeable Notes, the amount determined in accordance with the manner described in the Applicable Pricing Supplement, according to which the number of Exchange Securities which may be delivered in redemption of an Exchangeable Note will be determined;
Exchange Securities	in relation to a Tranche of Exchangeable Notes, the securities indicated in the Applicable Pricing Supplement which may be delivered by the Issuer in redemption of the Exchangeable Notes to the value of the Exchange Price;
Extraordinary Resolution	<p>(a) a resolution in writing signed, no later than 20 Business Days after distribution of the written resolution, by or on behalf of the Noteholders or a Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point six-seven percent) of the aggregate Nominal Amount of the Notes outstanding from time to time or a specific Class of Notes outstanding, as the case may be, or</p> <p>(b) a resolution passed at a meeting (duly convened) of the Noteholders or a Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point six-seven percent) of the aggregate Nominal Amount of Notes held by the Noteholders or a Class of Noteholders, as the case may be, present in person or by proxy and voting at such meeting on a poll or if a vote by show of hands be duly demanded then by a majority consisting of not less than 66.67% (sixty-six point six-seven percent) of the Persons voting at such meeting on a show of hands;</p>
Final Broken Amount	in relation to a Tranche of Notes, the final broken amount specified as such in the Applicable Pricing Supplement;
Final Redemption Amount	in relation to a Tranche of Notes, the amount of principal specified in the Applicable Pricing Supplement payable in respect of such Tranche of Notes upon the Maturity Date;
Financial Exchange	the JSE, the BSE and/or such other financial exchange(s) as may be determined by the Issuer and the Dealer(s), subject to Applicable Laws, and upon which the Notes are listed as specified in the Applicable Pricing Supplement;
Fixed Coupon Amount	in relation to a Tranche of Fixed Rate Notes (where applicable), the amount specified as such in the Applicable Pricing Supplement;
Fixed Rate Notes	Notes which will bear interest at the Fixed Rate of Interest, as indicated in the Applicable Pricing Supplement and more fully described in Condition 8.1 (<i>Fixed Rate Notes</i>);
Fixed Rate of Interest	in relation to a Tranche of Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement;

Floating Rate Notes	Notes which will bear interest at a Floating Rate as indicated in the Applicable Pricing Supplement and more fully described in Condition 8.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>);
Floating Rate	in relation to a Tranche of Notes, the floating rate of interest specified as such in the Applicable Pricing Supplement;
FNB	First National Bank, a division of FirstRand Bank Limited (registration number 1929/001225/06), a company with limited liability and a registered bank duly incorporated in accordance with the banking and company laws of South Africa;
Guarantees	<p>(a) the debt guarantee dated on or about 29 November 2012, as amended, restated or supplemented from time to time, granted in favour of the SA Trustee, under which the Debt Guarantor has irrevocably, unconditionally guaranteed the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the SA Secured Notes; and</p> <p>(b) the debt guarantee dated on or about 29 November 2012, as amended, restated or supplemented from time to time, granted in favour of the BW Secured Notes Trustee, under which the Debt Guarantor; has irrevocably, unconditionally guaranteed the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the BW Secured Notes;</p> <p>(c) unless otherwise set out in the Applicable Pricing Supplement;</p>
Higher Redemption Amount	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
IFRS	the International Financial Reporting Standards issued by the International Accounting Standards Board (IASB) and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time);
Implied Yield	in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price of such Notes, as specified in the Applicable Pricing Supplement;
Indebtedness	in respect of the Issuer, any indebtedness in respect of monies borrowed from any third party lender and (without double counting) guarantees (other than those given in the ordinary course of business) given, whether present or future, actual or contingent, excluding any intra-group indebtedness due to any Subsidiary or holding company of the Issuer or to any other Subsidiary of the Issuer's holding company;
Indexed Interest Notes	Notes in respect of which the Interest Amount is calculated by reference to an index and/or a formula as indicated in the Applicable Pricing Supplement;
Index-Linked Notes	Indexed Interest Notes and/or an Indexed Redemption Amount Notes, as applicable and as indicated in the Applicable Pricing Supplement;
Indexed Redemption Amount Notes	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or a formula as may be indicated in the Applicable Pricing Supplement;
Individual Certificate	a Note in the definitive registered form of a single certificate and being a certificate exchanged for Beneficial Interest in accordance

	with Condition 12 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>) and any further certificate issued in consequence of a transfer thereof;
Initial Broken Amount	in relation to a Tranche of Notes, the initial broken amount specified as such in the Applicable Pricing Supplement;
Instalment Amount	in relation to a Tranche of Instalment Notes, the amount expressed (in the Applicable Pricing Supplement) as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
Instalment Notes	Notes issued on the same date but redeemed in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as specified in the Applicable Pricing Supplement;
Instalment Dates	in relation to a Tranche of Instalment Notes, the dates specified as such in the Applicable Pricing Supplement;
Interest Amount	in relation to a Tranche of Notes, the amount of interest payable in respect of the Nominal Amount of Notes, other than Zero Coupon Notes, as determined by the Calculation Agent in accordance with Condition 8 (<i>Interest</i>);
Interest Commencement Date	in relation to a Tranche of Notes (where applicable) the first date from which interest on the Notes, other than Zero Coupon Notes, will accrue, as specified in the Applicable Pricing Supplement;
Interest Determination Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Interest Payment Date	in relation to a Tranche of Notes, the Interest Payment Date(s) specified in the Applicable Pricing Supplement or, if no express Interest Payment Date(s) is/are specified in the Applicable Pricing Supplement, the last day of the Interest Period commencing on the preceding Interest Payment Date, or, in the case of the first Interest Payment Date, commencing on the Interest Commencement Date;
Interest Period	in relation to a Tranche of Notes, 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;
Interest Rate and Rate of Interest	in relation to a Tranche of Notes, the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
Interest Rate Market of the JSE	the separate platform or sub-market of the JSE designated as the " <i>Interest Rate Market</i> ", or such other platform or sub-market designated by the JSE from time to time, and on which the Notes (and other debt securities) may be listed;
ISDA	the International Swaps and Derivatives Association Inc.;
ISDA Definitions	the 2006 ISDA Definitions published by ISDA (as amended, supplemented, revised or republished from time to time);
Issue Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Issue Price	in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;
Issuer	Letshego Holdings Limited (registration number Co 98/442), a public company with limited liability incorporated in accordance with the laws of Botswana;
Issuer Agent	in respect of SA Notes, RMB or such other entity appointed by the Issuer as Issuer Agent pursuant to the debt instrument solution system of the CSD in which event that other entity will act as Issuer

	Agent;
JSE	the JSE Limited (registration number 2005/022939/06), a public company with limited liability incorporated in accordance with the company laws of South Africa and a licensed financial exchange in terms of the SA Financial Markets Act or any exchange which operates as a successor exchange to the JSE;
JSE Debt Guarantee Fund Trust	the guarantee fund trust established and operated by the JSE as a separate guarantee fund in terms of the rules of the JSE, as required by sections 8(1)(h) and 17(2)(w) of the Financial Markets Act, or any successor fund trust;”
JSE Debt Sponsor	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division (registration number 1962/000738/06);
Last Day to Register	with respect to a particular Tranche of Notes (as specified in the Applicable Pricing Supplement), the last date or dates preceding a Payment Day on which the relevant Transfer Agent, in the case of Notes in certificated form, or the CSD, in the case of Notes in uncertificated form, will accept Transfer Forms or transfers and record the transfer of Notes in the Register for that particular Tranche of Notes and whereafter the Register is closed for further transfers or entries until the Payment Day;
Letshego Botswana	Letshego Financial Services (Proprietary) Limited (registration number 2006/5701), a company with limited liability incorporated in accordance with the laws of Botswana;
Letshego Group	the Issuer and each of its Subsidiaries and any other company or entity from time to time whose financial results are consolidated with the financial results of the Issuer in accordance with IFRS;
Letshego Namibia	Letshego Micro Financial Services (Namibia) (Proprietary) Limited (registration number 78/01799), a private company with limited liability incorporated in accordance with the laws of Namibia;
Letshego Swaziland	Letshego Financial Services (Swaziland) (Proprietary) Limited (registration number 695/2005), a private company with limited liability incorporated in accordance with the laws of eSwatini;
Mandatory Exchange	in relation to a Tranche of Exchangeable Notes, the mandatory exchange specified as such in the Applicable Pricing Supplement;
Margin	in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;
Material Group Company	(a) the Issuer; and (b) any company of which the Issuer is a member and which represents more than 10% (ten percent) of the consolidated assets of the Letshego Group;
Material Indebtedness	any Indebtedness amounting in aggregate equal to or greater than ZAR100,000,000 (or its equivalent in other currencies) at the time of the occurrence of an Event of Default, unless otherwise set out in the Applicable Pricing Supplement;
Maturity Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Minimum Redemption Amount	in relation to a Tranche of Notes, the minimum redemption amount specified as such in the Applicable Pricing Supplement;
Mixed Rate Notes	unlisted Notes which will bear interest over respective periods at differing Interest Rates applicable to any combination of Fixed Rate

	Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes or Other Notes, each as indicated in the Applicable Pricing Supplement and as more fully described in Condition 8.4 (<i>Mixed Rate Notes</i>);
NACA	nominal annual compounded annually;
NACM	nominal annual compounded monthly;
NACQ	nominal annual compounded quarterly;
NACS	nominal annual compounded semi-annually;
NCSS Act	the National Clearing and Settlement Systems Act, No. 5 of 2003 of Botswana;
NBFIRA Act	the Non-Bank Financial Institutions Regulatory Authority Act Cap 46:08 of Botswana;
Nominal Amount	in relation to any Note, the total amount, excluding interest and any adjustments on account of any formula, owing by the Issuer under the Note as determined on Issue Date;
Noteholders	the registered holders of the Notes as recorded in the Register;
Noteholders' Exchange Right	the right of Noteholders of Exchangeable Notes to elect to receive delivery of the Exchange Securities in lieu of cash from the Issuer upon redemption of such Notes;
Notes	SA Notes and/or BW Notes;
Obligors	in respect of SA Secured Notes and BW Secured Notes: <ul style="list-style-type: none"> (a) the Issuer; (b) Letshego Botswana; (c) Letshego Namibia; (d) Letshego Swaziland; and (e) any person who becomes an Additional Obligor (as defined in the Security Sharing Agreement);
Outstanding	in relation to the Notes, all the Notes issued under the Programme other than: <ul style="list-style-type: none"> (a) those which have been redeemed in full; (b) those in respect of which the date for redemption in accordance with the Terms and Conditions has occurred and the redemption moneys wherefore (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment against presentation of Individual Certificates (if any); (c) those which have been purchased and cancelled as provided in Condition 10 (Redemption and Purchase); (d) those which have become prescribed under Condition 15 (Prescription); (e) those represented by mutilated or defaced Individual Certificates which have been surrendered in exchange for replacement Individual Certificates pursuant to Condition 12 (Exchange of Beneficial Interests and Replacement of Individual Certificates); (f) (for the purpose only of determining how many Notes are Outstanding and without prejudice to their status for any other purpose) those Notes represented by Individual

Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Individual Certificates have been issued pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*),

provided that for each of the following purposes:

- (i) the right to attend and vote at any meeting of the Noteholders; and
- (ii) the determination of how many and which Notes are for the time being Outstanding for the purposes of Conditions 19 (*Amendment of these Conditions*) and 20 (*Meetings of Noteholders/Consent Process*),

all Notes (if any) which are for the time being held by the Issuer (subject to any Applicable Laws) or by any person for the benefit of the Issuer and not cancelled shall (unless and until ceasing to be so held) be deemed not to be Outstanding;

Optional Redemption Amount	in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;
Optional Redemption Date	in relation to a Tranche of Notes, the optional redemption date specified as such in the Applicable Pricing Supplement;
Participant	<ul style="list-style-type: none"> (a) in respect of the SA Notes, a person accepted by the SA CSD as a participant in terms of section 31 of the SA Financial Markets Act, and who is approved by the CSD as a Settlement Agent to perform electronic settlement of funds and scrip; or (b) in relation to BW Notes, a person accepted by the CSDB as a participant and who is approved by the BSE, in terms of the listings requirements of the BSE, as a Settlement Agent to perform electronic settlement of funds and scrip;
Partly Paid Notes	unlisted Notes which are issued with the Issue Price partly paid and which Issue Price is paid up fully by the Noteholder in instalments as indicated in the Applicable Pricing Supplement;
Paying Agent	<ul style="list-style-type: none"> (a) in respect of SA Notes, FNB; or (b) in respect of BW Notes, the Issuer, <p>unless the Issuer elects to appoint another entity as Paying Agent, in which event that other entity shall act as a Paying Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;</p>
Payment Day	any day which is a Business Day and upon which a payment is due by the Issuer in respect of the Notes;
Previous Programme Memoranda	the programme memoranda dated 13 July 2011 and 29 November 2012, respectively;
Programme	Letshego Holdings Limited ZAR2,500,000,000 and BWP2,500,000,000 Medium Term Note Programme under which the Issuer may from time to time issue Notes;
Programme Amount	the maximum aggregate Outstanding Nominal Amount of all of the Notes that may be issued under the Programme at any one point in time being ZAR2,500,000,000 (in respect of SA Notes) and BWP2,500,000,000 (in respect of BW Notes) or such increased amount as is determined by the Issuer from time to time, subject to

	the Applicable Procedures, Applicable Laws and the Programme Agreement, as set out in the section of this Programme Memorandum headed “ <i>General Description of the Programme</i> ”;
Programme Date	the date of this Programme Memorandum being 9 October 2019;
PwC	PricewaterhouseCoopers, a registered partnership duly incorporated in accordance with the laws of Botswana;
Rating	in relation to the Issuer and/or the Programme and/or a Tranche of Notes (where applicable), as the case may be, the rating of the Issuer and/or the Programme and/or the Tranche of Notes, as the case may be, by the Rating Agency, specified in the Applicable Pricing Supplement;
Rating Agency	Global Credit Rating Co. Proprietary Limited (GCR), Moody’s Investors Service Limited (Moody’s) or Standard & Poor’s Ratings Services (S&P), as the case may be, and their successors or any other rating agency of equivalent national or international standing specified from time to time by the Issuer in the Applicable Pricing Supplement (if applicable) and/or notified to Noteholders pursuant to Condition 18 (<i>Notices</i>);
Redemption Date	in relation to a Tranche of Notes, the date upon which the Notes are redeemed by the Issuer, whether by way of redemption or maturity in terms of Condition 10.1 (<i>Redemption at Maturity</i>) or redemption for tax reasons in terms of Condition 10.2 (<i>Redemption for Tax Reasons</i>), as the case may be;
Reference Banks	in respect of SA Notes, four leading banks in the South African inter-bank market selected by the Calculation Agent; or in respect of BW Notes, any leading bank in the Botswana inter-bank market selected by the Calculation Agent;
Reference Price	in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
Reference Rate	in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
Register	the relevant register of Noteholders in respect of the SA Notes or BW Notes, as the case may be, kept by or on behalf of the relevant Issuer in terms of Condition 13 (<i>Register</i>)
Regular Period	(a) in the case of 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; (b) in the case of 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 the month (but not the year) on which any Interest Payment Date falls; and (c) in the case of 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 BW Trust Deed	in respect of the BW Secured Notes, the BW Secured Notes Trust Deed and, in respect of the BW Unsecured Notes, the BW unsecured Notes Trust Deed;
Relevant BW Trustee	in respect of the BW Secured Notes, the BW Secured Notes Trustee and in respect of the BW Unsecured Notes, the BW unsecured Notes Trustee;
Relevant CSD	(a) in respect of SA Secured Notes, the SA CSD; (b) in respect of BW Notes, the CSDB;
Relevant Date	in relation to a Tranche of Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the Relevant CSD in accordance with these Terms and Conditions, it means the first date on which (i) the full amount of such monies have been received by the Relevant CSD, (ii) such monies are available for payment to the holders of Beneficial Interests and (iii) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;
Relevant Screen Page	in relation to a Tranche of Notes (where applicable), the page, section or other part of a particular information service specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;
Relevant Trust Deed	(a) in respect of SA Secured Notes, the SA Trust Deed; or (b) in respect of BW Unsecured Notes, the BW Unsecured Notes Trust Deed; (c) in respect of BW Secured Notes, the BW Secured Notes Trust Deed;
Relevant Trustee	(a) in respect of SA Secured Notes, the SA Trustee; (b) in respect of BW Notes, the Relevant BW Trustee;
Representative	a person duly authorised to act on behalf of a Noteholder, the relevant Transfer Agent or the Paying Agent, as the case may be, who may be regarded by the Issuer (acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder, the relevant Transfer Agent and the Paying Agent;
RMB	FirstRand Bank Limited, acting through its Rand Merchant Bank division (registration number 1929/001225/06), a company with limited liability duly incorporated in accordance with the laws of South Africa.
SA Banks Act	the South African Banks Act, 1990;
SA Commercial Paper Regulations	the South African Commercial Paper Regulations of 14 December 1994 issued pursuant to paragraph (cc) of the definition of “ <i>the business of a bank</i> ” in the SA Banks Act, set out in Government Notice 2172 and published in Government Gazette 16167 of 14 December 1994;
SA Companies Act	the South African Companies Act, 2008;
SA CSD	Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited liability incorporated in accordance with

	the laws of South Africa, or its nominee, licensed as a central securities depository in terms of the SA Financial Markets Act or any successor depository, or any additional or alternate depository approved by the Issuer;
SA Exchange Control Regulations	the South African Exchange Control Regulations, 1961, promulgated pursuant to the South African Currency and Exchanges Act, 1933;
SA Financial Markets Act	the South African Financial Markets Act, 2012;
SA Income Tax Act	South African Income Tax Act, 1962;
SA Notes	secured or unsecured notes, whether listed or unlisted, issued under the Programme in South Africa;
SA Secured Notes	senior secured notes, whether listed or unlisted, issued from time to time under the Programme in South Africa;
SA Trust Deed	in respect of the SA Secured Notes, the trust deed dated 14 November 2012, as amended, restated or supplemented from time to time, made between the Issuer and the SA Trustee for the benefit of the Noteholders of the SA Secured Notes;
SA Trustee	in respect of SA Secured Notes, TMF Corporate Services (South Africa) Proprietary Limited or such other trustee appointed by the Issuer from time to time as the trustee for Noteholders of SA Secured Notes pursuant to the SA Trust Deed made between the Issuer and the SA Trustee;
Securities Act	the Securities Act, No 6 of 2014 of Botswana;
Security Documents	all documents and agreements establishing or recording the Transaction Security;
Security Sharing Agreement	the written agreement entitled " <i>Security Sharing Agreement</i> " entered into or to be entered into between <i>inter alia</i> the Issuer, the SA Trustee and the BW Secured Notes Trustee, governing <i>inter alia</i> the manner in which the Transaction Security may be realised and enforced;
Senior Noteholders	the Noteholders of Senior Notes;
Senior Notes	secured or unsecured Notes issued with the status and characteristics set out in Condition 5 (<i>Status of Senior Notes</i>), as indicated in the Applicable Pricing Supplement;
Senior Secured Noteholders	the Noteholders of SA Secured Notes or BW Secured Notes, as the case may be;
Senior Secured Notes	the SA Secured Notes or BW Secured Notes, as the case may be;
Series	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <ul style="list-style-type: none"> (a) expressed to be consolidated and form a single series; and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;
Settlement Agent	a Participant, approved by the SA CSD or BSE, as the case may be, to perform electronic settlement of both funds and scrip on behalf of market participants;
South Africa	the Republic of South Africa;
Specified Currency	in relation to each Note in a Tranche of Notes, subject to all

	Applicable Laws, the currency specified in the Applicable Pricing Supplement;
Specified Denomination	in relation to each Note in a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement;
Specified Office	the office of the Transfer Agent, the Paying Agent or the Calculation Agent, as the case may be, specified in the Applicable Pricing Supplement;
Subordinated Indebtedness	in the event of the dissolution of the Issuer or if the Issuer is wound-up or placed in liquidation or is subject to business rescue proceedings, any indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer;
Subordinated Notes	Notes issued with the status and characteristics set out in Condition 6 (<i>Status and Characteristics of Subordinated Notes</i>), as indicated in the Applicable Pricing Supplement;
Subsidiary	(a) in respect of SA Notes, a subsidiary company as defined in section 3(1)(a) of the SA Companies Act; and/or (b) in respect of the BW Notes, a subsidiary company as defined in section 6 of the BW Companies Act;
Sub-unit	with respect to any currency, the lowest amount of such currency that is available as legal tender in the country of such currency;
Terms and Conditions	the terms and conditions incorporated in this section headed " <i>Terms and Conditions of the Notes</i> " and in accordance with which the Notes will be issued;
Tranche	in relation to any particular Series, all Notes which are identical in all respects (including as to listing);
Transaction Security	the " <i>Transaction Security</i> " (as defined in the Security Sharing Agreement) and as described in the section of this Programme Memorandum headed " <i>Description of Security Arrangements</i> ";
Transfer Agent	(a) in respect of SA Notes, Computershare; or (b) in respect of BW Notes, PwC, unless the Issuer elects to appoint another entity as a Transfer Agent in which event that other entity shall act as a Transfer Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Transfer Form	the written form for the transfer of a Note, in the form approved by the relevant Transfer Agent, and signed by the transferor and transferee;
ZAR	the lawful currency of South Africa, being South African Rand, or any successor currency;
ZAR-JIBAR-SAFEX	in respect of SA Notes, the mid-market rate for deposits in ZAR for a period of the Designated Maturity (as indicated in the Applicable Pricing Supplement) that appears on the Reuters Screen SAFEX Page as at 11h00, Johannesburg time on the relevant date; and
Zero Coupon Notes	Notes which will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment, as indicated in the Applicable Pricing Supplement.

2. ISSUE

- 2.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder) issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the

aggregate Outstanding Nominal Amount of all of the Notes issued under the Programme from time to time (including all Notes issued under the Programme pursuant to the Previous Programme Memoranda) does not exceed the Programme Amount. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Applicable Pricing Supplement, relating to that Tranche of Notes.

- 2.2. Each Note, may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index-Linked Note, a Dual Currency Note, a Mixed Rate Note or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and specified in the relevant Applicable Pricing Supplement.
- 2.3. All payments in relation to the Notes will be made in the Specified Currency. Each Note will be issued in the Specified Denomination.
- 2.4. The Terms and Conditions of a Tranche of Notes are incorporated by reference into the Individual Certificate(s) (if any) representing the Notes in that Tranche. The Applicable Pricing Supplement relating to a Tranche of Notes issued in definitive certificated form will be attached to the Individual Certificate(s) representing the Notes in that Tranche.

3. FORM AND DENOMINATION

3.1. General

A Tranche of Notes may be listed on the JSE or BSE, as the case may be, or on such other Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to any Applicable Laws and Applicable Procedures. Unlisted Notes may also be issued under the Programme subject to the Applicable Laws and Applicable Procedures. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, the Financial Exchange on which such Tranche of Notes will be listed.

3.2. Registered Notes

A Tranche of registered Notes will be issued in certificated form or in uncertificated form, as contemplated in Condition 3.2.1 (*Notes issued in certificated form*) and Condition 3.2.2 (*Notes issued in uncertificated form*), as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the JSE or the BSE in uncertificated form will be held in the Relevant CSD, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*).

3.2.1. **Notes issued in certificated form**

All Notes issued in certificated form will be represented by Individual Certificates.

3.2.2. **Notes issued in uncertificated form**

A Tranche of Notes which is listed on the Interest Rate Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in accordance with the Applicable Laws. Notes issued in uncertificated form will be held in the Relevant CSD. Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Note which is represented by an Individual Certificate may be replaced by uncertificated securities in accordance with Applicable Laws.

- 3.2.3. In the case of notes issued in uncertificated form, the Noteholder (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, will be named in the relevant Register as the registered holder of each Tranche of Notes.

3.2.4. **Beneficial Interests in Notes held in the Relevant CSD**

- (a) A Tranche of Notes which is listed on the JSE or the BSE, as the case may be, will be issued in uncertificated form and held in the Relevant CSD. A Tranche of unlisted Notes may also be held in the Relevant CSD.
- (b) The Relevant CSD will hold Notes subject to the Applicable Laws and the Applicable Procedures.
- (c) All amounts to be paid in respect of Notes held in the Relevant CSD will be paid to the relevant Participant for the holders of Beneficial Interests in such Notes.

- (d) A holder of a Beneficial Interest shall only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

3.2.5. **Recourse to the JSE Debt Guarantee Fund Trust**

The holders of SA Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of SA Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust. Unlisted SA Notes are not regulated by the JSE.

4. **TITLE**

4.1. **Notes issued in certificated form**

- 4.1.1. Each holder of Notes represented by an Individual Certificate will be named in the Register as the registered holder of such Notes.
- 4.1.2. Title to Notes represented by an Individual Certificate will pass upon registration of transfer in the Register in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*).
- 4.1.3. The Issuer, the relevant Transfer Agent and the relevant Paying Agent shall recognise a Noteholder as the sole and absolute owner of the Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the relevant Register or to take notice of or to accede to the execution of any trust, express, implied or constructive, to which any Note may be subject.

4.2. **Notes issued in uncertificated form**

The Noteholder (in respect of SA Notes) and the CSDB (in respect of BW Notes), as the case may be, will be named in the relevant Register as the registered holder of each Tranche of Notes which is issued in uncertificated form.

4.3. **Beneficial Interests in Notes held in the Relevant CSD**

- 4.3.1. While a Tranche of Notes is held in the Relevant CSD, the Noteholder (in respect of SA Notes) or CSDB (in respect of BW Notes), as the case may be, will be named in the relevant Register as the holder of the Notes in that Tranche.
- 4.3.2. In relation to each person shown in the records of the Relevant CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the Relevant CSD or the relevant Participant, as the case may be, as to the aggregate Nominal Amount of such Notes standing to the account of such person shall be *prima facie* proof of such Beneficial Interest. The Noteholder (in respect of SA Notes) or the CSDB (in respect of BW Notes) (as the registered holder of such Notes named in the relevant Register) as the case may be, will be treated by the Issuer, the Paying Agent, the relevant Transfer Agent and the CSD as the holder of that aggregate Nominal Amount of such Notes for all purposes.
- 4.3.3. Beneficial Interests in Notes may be transferred only in accordance with the Applicable Procedures.
- 4.3.4. Any reference in the Terms and Conditions to the relevant Participant shall, in respect of a Beneficial Interest, be a reference to the relevant Participant appointed to act as such by the holder of such Beneficial Interest.

5. **STATUS OF SENIOR NOTES**

Unless otherwise set out in the Applicable Pricing Supplement, Senior Notes are direct, unconditional, unsubordinated and unsecured obligations or direct, unconditional unsubordinated and secured obligations, as the case may be of the Issuer and rank *pari passu* and rateably without any preference among themselves and (save for certain debts required to

be preferred by law) equally with all other present or future unsecured and unsubordinated obligations or secured and unsubordinated obligations, as the case may be, of the Issuer from time to time Outstanding and as indicated in the Applicable Pricing Supplement.

6. STATUS AND CHARACTERISTICS OF SUBORDINATED NOTES

- 6.1. Unless otherwise set out in the Applicable Pricing Supplement, Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations or direct, unconditional, secured and subordinated obligations, as the case may be, of the Issuer and rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those which have been accorded preferential rights by law.
- 6.2. Subject to Applicable Laws, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation, wound-up or is subject to business rescue proceedings, the claims of the persons entitled to payment of amounts due in respect of the Subordinated Notes, shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness, to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the persons entitled to payment of amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, insolvency, winding-up or business rescue (other than Subordinated Indebtedness) has been paid or discharged in full.

7. GUARANTEES

- 7.1. In accordance with the terms of the relevant Guarantee, the Debt Guarantor has irrevocably, unconditionally guaranteed to the SA Trustee and the BW Secured Notes Trustee, as the case may be, the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the SA Secured Notes and BW Secured Notes, as the case may be.
- 7.2. The Debt Guarantor is required to make any payment under the relevant Guarantee after receipt of a demand under and in terms of the relevant Guarantee and these Terms and Conditions. All payments under the relevant Guarantee will *pro tanto* discharge the Issuer of its corresponding obligations to the holders of the SA Secured Notes and/or the BW Secured Notes, as the case may be.
- 7.3. The relevant Guarantee will be deposited with, and be held by, the relevant Transfer Agent until the later of:
 - 7.3.1. the date on which the Programme is terminated by the Issuer; and
 - 7.3.2. the date on which all the obligations of the Issuer and the Debt Guarantor under or in respect of the SA Secured Notes and/or the BW Secured Notes, as the case may be, have been discharged in full.
- 7.4. Each holder of the SA Secured Notes and/or the BW Secured Notes, as the case may be, shall be entitled to require the relevant Transfer Agent to produce the original of the relevant Guarantee on request and further shall be entitled to require the relevant Transfer Agent, which shall be obliged, to provide a copy of the relevant Guarantee to that holder of the SA Secured Notes and/or BW Secured Notes, as the case may be, on request. In holding the relevant Guarantee, the relevant Transfer Agent does not act in any fiduciary or similar capacity for the SA Secured Notes and the BW Secured Notes, as the case may be, and it has not accepted any liability, duty or responsibility to Noteholders in this regard.

8. INTEREST

8.1. Fixed Rate Notes

- 8.1.1. Each Fixed Rate Note bears interest on its Outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement at the rate(s) per annum equal to the Fixed Rate of Interest so specified, payable in arrears on the Interest Payment Dates in each year up to and including the Maturity Date.
- 8.1.2. The first payment of interest will be made on the Interest Payment Date immediately

following the Interest Commencement Date.

- 8.1.3. Except as provided in the Applicable Pricing Supplement, the amount of interest payable per Note on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount, provided that:
 - 8.1.3.1. if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and
 - 8.1.3.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.
- 8.1.4. Interest will be calculated in accordance with the Interest Period as specified in the Applicable Pricing Supplement for JSE listed Fixed Rate Notes, however in any other instance, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such product by the applicable Day Count Fraction, as specified in the Applicable Pricing Supplement, and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half such Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

8.2. **Floating Rate Notes and Indexed Interest Notes**

8.2.1. ***Interest Payment Dates***

Each Floating Rate Note and Indexed Interest Note bears interest on its Outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement, and such interest will be payable in arrears on the Interest Payment Date(s) in each year specified in the Applicable Pricing Supplement. Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

8.2.2. ***Rate of Interest***

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Indexed Interest Notes will be determined in the manner specified in the Applicable Pricing Supplement.

8.2.3. ***Minimum and/or Maximum Rate of Interest***

If the Applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If the Applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

8.2.4. ***Determination of Rate of Interest and Calculation of Interest Amount***

The Calculation Agent, in the case of Floating Rate Notes and Indexed Interest Notes will at, or as soon as is practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the Interest Amount payable in respect of each Floating Rate Note and Indexed Interest Note in respect of each Specified Denomination for the relevant Interest Period, and the Calculation Agent shall notify the Issuer of the Rate of Interest for the relevant Interest Period as soon as is practicable after calculating the same. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half a Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

8.2.5. **ISDA Determination, Screen Rate Determination including fallback provisions**

Where ISDA Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph, **ISDA Rate** for an Interest Period means a rate equal to the Floating Amount (as defined in the ISDA Definitions) that would be determined by such agent as a notional under an Interest Rate swap transaction if that agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on ZAR-JIBAR-SAFEX or its equivalent in Botswana, as the case may be, the first day of that Interest Period; or (ii) in any other case, as specified in the Applicable Pricing Supplement.

For the purposes of the above sub-paragraph “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions and as are specified in the Applicable Pricing Supplement.

Where Screen Rate Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject to the provisions below, be either:

- (a) if the Relevant Screen Page is available,
 - (i) the offered quotation (if only one quotation appears on the screen page); or
 - (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage per annum) for the Reference Rate which appears on the Relevant Screen Page as at 11h00 (or as otherwise specified in the Applicable Pricing Supplement) (Johannesburg time or Gaborone, as the case may be) on the Interest Determination Date in question plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or

- (b) if the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears or, in the case of (ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal Johannesburg or Gaborone office (as the case may be) of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11h00 (Johannesburg time or Gaborone time, as the case may be) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or
- (c) if the Rate of Interest cannot be determined by applying the provisions of (a) and (b) above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the

rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately 11h00 (Johannesburg time or Gaborone time, as the case may be) on the relevant Interest Determination Date, deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the Johannesburg or Gaborone (as the case may be) inter-bank market plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate, quoted at approximately 11h00 (Johannesburg time or Gaborone time, as the case may be) on the relevant Interest Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8.2, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Applicable Pricing Supplement as being other than ZAR-JIBAR-SAFEX or its equivalent in Botswana, as the case may be, the Rate of Interest in respect of such Notes will be determined as provided in the Applicable Pricing Supplement.

8.2.6. **Notification of Rate of Interest and Interest Amount**

The Issuer will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be announced on SENS and notified to the JSE or the BSE, as the case may be, and the Relevant CSD and/or every other relevant exchange or authority as soon as possible after their determination but in any event no later than the 3rd (third) Business Day before the relevant Interest Payment Date. Each Interest Amount, Interest Payment Date or effective Rate of Interest, as the case may be, so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period or a change in the effective Rate of Interest. Any such amendment will be promptly notified to the JSE or the BSE, as the case may be, the Relevant CSD and/or every other relevant exchange or authority and to the Noteholders in accordance with Condition 18 (*Notices*) and at least 3 (three) Business Days prior to the relevant Interest Payment Date.

8.2.7. **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 8.2, by the Calculation Agent shall (in the absence of wilful deceit, bad faith or manifest error or proven error) be binding on the Issuer and all Noteholders and in the absence as aforesaid no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

8.3. **Dual Currency Notes**

In the case of Dual Currency Notes, the Interest Rate or Interest Amount payable shall be determined in the manner specified in the Applicable Pricing Supplement.

8.4. **Mixed Rate Notes**

Only unlisted Mixed Rate Notes may be issued under the Programme. The Interest Rate payable from time to time on Mixed Rate Notes shall be the Interest Rate payable on the form of interest-bearing Note (be it a Fixed Rate Note, Floating Rate Note, Index-Linked Note, Dual Currency Note or other Note) specified for each respective period, each as specified in the Applicable Pricing Supplement. During each such applicable period, the Interest Rate on the Mixed Rate Notes shall be determined and fall due for payment on the

basis that such Mixed Rate Notes are Fixed Rate Notes, Floating Rate Notes, Index-Linked Notes, Dual Currency Notes or other Notes, as the case may be.

8.5. **Accrual of Interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue at the Default Rate until the date on which all amounts due in respect of such Note have been paid, or, until the date on which the full amount of the money payable has been received by the Relevant CSD and/or the relevant Participants and notice to that effect has been given to Noteholders in accordance with Condition 18 (*Notices*).

8.6. **Business Day Convention**

If any Interest Payment Date (or other date), which is specified in the Applicable Pricing Supplement to be subject to adjustment in accordance with a Business Day Convention, would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

- (a) the **Floating Rate Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (i) such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day and (ii) each subsequent Interest Payment Date (or other date) shall be the last Business Day in the month which falls the number of months, or other period specified as the Interest Period in the Applicable Pricing Supplement, after the preceding applicable Interest Payment Date (or other date) has occurred; or
- (b) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- (c) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other such date) shall be brought forward to the first preceding Business Day; or
- (d) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day.

9. **PAYMENTS**

9.1. **General**

9.1.1. Payments of principal and/or interest on an Individual Certificate shall be made to the registered holder of such Note, as set forth in the Register on the close of business on the Last Day to Register (as specified in the Applicable Pricing Supplement). In addition to the above, in the case of a final redemption payment, the holder of the Individual Certificate shall be required, on or before the Last Day to Register prior to the Maturity Date, to surrender such Individual Certificate at the offices of the relevant Transfer Agent.

9.1.2. Payments of principal and/or interest in respect of uncertificated Notes will be made to the CSD, in the name of, and for the account of the holder (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, or the relevant Participants, as shown in the Register on the Last Day to Register pursuant to the Applicable Procedures, and the Issuer will be discharged of its payment obligations by proper payment to the CSD, in the name of, and for the account of, the holder (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, or the relevant Participants, in respect of each amount so paid. Each of the persons shown in the records of the Relevant CSD and the relevant Participants, as the case may be, shall look solely to the Relevant CSD or the relevant Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes.

9.2. **Method of Payment**

- 9.2.1. Payments will be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the Noteholder.
- 9.2.2. Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*).
- 9.2.3. If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer in accordance with the preceding paragraph (whether by reason of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make such payment by cheque marked “not transferable” (or by such number of cheques as may be required in accordance with applicable banking law and practice to make payment of any such amounts). Each such cheque shall be made payable to the relevant Noteholder or, in the case of joint Noteholders, the first one of them named in the Register.
- 9.2.4. Such payments by cheque shall be sent by post to the address of the Noteholder as set forth in the Register or, in the case of joint Noteholders, the address set forth in the Register of that one of them who is first named in the Register in respect of that Note. Cheques may be posted by ordinary post, provided that neither the Issuer, the Paying Agent, the CSD nor the Participant shall be responsible for any loss in transmission and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 9.2.
- 9.2.5. In the case of joint Noteholders with respect to Notes in certificated form, payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

9.3. **Payment Day**

Notwithstanding anything to the contrary contained in the Terms and Conditions, if the date for payment of any amount payable in respect of any Note is not a Business Day, then:

- 9.3.1. if an Applicable Business Day Convention is not specified in the Applicable Pricing Supplement, such date for payment shall be the following Business Day, and shall accrue up and until, but exclude the relevant Interest Payment Date, and be paid to the Noteholder on the relevant Interest Payment Date; and
- 9.3.2. if an Applicable Business Day Convention is specified in the Applicable Pricing Supplement, such date for payment shall be adjusted according to such Applicable Business Day convention, and shall accrue up and until, but exclude the relevant Interest Payment Date, and be paid to the Noteholder on the relevant Interest Payment Date.

9.4. **Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- 9.4.1. any additional amounts which may be payable with respect to principal under Condition 11 (*Taxation*);
- 9.4.2. the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;
- 9.4.3. the Optional Redemption Amount(s) (if any), as specified in the Applicable Pricing Supplement, of the Notes;
- 9.4.4. in relation to Instalment Notes, the Instalment Amounts;
- 9.4.5. in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 10.7.3); and

- 9.4.6. any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes, but excluding for the avoidance of doubt, interest.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 11 (*Taxation*).

10. REDEMPTION AND PURCHASE

10.1. Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer in the Specified Currency at its Final Redemption Amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement on the Maturity Date.

10.2. Redemption for Tax Reasons

Notes may be redeemed at the option of the Issuer at any time (in the case of Notes other than Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes having an Interest Rate then determined on a floating or indexed basis) or on any Interest Payment Date (in the case of Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes), on giving not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Noteholders prior to such redemption, in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

- 10.2.1. as a result of any change in, or amendment to, the laws or regulations of South Africa or Botswana, as the case may be, or any political sub-division of, or any authority in, or of, South Africa or Botswana, as the case may be, having power to tax, or any change or amendment which becomes effective after the relevant Issue Date, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 11 (*Taxation*); and
- 10.2.2. the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 (ninety) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Notes may be redeemed by the Issuer in accordance with this Condition 10.2 in whole or in part. Redemption in part may be effected by the Issuer:

- 10.2.2.1. notwithstanding that such partial redemption may not entirely avoid such obligation to pay additional amounts as provided for or referred to in Condition 11 (*Taxation*); and
- 10.2.2.2. *mutatis mutandis* in the manner described in Condition 10.3 (*Redemption at the option of the Issuer*), provided that the references to the giving of notice therein and to the Minimum Redemption Amount and the Higher Redemption Amount (both as specified in the Applicable Pricing Supplement) therein shall be disregarded for such purposes.

Notes redeemed for tax reasons pursuant to this Condition 10.2 will be redeemed at their Early Redemption Amount referred to in Condition 10.7 (*Early Redemption Amounts*), together (if appropriate) with interest accrued from (and including) the immediately preceding Interest Payment Date to (but excluding) the date of redemption or as specified in the Applicable Pricing Supplement.

10.3. Redemption at the option of the Issuer

- 10.3.1. If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Issuer may, having given not less than 30 (thirty) nor more than 60 (sixty) days' irrevocable notice to the Noteholders in accordance with Condition 18 (*Notices*), redeem all or some of the Notes (to which such Applicable Pricing Supplement relates) then Outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the Applicable Pricing Supplement, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

- 10.3.2. Any such redemption must be of a Nominal Amount equal to the Minimum Redemption Amount or a Higher Redemption Amount, both as indicated in the Applicable Pricing Supplement.
- 10.3.3. In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by Individual Certificates, and in accordance with the Applicable Procedures in the case of Redeemed Notes which are uncertificated, and in each case not more than 30 (thirty) days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**).
- 10.3.4. In the case of Redeemed Notes represented by Individual Certificates, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 18 (*Notices*) not less than 15 (fifteen) days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates Outstanding bears to the aggregate Nominal Amount of the Notes Outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal Amount of Redeemed Notes which are uncertificated shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 18 (*Notices*) at least 10 (ten) days prior to the Selection Date.
- 10.3.5. Holders of Redeemed Notes shall surrender the Individual Certificates, if any, representing the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Individual Certificates are redeemed, the relevant Transfer Agent shall deliver new Individual Certificates to the Relevant CSD or such Noteholders, as the case may be, in respect of the balance of the Notes.
- 10.4. **Redemption at the option of the Senior Noteholders**
- 10.4.1. If Senior Noteholders are specified in the Applicable Pricing Supplement as having an option to request the redemption of Senior Notes, such Senior Noteholders or the Relevant Trustee, as the case may be, exercise such option in respect of such Senior Notes by delivering to the relevant Transfer Agent, in accordance with Condition 18 (*Notices*), a duly executed notice (**Put Notice**), at least 30 (thirty) days but not more than 60 (sixty) days, prior to the Optional Redemption Date.
- 10.4.2. For redemption in part, the redemption amount specified in such Put Notice in respect of any such Senior Note must be of a principal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as indicated in the Applicable Pricing Supplement.
- 10.4.3. The redemption by the Senior Noteholders of uncertificated Senior Notes or the Relevant Trustee, as the case may be, shall take place in accordance with the Applicable Procedures.
- 10.4.4. The Issuer shall proceed to redeem the Senior Notes in respect of which such option has been exercised in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount and on the Optional Redemption Date, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).
- 10.4.5. In the event that the redeeming Senior Noteholder is the holder of an Individual Certificate, then such Senior Noteholder shall (attached to the Put Notice) deliver the Certificate to the relevant Transfer Agent for cancellation. A holder of an Individual Certificate shall, in that holder's Put Notice, specify a bank account into which the redemption payment amount is to be paid.
- 10.4.6. The delivery of Put Notices shall be required to take place during normal office hours to the Issuer and relevant Transfer Agent. Put Notices shall be available for inspection at the Specified Offices of the relevant Transfer Agent.

10.4.7. Any Put Notice given by a Senior Noteholder or, the Relevant Trustee, as the case may be, pursuant to this paragraph shall be irrevocable except where after giving the notice but prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such Senior Noteholder or the Relevant Trustee, as the case may be, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Senior Note forthwith due and payable pursuant to Condition 16 (*Events of Default*).

10.4.8. The Issuer shall have no liability to remedy any defects in any Put Notice or bring any such defects to the attention of any Noteholder.

10.5. **Redemption in the event of a Rating Downgrade**

The provisions of this Condition 10.5 (*Redemption in the event of a Rating Downgrade*) shall apply if specified as applicable in the Applicable Pricing Supplement.

10.5.1. If a Rating Downgrade (as defined below) occurs at any time while any Note remains Outstanding then the Issuer shall at the option of any Noteholder redeem all Notes held by such Noteholder at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) days of having received a Rating Downgrade Redemption Notice (as defined below) from the relevant Noteholder to redeem such Notes.

10.5.2. Promptly upon the Issuer becoming aware of a Rating Downgrade, the Issuer shall give notice to the Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the Rating Downgrade and the circumstances giving rise to it and the procedure for exercising the option contained in Condition 10.5.3.

10.5.3. Such option shall be exercisable by the relevant Noteholders by the delivery of a written notice (a **Rating Downgrade Redemption Notice**) to the Issuer at its registered office within 60 (sixty) days after the occurrence of a Rating Downgrade, unless prior to the delivery by that Noteholder of its Rating Downgrade Redemption Notice the Issuer gives notice to redeem the Notes.

10.5.4. For the purposes of this Condition 10.5:

(a) **Rating Downgrade** shall, in relation to the Issuer and/or the Programme, as the case may be, and/or where any Notes are rated by a Rating Agency, be deemed to have occurred if the rating assigned as at the Issue Date to the Issuer and/or the Programme and/or such Notes, as the case may be, by any Rating Agency is:

- (i) withdrawn; or
- (ii) downgraded by such Rating Agency by three or more Rating Notches;

(b) **Rating Notch** means the difference between one Rating and the Rating immediately below it, for example, from **BB+** to **BB** by the Rating Agency.

10.6. **Redemption in the event of a Change of Control**

The provisions of this Condition 10.6 (*Redemption in the event of a Change of Control*) shall apply if specified as applicable in the Applicable Pricing Supplement.

10.6.1. A **Change of Control Event** shall occur if at any time while any Note remains Outstanding:

- (a) a Change of Control occurs; and
- (b) within the Change of Control Period and in respect of that Change of Control:
 - (A) a Change of Control Rating Downgrade occurs in relation to the Issuer and/or the Programme and/or any Notes rated by a Rating Agency, as the case may be; or
 - (B) if, at the time the Change of Control occurs, the Issuer and/or the Programme and/or the Notes, as the case may be, are not so rated, a Negative Rating Event occurs.

10.6.2. Promptly upon the Issuer becoming aware that a Change of Control Event has occurred at any time while any Note remains Outstanding, the Issuer shall give notice (a "**Change of Control Notice**") to the relevant Class of Noteholders in accordance with Condition 18

(*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it. Upon the receipt of a Change of Control Notice, the relevant Class of Noteholders shall have the right to exercise an option, by way of Extraordinary Resolution, to require early redemption of the Notes and to convene a meeting of each relevant Class of Noteholders within 30 (thirty) days of the date on which the Issuer becomes aware of that Change of Control Event having occurred.

10.6.3. If a Class of Noteholders resolves, in accordance with Condition 20 (*Meetings of Noteholders*), by way of an Extraordinary Resolution passed at the meeting referred to in Condition 20, to require the redemption of the Notes of that Class of Noteholders as a consequence of the occurrence of the relevant Change of Control Event, then the Issuer shall redeem all of the Notes of that Class of Noteholders within 30 (thirty) days of the date on which such Extraordinary Resolution is passed (the **Mandatory Redemption Date**) at its Early Redemption Amount together with interest accrued to, but excluding, the Mandatory Redemption Date.

10.6.4. For the purposes of this Condition 10.6:

- (a) **Acting in Concert** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate Control of the Issuer;
- (b) a **Change of Control** shall be deemed to have occurred at each time that any person (**Relevant Person**) or person Acting in Concert, at any time directly or indirectly has unconditionally acquired Control of the Issuer, provided that a Change of Control shall not be deemed to have occurred if the shareholders of the Relevant Person are also, or immediately prior to the event which would otherwise constitute a Change of Control, were all of the shareholders of the Issuer;
- (c) **Change of Control Period** means, in relation to a Change of Control of the Issuer, the period commencing 60 (sixty) days prior to such Change of Control and ending 60 (sixty) days after such Change of Control;
- (d) a **Change of Control Rating Downgrade** shall, in relation to the Issuer and/or the Programme and/or where any Notes are rated by a Rating Agency, as the case may be, be deemed to have occurred in respect of a Change of Control if within the Change of Control Period the Rating previously assigned to the Issuer and/or the Programme and/or the Notes, by any Rating Agency is:
 - (i) withdrawn; or
 - (ii) changed from an Investment Grade Rating to a non-Investment Grade Rating; or
 - (iii) in the case of a non-Investment Grade Rating, downgraded by any Rating Agency by one or more Rating Notches,provided that no Change of Control Rating Downgrade shall have occurred if the Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, is substituted for an Investment Grade Rating by another Rating Agency;
- (e) **Control** of the Issuer means (A) the holding beneficially of more than 50% (fifty percent) of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), or (B) the power to cast, or control the casting of votes in respect of, such number of the shares in the issued share capital of the Issuer carrying more than 50% (fifty percent) of the total number of votes that may be cast at a general meeting of the members of the Issuer;
- (f) **Investment Grade Rating** means a national scale rating of **Baa3za** by Moody's, **zaBBB-** by S&P, **BBB-(RSA)** by GCR or its equivalent for the time being, or better;
- (g) a "**Negative Rating Event**" shall, in relation to Notes that are unrated and/or where no rating is assigned to the Issuer and/or the Programme, as the case may be, by a Rating Agency at the time a Change of Control occurs, be deemed to have occurred if:

- (i) the Issuer does not on or before the 60th (sixtieth) Business Day after the commencement of the Change of Control Period seek, and use all reasonable endeavours to obtain from a Rating Agency, a rating in respect of itself and/or the Programme and/or the Notes, as the case may be, that are not rated; or
 - (ii) if it does so seek and use such endeavours, it has not at the expiry of the Change of Control Period and as a result of such Change of Control obtained an Investment Grade Rating in respect of itself and/or the Programme and/or such Notes, as the case may be;
- (h) **Rating Notch** means the difference between one Rating and the Rating immediately below it, for example, from **BB+** to **BB** by the Rating Agency.

10.7. **Early Redemption Amounts**

For the purpose of Condition 10.2 (*Redemption for Tax Reasons*), Condition 10.3 (*Redemption at the option of the Issuer*), Condition 10.4 (*Redemption at the option of Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Rating Downgrade*), Condition 10.6 (*Redemption in the event of a Change of Control*) and/or Condition 16 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- 10.7.1. in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- 10.7.2. in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount; or
- 10.7.3. in the case of Zero Coupon Notes, at an amount (the **Amortised Face Amount**) equal to the sum of: (i) the Reference Price; and (ii) the product of the Implied 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 such Note becomes due and repayable, or
- 10.7.4. such other amount or method of calculation or the amount payable as is provided in the Applicable Pricing Supplement.

Where such calculation is to be made for a period which is not a whole number of years, it shall be calculated on the basis of actual days elapsed divided by 365 (three hundred and sixty five), or such other calculation basis as may be specified in the Applicable Pricing Supplement.

10.8. **Instalment Notes**

Instalment Notes will be redeemed at the Instalment Amounts and on the Instalment Dates. In the case of early redemption in accordance with Condition 10.2 (*Redemption for Tax Reasons*), Condition 10.5 (*Redemption in the event of a Rating Downgrade*) and Condition 10.6 (*Redemption in the event of a Change of Control*) or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.7 (*Early Redemption Amounts*).

10.9. **Partly Paid Notes**

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 10 (*Redemption and Purchase*) and the Applicable Pricing Supplement. In the case of early redemption in accordance with Condition 10.2 (*Redemption for Tax Reasons*), Condition 10.5 (*Redemption in the event of a Rating Downgrade*), Condition 10.6 (*Redemption in the event of a Change of Control*) or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.7 (*Early Redemption Amounts*).

10.10. **Exchangeable Notes**

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in the manner indicated in the Applicable Pricing Supplement. Exchangeable Notes in respect of which Mandatory Exchange is indicated in the Applicable

Pricing Supplement as applying, or upon the exercise by the Noteholder of the Noteholder's Exchange Right (if applicable), will be redeemed by the Issuer delivering to each Noteholder as many of the Exchange Securities as are required in accordance with the Exchange Price. The delivery by the Issuer of the Exchange Securities in the manner set out in the Applicable Pricing Supplement shall constitute the *in specie* redemption in full of such Notes.

10.11. **Purchases**

The Issuer or any of its Subsidiaries may at any time purchase Notes at any price in the open market or otherwise. Such Notes may, subject to Applicable Laws, be held, resold, or, at the option of the Issuer, surrendered to the relevant Transfer Agent for cancellation.

10.12. **Cancellation**

All Notes which have been redeemed will forthwith be cancelled. All Notes so cancelled shall be forwarded to the Issuer and cannot be re-issued or resold. Where only a portion of Notes represented by an Individual Certificate are cancelled, the relevant Transfer Agent shall deliver an Individual Certificate to such Noteholder in respect of the balance of the Notes.

10.13. **Late Payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 10 (*Redemption and Purchase*) or upon its becoming due and repayable as provided in Condition 16 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 10.7.3 as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of: (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and (ii) 5 (five) days after the date on which the full amount of the moneys payable has been received by the Relevant CSD, and notice to that effect has been given to the Noteholder in accordance with Condition 18 (*Notices*).

10.14. **Applicable Procedures**

The redemption and partial redemption of Beneficial Interests shall take place in accordance with the Applicable Procedures and the SA Financial Markets Act or the NBFIRA Act, as the case may be.

11. **TAXATION**

11.1. All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa, Botswana or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

11.2. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note:

11.2.1. held by or on behalf of a Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with South Africa or Botswana, as the case may be, other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or

11.2.2. presented for payment by or on behalf of, or held by, a Noteholder who could lawfully avoid (but has not so avoided) such withholding or deduction by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residency or other similar claim or filing for exemption to which such Noteholder is entitled to the relevant tax authority or Paying Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder); or

11.2.3. where such withholding or deduction is in respect of taxes levied or imposed on interest

or principal payments only by virtue of the inclusion of such payments in the taxable income (as defined in section 1 of the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Noteholder; or

- 11.2.4. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) days after the Relevant Date, except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day; or
 - 11.2.5. if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters; or
 - 11.2.6. where the Noteholder is entitled to claim a tax reduction, credit or similar benefit in respect of such withholding or deduction in terms of the Noteholder's domestic tax laws or applicable double tax treaty, and such tax reduction, credit or similar benefit is actually granted to the Noteholder.
- 11.3. Any reference in these Terms and Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

12. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES

12.1. Exchange of Beneficial Interests

- 12.1.1. The holder of a Beneficial Interest in Notes may, in terms of the Applicable Procedures and Applicable Laws, by written notice to the holder's nominated Participant (or, if such holder is a relevant Participant, the Relevant CSD), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate (the **Exchange Notice**). The Exchange Notice shall specify (i) the name, address and bank account details of the holder of the Beneficial Interest and (ii) the day on which such Beneficial Interest is to be exchanged for an Individual Certificate; provided that such day shall be a Business Day and shall fall not less than 30 (thirty) days after the day on which such Exchange Notice is given.
- 12.1.2. The holder's nominated relevant Participant will, following receipt of the Exchange Notice, through the Relevant CSD, notify the relevant Transfer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The relevant Transfer Agent will, as soon as is practicable but within 14 (fourteen) days after receiving such notice, in accordance with the Applicable Procedures, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 (fourteen) day period, to the holder of the Beneficial Interest at the Specified Office of the relevant Transfer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Individual Certificate in respect of that joint holding, and the delivery to one of those joint holders shall be delivery to all of them.
- 12.1.3. In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:
 - 12.1.3.1. the CSD (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, shall, prior to the Exchange Date, surrender (through the Relevant CSD system) such uncertificated SA Notes to the relevant Transfer Agent at its Specified Office; and
 - 12.1.3.2. the relevant Transfer Agent will obtain the release of such uncertificated SA Notes from the Relevant CSD in accordance with the Applicable Procedures.
- 12.1.4. An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of SA Notes of that aggregate Nominal Amount, and shall otherwise be in such form as may be agreed between the Issuer and the relevant Transfer Agent; provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple

thereof, such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

12.2. **Replacement**

If any Individual Certificate is worn-out, mutilated, defaced, stolen, destroyed or lost it may be replaced at the Specified Office of the relevant Transfer Agent, on payment by the claimant of such costs and expenses as may be incurred in connection therewith and the provision of such indemnity as the Issuer and the relevant Transfer Agent may reasonably require. Worn-out, mutilated or defaced Individual Certificates must be surrendered at the Specified Office of the relevant Transfer Agent before replacements will be issued.

12.3. **Death and sequestration or liquidation of Noteholder**

Any person becoming entitled to Registered Notes as a consequence of the death, sequestration or liquidation of the holder of such Notes may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 12.3, or of his title as the Issuer and the relevant Transfer Agent shall require, be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 12.3 and Condition 14.2 (*Transfer of Notes represented by Individual Certificates*), may transfer such Notes. The Issuer and (if applicable) the Relevant CSD and the relevant Participant shall be entitled to retain any amount payable upon the Notes to which any person is so entitled until such person shall be registered as aforesaid or until such time such Notes are duly transferred.

12.4. **Costs**

The costs and expenses of the printing, issue and delivery of each Individual Certificate and all taxes and governmental charges that may be imposed in relation to such Individual Certificate and/or the printing, issue and delivery of such Individual Certificate shall be borne by the holder of the Notes represented by that Individual Certificate. Separate costs and expenses relating to the provision of Individual Certificates and/or the transfer of Notes may be levied by other persons, such as a Participant, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer. The costs and expenses of the delivery of Individual Certificates and all taxes or governmental charges or insurance charges that may be imposed in relation to such mode of delivery shall be borne by the Noteholder.

13. **REGISTER**

13.1. **Registration of Notes issued in Certificated Form**

13.1.1. The Register of Noteholders in respect of Notes issued in certificated form:

13.1.1.1. shall be kept at the Specified Office of the relevant Transfer Agent and a copy thereof shall be made available for inspection by the registered Noteholders at the registered office of the Issuer or such other person as may be appointed for the time being by the Issuer to maintain the Register;

13.1.1.2. shall contain the names, addresses and bank account numbers of the registered Noteholders;

13.1.1.3. shall show the total Nominal Amount of the Notes held by Noteholders;

13.1.1.4. shall show the dates upon which each of the Noteholders was registered as such;

13.1.1.5. shall show the serial numbers of the Individual Certificates and the dates of issue thereof;

13.1.1.6. shall be open for inspection at all reasonable times during business hours on Business Days by any Noteholder or the Relevant Trustee, as the case may be, or any person authorised in writing by a Noteholder; and

13.1.1.7. shall be closed during the Books Closed Period.

13.1.2. The relevant Transfer Agent shall alter the Register in respect of any change of name, address or account number of any of the Noteholders of which it is notified.

13.1.3. Except as provided for in these Terms and Conditions or as required by law, in respect of

Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.

13.1.4. Except as provided for in these Terms and Conditions or as required by law, the Issuer shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Individual Certificate may be subject.

13.1.5. The Register maintained by the CSD in respect of Notes in uncertificated form in accordance with Applicable Laws and the Applicable Procedures will form part of the Register.

13.2. **Registration of Notes issued in Uncertificated Form**

13.2.1. The Uncertificated Securities Register of Noteholders in respect of Notes issued in uncertificated form will be administered by a Participant or the Relevant CSD as determined in accordance with Applicable Laws and/or the Applicable Procedures.

13.2.2. Subject to Applicable Laws and the Applicable Procedures, title to Beneficial Interests held by Noteholders through the Relevant CSD will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the Relevant CSD or the relevant Participants for such Noteholders. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.

13.2.3. The Participant, or the Relevant CSD, as the case may be, shall alter the Uncertificated Securities Register in respect of any change of name, address or account number of any of the Noteholders of uncertificated notes of which it is notified.

14. **TRANSFER OF NOTES**

14.1. **Transfer of Beneficial Interests in Notes held in the Relevant CSD**

14.1.1. Beneficial Interests may be transferred only in accordance with the Applicable Procedures through the Relevant CSD.

14.1.2. Transfers of Beneficial Interests to and from clients of relevant Participants occur by way of electronic book entry in the securities accounts maintained by the relevant Participants for their clients, in accordance with the Applicable Procedures.

14.1.3. Transfers of Beneficial Interests among relevant Participants occur through electronic book entry in the central securities accounts maintained by the Relevant CSD for the relevant Participants, in accordance with the Applicable Procedures.

14.2. **Transfer of Notes represented by Individual Certificates**

14.2.1. In order for any transfer of Notes represented by an Individual Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:

14.2.1.1. the transfer of such Notes must be embodied in a Transfer Form;

14.2.1.2. the Transfer Form must be signed by the registered Noteholder of such Notes and the transferee, or any Representatives of that registered Noteholder or transferee; and

14.2.1.3. the Transfer Form must be delivered to the relevant Transfer Agent at its Specified Office together with the Individual Certificate representing such Notes for cancellation.

14.2.2. Notes represented by an Individual Certificate may only be transferred, in whole or in part, in amounts of not less than the Specified Denomination (or any multiple thereof).

14.2.3. Subject to this Condition 14.2, the relevant Transfer Agent will, within 3 (three) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Notes represented by an Individual Certificate (or the relevant portion of such Notes) in the Register, and authenticate and deliver to the transferee at the relevant Transfer Agent's Specified Office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Notes transferred reflecting the Outstanding Nominal Amount of the Notes transferred.

14.2.4. Where a Noteholder has transferred a portion only of Notes represented by an Individual Certificate, the relevant Transfer Agent will authenticate and deliver to such Noteholder at

the relevant Transfer Agent's Specified Office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, at the risk of such Noteholder, a new Individual Certificate representing the balance of the Notes held by such Noteholder.

- 14.2.5. The transferor of any Notes represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 14.2.6. Before any transfer of Notes represented by an Individual Certificate is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the relevant Transfer Agent may reasonably require as to the identity and title of the transferor and the transferee.
- 14.2.7. No transfer of any Notes represented by an Individual Certificate will be registered whilst the Register is closed as contemplated in Condition 13 (*Register*).

If a transfer of any Notes represented by an Individual Certificate is registered in the Register, the Transfer Form and cancelled Individual Certificate will be retained by the relevant Transfer Agent.

In the event of a partial redemption of Notes under Condition 10.3 (*Redemption at the option of the Issuer*), the relevant Transfer Agent shall not be required in terms of Condition 10.3 (*Redemption at the option of the Issuer*), to register the transfer of any Notes during the period beginning on the 10th (tenth) day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

15. PRESCRIPTION

- 15.1. The SA Notes will become void unless presented for payment of principal within a period of three years after their redemption date.
- 15.2. The BW Notes will become void unless presented for payment of principal within a period of six years after their redemption date.

16. EVENTS OF DEFAULT

16.1. Senior Notes

Unless otherwise set out in the Applicable Pricing Supplement, if, for any particular Series of Senior Notes, one or more of the following events, or unless otherwise set out in the Applicable Pricing Supplement (**Events of Default**) shall have occurred and be continuing:

16.1.1. **Non-Payment**

the Issuer fails to pay any principal or interest due under the Senior Notes on its due date for payment thereof and any such failure continues for a period of 7 (seven) Business Days, after receiving written notice from any of the Senior Noteholders or the Relevant Trustee, as the case may be, demanding such payment; or

16.1.2. **Breach of Material Obligations**

the Issuer fails to perform or observe any of its other material obligations or undertakings (not specifically covered elsewhere in this clause 16.1) under or in respect of any of the Senior Notes and such failure continues for a period of 30 (thirty) calendar days after receipt by the Issuer of a notice from the Senior Noteholders or the Relevant Trustee, as the case may be, (in accordance with Condition 18 (*Notices*)) in respect of such failure specifying the failure and requesting the Issuer to remedy same; or

16.1.3. **Cross Default**

the Issuer or any Material Group Company, as the case may be, defaults in the payment of the principal or interest, or any obligations in respect of Material Indebtedness of, or assumed or guaranteed by the Issuer, or any Material Group Company, as the case may be, when and as the same shall become due and payable and where notice has been given to the Issuer or any Material Group Company, as the case may be, of the default and if such default shall have continued for more than the notice period (if any) applicable thereto and the time for payment of such interest or principal or other obligation has not been effectively extended or if any such obligations of, or assumed or

guaranteed by, the Issuer or any Material Group Company, as the case may be, shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of any event of default thereunder; or

16.1.4. ***Insolvency***

an order by any court of competent jurisdiction or authority for the liquidation, winding-up, dissolution or placement under supervision and commencement of business rescue proceedings of the Issuer or any Material Group Company, as the case may be, is made whether provisionally (and not dismissed or withdrawn within 30 (thirty) days thereof) or finally, or the Issuer or any Material Group Company, as the case may be, is placed under voluntary liquidation or curatorship or a meeting is convened to consider the passing of a resolution, or a resolution is passed, to authorise the implementation of any business rescue proceedings in respect of the Issuer or any Material Group Company, provided that no liquidation, curatorship, winding-up, dissolution or business rescue proceedings shall constitute an Event of Default if (i) the liquidation, winding-up, dissolution or business rescue proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the Letshego Group with any third party; or (ii) the liquidation, winding-up, dissolution or business rescue proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganization or other similar arrangement, the terms of which were approved by an Extraordinary Resolution of Noteholders before the date of the liquidation, winding-up, dissolution or business rescue proceedings; or

16.1.5. ***Insolvency Proceedings***

the Issuer or any Material Group Company, as the case may be, initiates or consents to judicial proceedings relating to itself under any applicable compromise with creditors, liquidation, winding-up, business rescue or insolvency or other similar laws or compromises or attempts to compromise, with its creditors generally (or any significant class of creditors) or any meeting of creditors is convened by the Issuer or any Material Group Company, as the case may be, to consider a proposal for an arrangement or compromise with its creditors generally (or any significant class of its creditors), save for any such initiation, consent, attempt or convening of a meeting which relates to the Issuer or any of its Material Group Companies and is for the purposes of an internal reconstruction or reorganisation within the Letshego Group; or

16.1.6. ***Consents, Approvals and Authorisations***

any action, condition or thing, including obtaining any consent, licence approval or authorisation now or in future necessary to enable the Issuer to comply with its respective obligations under the Notes is not fulfilled or in place or any such consent, licence, approval or authorisation is revoked, modified, withdrawn or withheld or ceases to be in full force and effect, resulting in the Issuer being unable to perform any of its respective payment or other obligations in terms of the Notes and the Issuer fails to take reasonable steps to remedy such circumstances within 14 (fourteen) Business Days of receiving written notice from the Noteholders demanding such remedy; or

16.1.7. ***Enforcement Proceedings***

if a person validly attaches in execution the whole or a material part of the undertaking or assets of the Issuer or any Material Group Company, as the case may be, or an execution or attachment or other process is validly levied, enforced upon, sued out or put in force against the whole or a material part of the undertaking or assets of any of them in both instances following a judgment against the Issuer or any Material Group Company, as the case may be, by a court of competent jurisdiction and such is not discharged within 30 (thirty) days; or

16.1.8. ***Cessation of business***

the Issuer disposes of all or a greater part of its assets or undertaking, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution of the Noteholders and/or save as may be required by or in accordance with any legislation or governmental directive; or

16.1.9. **Other**

any other Event of Default provided for such Series, as specified in the Applicable Pricing Supplement,

then any Senior Noteholder or the Relevant Trustee, as the case may be, may, by written notice to the Issuer at the registered office of the Issuer, effective upon the date of receipt thereof by the Issuer, declare the Senior Notes held by the Senior Noteholder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 10.7 (*Early Redemption Amount*)), together with accrued interest (if any) to the date of repayment, or as specified in the Applicable Pricing Supplement, provided that notwithstanding the taking of such action, although an amount will be due it may not be payable if the Issuer withholds or refuses to make any such payment in order to comply with any law or regulation of South Africa or Botswana or to comply with any order of a court of competent jurisdiction.

For the purposes of Condition 16.1.3 (*Cross Default*), any Indebtedness which is in a currency other than South African Rand, or Botswana Pula, as the case may be, shall be converted into South African Rand or Botswana Pula, as the case may be, at the spot rate for the sale of South African Rand or Botswana Pula, as the case may be, against the purchase of the relevant currency quoted by any leading bank of South Africa selected on the date of such Event of Default.

16.2. **Senior Secured Notes**

If, in addition to the Events of Default described in Condition 16.1 (*Events of Default – Senior Notes*), for any particular Series of SA Secured Notes or BW Secured Notes, as the case may be, one or more of the following events shall have occurred and be continuing:

16.2.1. **Security Enforced**

any mortgage, charge, pledge, lien or other Encumbrance, present or future, created or assumed by the Issuer or any Obligor becomes enforceable and any step is taken to enforce it against all or substantially all of the property or assets of the Issuer or any Obligor (including the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person); or

16.2.2. **Unlawfulness and Invalidity**

- 16.2.2.1. it is or becomes unlawful for an Obligor to perform any of its obligations under the Notes or any Transaction Security created or expressed to be created or evidenced by the Security Documents ceases to be effective; or
- 16.2.2.2. the Guarantees cease to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or it is alleged by a party to it (other than the Relevant Trustee or the Debt Guarantor) to be ineffective, or

16.2.3. **Creditors' Process**

any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of an Obligor or a Material Group Company having an aggregate value of ZAR25,000,000 (twenty-five million rand) (or its equivalent in any other currency or currencies) and is not discharged within 14 (fourteen) days of the applicable Obligor or Material Group Company becoming aware thereof.

16.2.4. **Failure to comply with Final Judgement**

the Issuer or any Obligor fails within 10 (ten) Business Days of the due date to comply with or pay any sum due from it under:

- 16.2.4.1. any final judgment or any final order (being a judgment or order which is not subject to any rescission or appeal and/or capable of being subject to any such rescission or appeal) made or given by any court of competent jurisdiction; or
- 16.2.4.2. any decision made by any competent competition authority or other regulatory authority; or

16.2.5. **Cessation of business**

the Issuer or any Obligor disposes of all or a greater part of its assets or undertaking, save for the purposes of reorganisation on terms previously approved by an Extraordinary Resolution of the Senior Secured Noteholders and/or save as may be required by or in accordance with any legislation or governmental directive,

then the Relevant Trustee may, by written notice to the Issuer at the registered office of the Issuer, effective upon the date of receipt thereof by the Issuer, declare the Senior Secured Notes held by such Senior Secured Noteholder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 10.7 (*Early Redemption Amount*)), together with accrued interest (if any) to the date of repayment, or as specified in the Applicable Pricing Supplement, provided that notwithstanding the taking of such action, although an amount will be due it may not be payable if the Issuer withholds or refuses to make any such payment in order to comply with any law or regulation of South Africa or Botswana or to comply with any order of a court of competent jurisdiction.

No Event of Default will occur under Condition 16.2.4, if the amount the Issuer or the relevant Obligor fails to pay pursuant to any final judgement, any final order or any final decision is less than ZAR10,000,000 (ten million rand) (or its equivalent in any other currency or currencies).

16.3. **Subordinated Notes**

16.3.1. If the Issuer defaults in relation to Subordinated Notes in the payment of any amount payable in respect of such Notes, and such default continues for a period of 7 (seven) Business Days after receiving written notice from any of the holders of Subordinated Notes, or if an Event of Default as contemplated in Condition 16.1.4 (Insolvency) occurs, any Noteholder of a Subordinated Note or, in respect of BW Subordinated Notes, the BW Unsecured Notes Trustee may, subject as provided below, at its discretion and without notice, institute such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under such Subordinated Notes, provided that the Issuer shall not be obliged, save in the case of liquidation, winding-up or business rescue proceedings, to pay any sum or sums sooner than the same would otherwise have been payable by it.

16.3.2. In the event of the winding-up, liquidation, whether finally or provisionally, or business rescue proceedings in respect of the Issuer, otherwise than for the purposes of an amalgamation, merger, consolidation or re-organisation not involving liquidation, winding-up or bankruptcy, then any Noteholder of Subordinated Notes or, in respect of BW Subordinated Notes, the BW Unsecured Notes Trustee may by written notice to the Issuer at its registered office, require that its Subordinated Notes are immediately due and repayable at their Early Redemption Amount together with the accrued interest to the date of payment, save that the Noteholders of Subordinated Notes or, in respect of BW Subordinated Notes, the BW Unsecured Notes Trustee may only receive payment once all the other creditors of the Issuer have been paid in full.

16.4. **Notification of Event of Default**

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders in accordance with Condition 18 (*Notices*), the Dealers, the JSE and the BSE in writing.

17. **CALCULATION AGENT, TRANSFER AGENT, PAYING AGENT AND ISSUER AGENT**

Any third party appointed by the Issuer as Calculation Agent, Transfer Agent, Paying Agent and Issuer Agent or otherwise shall act solely as the agents of the Issuer and does not assume any obligation towards or relationship of agency or trust for or with any Noteholders or the Relevant Trustee, save as otherwise agreed in the Relevant Trust Deed. The Issuer is entitled to vary or terminate the appointment of such agents and/or appoint additional or other agents and/or approve any change in the Specified Office through which any agent acts.

18. **NOTICES**

18.1. All notices to the holders of Notes represented by Individual Certificates shall be in writing and shall be sent by registered mail to the respective addresses of those Noteholders

appearing in the relevant Register or delivered by hand to the respective addresses of those Noteholders appearing in the relevant Register. Each such notice shall be deemed to have been received by the relevant Noteholder on the date on which such notice is sent by registered mail (if such notice is sent by registered mail) or the date of delivery (if such notice is delivered by hand).

- 18.2. Notwithstanding the provisions of Condition 18.1 for so long as all of the Notes in a Tranche are held in their entirety in the Relevant CSD, they may be substituted for the notice contemplated in Condition 18.1 by the delivery of the relevant notice to the SA CSD (in respect of SA Notes) or the CSDB (in respect of BW Notes), as the case may be, the relevant Participants and the JSE or the BSE, as the case may be, for communication by them to the holders of Beneficial Interests in such Notes in accordance with the Applicable Procedures. Each such notice will be deemed to have been received by the holders of Beneficial Interests within 24 hours of the day of delivery of such notice to the SA CSD (in respect of SA Notes) or the CSDB (in respect of BW Notes).
- 18.3. Any notice to the Issuer shall be deemed to have been received by the Issuer, if delivered to the registered office of the Issuer, on the date of delivery, and if sent by registered mail, on the 7th (seventh) day after the day on which it is sent. The Issuer may change its registered office upon prior written notice to a Class of Noteholders specifying such new registered office.
- 18.4. For so long as any of the Notes are uncertificated, notice may be given by any holder of an uncertificated Note to the Issuer via the relevant Settlement Agent in accordance with the Applicable Procedures, in such manner as the Issuer and the relevant Participants may approve for this purpose.

19. **AMENDMENT OF THESE CONDITIONS**

- 19.1. These Terms and Conditions set out all the rights and obligations relating to the Notes and, subject to the further provisions of this Condition 19, no addition, variation or consensual cancellation of these Terms and Conditions shall be of any force or effect unless the JSE or BSE (as the case may be) have been notified and the amendments have been reduced to writing and signed by or on behalf of the Issuer, the Noteholders or the Relevant Trustee, as the case may be.
- 19.2. The Issuer may effect, without the consent of the Noteholders or the relevant Class of Noteholders or the Relevant Trustee, as the case may be, any modification of the Terms and Conditions, and/or the Applicable Pricing Supplement(s) and/or the Guarantees which is of a technical nature (including an increase in the Programme Amount and the Guarantee size) or is made to correct a manifest error or to comply with mandatory provisions of any Applicable Laws. No prior approval of the JSE or BSE (as the case may be) or such other Financial Exchange, as the case may be, is required, however the Issuer must provide the amended document, including any supplement immediately to the JSE or BSE (as the case may be) after amendment and release an announcement on SENS and X News providing a summary of the amendments and where the amended document or supplement will be available for the inspection. Any such modification shall be binding on the Noteholders or the relevant Class of Noteholders, as the case may be, and any such modification shall be communicated to the Noteholders or the relevant Class of Noteholders in accordance with Condition 18 (*Notices*) as soon as is practicable thereafter.
- 19.3. In relation to:
- 19.3.1. matters set out in Condition 19.4, subject to the prior conditional formal approval of the JSE and/or the BSE and with the prior sanction of Noteholders or the relevant Class of Noteholders holding not less than 90% (ninety percent) of the Notes Outstanding from time to time (whether by way of a resolution at a properly convened meeting of Noteholders or in writing); and
- 19.3.2. all other matters, other than matters set out in Condition 19.4, the Issuer may, subject to the prior conditional formal approval of the JSE and/or BSE and with the prior sanction of an Extraordinary Resolution of Noteholders or the relevant Class of Noteholders, as the case may be,

amend these Terms and Conditions and/or the Applicable Pricing Supplements(s), provided that no such amendment shall be of any force or effect unless notice of the intention to

make such amendment shall have been given to the relevant Trustee, all Noteholders, the JSE and/or the BSE and Strate in terms of Condition 18 (*Notices*).

- 19.4. Without derogating from any powers conferred on any other persons by these Terms and Conditions, but subject to the provisions of the Security Sharing Agreement and the prior conditional formal approval of the JSE and/or BSE, the Noteholders holding not less than 90% (ninety percent) of the Notes Outstanding from time to time shall be entitled (whether by way of a resolution at a properly convened meeting of Noteholders or in writing) to consent to any amendment, variation or modification to any provisions of these Terms and Conditions and any of the Security Documents which has the effect of:
- 19.4.1. increasing or decreasing any amount of any capital, interest, fees or commission payable by any Obligor under these Terms and Conditions and any of the Security Documents;
 - 19.4.2. changing the method of calculation of interest, fees or commission payable to any Noteholder under these Terms and Conditions and any of the Security Documents and which has the effect of increasing or decreasing such interest, fees or commission;
 - 19.4.3. amending the date of maturity of any Note;
 - 19.4.4. amending, modifying or varying the nature or scope of any guarantee or indemnity granted pursuant to the Relevant Trust Deed or any Security Document, the Transaction Security or the manner in which the proceeds of enforcement of the Transaction Security are distributed (except, insofar as it relates to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under these Terms and Conditions or the Relevant Trust Deed);
 - 19.4.5. the release of any guarantee or indemnity granted pursuant to the Relevant Trust Deed or any Security Document or the release of any Transaction Security, unless permitted under these Terms and Conditions or the Relevant Trust Deed or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under these Terms and Conditions or the Relevant Trust Deed;
 - 19.4.6. any amendment, modification or variation to the Security Sharing Agreement which has the effect of amending the thresholds, or the method to determine the thresholds, required to take any enforcement action under Security Documents or the method of instructing the Enforcement Agent to take any enforcement action under the Security Sharing Agreement; or
 - 19.4.7. change the currency of payment of the Notes or the due date or dates for any payment in respect of the Notes.

20. MEETINGS OF NOTEHOLDERS / CONSENT PROCESS

20.1. Convening of meetings

- 20.1.1. The Issuer may at any time convene a meeting of Noteholders or a relevant Class of Noteholders (a **meeting** or the **meeting**).
- 20.1.2. The Issuer shall convene a meeting upon the requisition in writing of the holders of at least 10% (ten percent) of the aggregate Nominal Amount Outstanding of the Notes (**requisition notice**).
- 20.1.3. Whenever the Issuer wishes or is required to convene a meeting, it shall forthwith give notice in writing to the Noteholders or a relevant Class of Noteholders as specified in Condition 19.4 (*Consent Notices*)
- 20.1.4. Unless otherwise provided in the Issuer's constitutive documents, all meetings of Noteholders or a relevant Class of Noteholders shall be held in:
 - 20.1.4.1. Johannesburg in respect of SA Notes; or
 - 20.1.4.2. Gaborone in respect of BW Notes.
- 20.1.5. Any director or duly authorised representative of the Issuer, and any other person authorised in writing by the Issuer, may attend and speak at a meeting of Noteholders or a relevant Class of Noteholders, but shall not be entitled to vote, other than as a proxy (as defined below) or duly authorised representative of a Noteholder.

20.2. **Requisition**

- 20.2.1. A requisition notice shall state the nature of the business for which the meeting is to be held and shall be deposited at the registered office of the Issuer.
- 20.2.2. A requisition notice may consist of several documents in like form, each signed by one or more requisitionists.

20.3. **Convening of meetings by requisitionists**

If the Issuer does not proceed to cause a meeting to be held within a reasonable period of time after the deposit with the company secretary of the Issuer of a requisition notice, requisitionists who together hold not less than 10% (ten percent) of the aggregate Nominal Amount Outstanding of the Notes for the time being (unless a lower percentage is specified in the Issuer's constitutive documents), may themselves convene the meeting, provided that such meeting so convened shall be held within 60 (sixty) days from the date of delivery of the requisition notice and shall be convened as nearly as possible in the same manner as that in which meetings may be convened by the Issuer. Notice of the meeting shall be required to be given to the Issuer.

20.4. **Consent Notices**

- 20.4.1. Unless all Noteholders or all the holders of a relevant Class of Noteholders are present at the meeting and vote to waive the minimum notice period, a minimum of at least 15 (fifteen) Business Days written notice specifying the place, Day, and time and record date of the proposed meeting and the nature of the business for which the meeting is to be transacted there at shall be given by the Issuer to the Noteholders or a relevant Class of Noteholders. The notice shall also specify the percentage of voting rights that will be required for the proposed resolution to be adopted and the form of the proposed resolution, and shall include a statement to the effect that Noteholders may appoint proxies (who need not also be Noteholders) and that the participants at the meeting need to provide satisfactory identification. Such notice is required to be given in accordance with Condition 18 (*Notices*).
- 20.4.2. In the case of a written resolution, the notice to Noteholders or a Class of Noteholders, as the case may seem, must include the proposed resolutions to be passed, the record date, any restrictions on voting as provided for in these Terms and Conditions, the last date on which a Noteholder may submit its written vote as well as the address where the vote must be submitted.

20.5. **Quorum**

- 20.5.1. At any meeting, one or more Noteholders or a relevant Class of Noteholders, as the case may be, present in person or by proxy and holding in aggregate not less than 25% (twenty five percent) of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting (unless otherwise provided in the Issuer's constitutive documents), shall form a quorum for the transaction of business. If there are more than two Noteholders, then the meeting may not begin until at least three Noteholders are present at the meeting.
- 20.5.2. No business shall be transacted at a meeting of Noteholders or any relevant Class of Noteholders unless a quorum is present at the time when the meeting proceeds to business.
- 20.5.3. Unless otherwise provided in the Issuer's constitutive documents, if, within one hour from the time fixed for the meeting, a quorum is not present, (i) for the meeting to take place, then the meeting shall stand adjourned for one week, or (ii) for the matter to be considered, then the meeting shall be postponed to a later time in the meeting unless there is no other business on the agenda for the meeting, in which case the meeting shall stand adjourned for one week.
- 20.5.4. The chairman may extend the one hour limit for a reasonable period on the grounds that (a) exceptional circumstances affecting weather or transportation have generally impeded or are generally impeding the ability of the Noteholders to be present at the meeting or (b) one or more particular Noteholders, having been delayed, have communicated an intention to attend the meeting, and those Noteholders, together with others in attendance, would satisfy the quorum requirements for the meeting or the

matter to be considered. The Issuer is not required to give further notice of a meeting that has been postponed or adjourned unless the location of the meeting has changed. If at the time appointed for a postponed meeting to begin or an adjourned meeting to resume, the requirements for a quorum have not been satisfied, the Noteholders present in person or by proxy will be deemed to constitute a quorum.

20.6. Chairman

The chairman of the meeting shall be appointed by the Issuer.

20.7. Adjournment

20.7.1. A meeting, or the consideration of any matter at the meeting, may be adjourned from time to time without further notice, on a motion supported by Persons entitled to exercise, in aggregate, the majority of the voting rights held by all of the Persons who are present at the meeting at the time and that are entitled to be exercised on at least one matter remaining on the agenda of the meeting or on the matter under consideration. Such adjournment may be to a fixed time and place or until further notice (in such case, the notice must then be provided to the Noteholders timeously).

20.7.2. A meeting may not be adjourned beyond the earlier of (i) the date falling 120 (one hundred and twenty) Business Days after the record date or (ii) the date falling 60 (sixty) Business Days after the date on which the adjournment occurred (unless otherwise provided in the Issuer's constitutive documents).

20.7.3. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20.8. How questions are decided

20.8.1. At a meeting, a resolution put to the vote shall be decided on by a poll unless, before or on the declaration that such meeting will be conducted by a poll, a vote by show of hands, is demanded by the chairman or by any one of the Noteholders present in person or by proxy.

20.8.2. Unless a vote by show of hands is demanded, a declaration by the chairman that on a poll a resolution has been carried, or carried by a particular majority, or lost, shall be conclusive evidence of that fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

20.8.3. A polled vote must be held on a particular matter to be voted on at a meeting if a demand for a polled vote is made by (i) at least five persons having the right to vote on the matter either in person or as proxy of the Noteholder or (ii) a person who is, or persons who together are, entitled to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter.

20.8.4. In the case of an equality of votes, whether on a poll or a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to the vote, if any, to which he is entitled.

20.9. Votes

20.9.1. Noteholders of senior unsecured Notes or Subordinated Notes, as the case may be, shall vote only in matters directly affecting their respective rights under the Programme, as the case may be. Similarly, Noteholders of Senior Secured Notes shall vote only in matters directly affecting their rights under the Programme.

20.9.2. On a show of hands every Noteholder present in person shall have one vote. On a poll every Noteholder, present in person or by proxy, shall have one vote for each ZAR1,000,000 (One Million Rand) of the Nominal Amount Outstanding of the Notes held by him. The joint holders of Notes shall have only one vote on a show of hands and one vote on a poll for each ZAR1,000,000 (One Million Rand) of the Nominal Amount Outstanding of the Notes of which they are the registered holder and the vote may be exercised only by that holder present whose name appears first on the Register in the event that more than one of such joint holders is present in person or by proxy at the meeting. The Noteholder in respect of uncertificated Notes shall vote at any such meeting on behalf of the holders of Beneficial Interests in such Notes in accordance with

the instructions to the CSD from the holders of Beneficial Interests conveyed through the Settlement Agents in accordance with the Applicable Procedures.

20.9.3. Notwithstanding anything to the contrary contained herein, any Noteholder that is the Issuer or any of its Subsidiaries shall not be entitled to vote.

20.10. **Proxies and representatives**

20.10.1. Noteholders or a Class of Noteholders may:

21.10.1.1 present in person; or

21.10.1.2 through any appointed person (a **proxy**), by an instrument in writing (a **form of proxy**) in the form annexed to the notice convening the meeting, signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer or a duly authorised officer of the corporation,

vote on a poll.

20.10.2. A person appointed to act as proxy need not be a Noteholder.

20.10.3. The form of proxy shall be deposited at the registered office of the Issuer or at the office where the relevant Register is kept or at such other office as the Issuer may determine not less than 24 (twenty four) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such form of proxy proposes to vote, or the chairman decides otherwise and in default, the proxy shall be invalid.

20.10.4. No form of proxy shall be valid after the expiration of 12 (twelve) months from the date named in it as the date of its execution.

20.10.5. A proxy shall have the right to demand or join in demanding a poll.

20.10.6. Notwithstanding Condition 20.10.4 the form of proxy shall be valid for any adjourned meeting, unless the contrary is stated thereon.

20.10.7. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the proxy or of the authority under which the form of proxy was executed or the transfer of Notes in respect of which the proxy was given, provided that no intimation in writing of such death, incapacity or revocation shall have been received by the Issuer at the office of the relevant Transfer Agent more than, and that the transfer has been given effect to less than, 12 (twelve) hours before the commencement of the meeting or adjourned meeting at which the proxy is to be used.

20.10.8. Any Noteholder which is a corporation may by resolution of its directors or other governing body authorise any person to act as its representative in connection with any meeting or proposed meeting of a Class of Noteholders. Any reference in this Condition 20 (*Meetings of Noteholders/Consent Process*) to a Noteholder present in person includes such a duly authorised representative of a Noteholder.

20.11. **Minutes**

20.11.1. The Issuer shall cause minutes of all resolutions and proceedings of meetings to be duly entered in the minute books of the Issuer.

20.11.2. Any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting, shall be receivable in evidence without any further proof, and until the contrary is proved, a meeting of Noteholders in respect of the proceedings of which minutes have been so made shall be deemed to have been duly held and convened and all resolutions passed thereat, or proceedings held, to have been duly passed and held.

20.12 **Mutatis mutandis application**

The provisions of this Condition 20 (*Meetings of Noteholders/Consent Process*) shall apply *mutatis mutandis* to the calling and conduct of meetings on an individual Tranche, Series or Class of Noteholders, as the case may be.

21. ENTITLEMENT OF THE TRUSTEE

21.1. In addition to the below, all references to notice to the Noteholders and rights and/or discretions to be exercised by the Noteholders shall be deemed to be references to notice to the Relevant Trustees and the Noteholders rights and/or discretions to be exercised by the Relevant Trustee acting in accordance with the instructions of the relevant majority of Noteholders or such other persons as prescribed in relation to any particular matter under the Relevant Trust Deed, as the case may be.

21.2. In connection with the exercise of its functions, the Relevant Trustee shall have regard to the interests of the Senior Secured Noteholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Senior Secured Noteholders resulting from them being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Relevant Trustee shall not be entitled to require, nor shall any Senior Secured Noteholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Senior Secured Noteholders.

21.3. Acceleration and enforcement

21.3.1. The Relevant Trustee shall only take any proceedings against the Issuer or enforce the provisions of the Senior Secured Notes and the Transaction Security (i) in accordance with the provisions of the Security Sharing Agreement and the Relevant Trust Deed, (ii) once so directed by an Extraordinary Resolution of Senior Secured Noteholders, and (ii) once it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

21.3.2. No Noteholder of SA Secured Notes or BW Secured Notes, as the case may be, shall be entitled to proceed directly against the Issuer or the Debt Guarantor unless the Relevant Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

21.4. The Trustee

Each Relevant Trust Deed contains provisions for the indemnification of the Relevant Trustee and for its relief from responsibility, including relieving it from taking proceedings unless indemnified and/or secured and/or prefunded to its satisfaction. The Relevant Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit. The Relevant Trustee may rely without liability to Senior Secured Noteholders on a report, confirmation or certificate or any advice of any accountants, financial advisers or investment bank, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Relevant Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Relevant Trustee shall be obliged to accept and be entitled to rely on any such report, confirmation or certificate or advice where the Issuer procures delivery of the same pursuant to its obligation to do so under any provision of these Conditions or the Trust Deed and such report, confirmation or certificate or advice shall be binding on the Issuer, the Relevant Trustee and the Senior Secured Noteholders in the absence of manifest error.

22. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes.

23. GOVERNING LAW

The Terms and Conditions of the SA Notes are governed by, and will be construed in accordance with the laws of South Africa in force from time to time and the Terms and Conditions of the BW Notes are governed by, and will be construed in accordance with, the laws of Botswana, in force from time to time, unless otherwise set out in the Applicable Pricing Supplement.

USE OF PROCEEDS

Capitalised terms used in this section headed “Use of Proceeds” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

For purposes of the SA Commercial Paper Regulations it is recorded that the “*Ultimate Borrower*”, as defined in the SA Commercial Paper Regulations, of the net proceeds from each Tranche of SA Notes will be the Issuer, unless otherwise indicated in the Applicable Pricing Supplement.

The proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

TERMS AND CONDITIONS OF THE GUARANTEE IN RESPECT OF THE SA TRUSTEE

GUARANTEE

1. PARTIES

This Guarantee is granted by:

1.1 FEDROX (PROPRIETARY) LIMITED (as Guarantor);

in favour of:

1.2 TMF CORPORATE SERVICES (SOUTH AFRICA) PROPRIETARY LIMITED.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

2.1.1 **Business Day** means any day (other than a Saturday, Sunday or an official public holiday in Botswana) on which banks are generally open for business in Botswana;

2.1.2 **Counter Indemnity Agreement** means the written agreement entitled '*Counter Indemnity Agreement*' concluded or to be concluded between the Obligors and the Debt Guarantor on or about the Signature Date and pursuant to which each of the Obligors jointly and severally indemnify and hold the Debt Guarantor harmless in respect of claims made against the Debt Guarantor under the Debt Guarantees;

2.1.3 **Debt Guarantees** has the meaning given to it in the Security Sharing Agreement;

2.1.4 **Debt Guarantor** means Fedrox (Proprietary) Limited, a company duly incorporated according to the company laws of Botswana with registration number CO 2012/8278;

2.1.5 **Guarantee** means the debt guarantee granted in terms of this agreement;

2.1.6 **Guaranteed Obligations** means all present and future moneys and liabilities (whether actual or contingent) which are now, or which may hereafter become, owing by the Obligors, or any of them, to the SA Trustee in respect of the SA Secured Notes, including interest or default interest accruing thereon in accordance with the terms of the SA Secured Notes, together with all damages, and all costs, charges and expenses reasonably incurred by the SA Trustee in connection with the breach by the Obligors, or any of them, in respect of the SA Secured Notes and which the SA Trustee is entitled to recover from the Obligors, or any of them, in respect of the SA Secured Notes, including all items which would be Guaranteed Obligations but for the winding up, absence of legal personality or incapacity of the Obligors, or any of them, or any statute of limitation and a reference to **Guaranteed Obligation** shall be to any one or more of the Guaranteed Obligations as the context requires;

2.1.7 **Guarantor** means the Debt Guarantor;

2.1.8 **Letshego Holdings** means Letshego Holdings Limited, a company duly incorporated according to the company laws of Botswana with registration number 1998/442;

2.1.9 **Obligors** means the '*Obligors*' as defined in the Security Sharing Agreement and **Obligor** means, as the context requires, any one of them;

2.1.10 **Parties** means:

2.1.10.1 the Guarantor; and

2.1.10.2 the SA Secured Notes Trustee (acting for the benefit of holders of the SA Secured Notes),

and **Party** means, as the context requires, any one of them;

2.1.11 **Programme** means the Letshego Holdings Limited ZAR2,500,000,000 and BWP2,500,000,000 Medium Term Note Programme under which Letshego Holdings may from time issue notes, including the BW Secured Notes;

- 2.1.12 **SA Secured Notes** means senior secured notes, whether listed or unlisted issued from time to time under the Programme in South Africa;
- 2.1.13 **SA Secured Notes Trustee** means TMF Corporate Services (South Africa) Proprietary Limited, a private company duly incorporated under the laws of South Africa, with registration number 2006/013631/07;
- 2.1.14 **Security Sharing Agreement** means the written agreement entitled "*Security Sharing Agreement*" concluded or to be concluded amongst, *inter alia*, the Obligors, the Guarantor, the SA Secured Notes Trustee and the Secured Creditors (as defined therein) in or about November 2012;
- 2.1.15 **Signature Date** means the date of the signature of the Party last signing this Guarantee in time; and
- 2.1.16 **Transaction Security** means the '*Transaction Security*' as defined in the Security Sharing Agreement.
- 2.2 Any reference in this Guarantee to:
- 2.2.1 an **amendment** includes a supplement, novation or re-enactment and **amended** is to be construed accordingly;
- 2.2.2 **authority** means any government or governmental, administrative, fiscal or judicial authority, body, court, department, commission, tribunal, registry or any stated owned or controlled authority which principally performs governmental functions;
- 2.2.3 **continuing**, in the context of a default, means that such default has not been remedied or waived within any applicable grace period;
- 2.2.4 the words **including** and **in particular** are used by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any of the preceding words;
- 2.2.5 **law** shall be construed as any law (including statutory, common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order, other legislative measure, directive, requirement of any government, supranational, local government, statutory or regulatory or self-regulatory or similar body or authority or court and the common law, as amended, replaced, re-enacted, restated or reinterpreted from time to time;
- 2.2.6 the words **other** and **otherwise** shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible;
- 2.2.7 a **person** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- 2.2.8 a **regulation** means any regulation, rule, official directive of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 2.2.9 **repay** (or any derivative form of that word) includes **prepay** (or any derivative form of that word); and
- 2.2.10 **security interest** means any mortgage, pledge, lien, charge, assignment, cession, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.
- 2.3 Unless inconsistent with the context or save where the contrary is expressly indicated in this Guarantee:
- 2.3.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in an interpretation clause, effect shall be given to it as if it were a substantive provision of this Guarantee;
- 2.3.2 when any number of days is prescribed in this Guarantee, same shall be reckoned inclusively of the first and exclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding

- Business Day;
- 2.3.3 in the event that the day for payment of any amount due in terms of this Guarantee should fall on a day which is not a Business Day, the relevant day for payment shall be the immediately succeeding Business Day;
- 2.3.4 in the event that the day for performance of any obligation (other than a payment obligation) to be performed in terms of this Guarantee should fall on a day which is not a Business Day, the relevant day for performance shall be the immediately succeeding Business Day;
- 2.3.5 any reference in this Guarantee to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;
- 2.3.6 any reference in this Guarantee or any other agreement or document shall be construed as a reference to this Guarantee or, as the case may be, such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 2.3.7 except as expressly provided for in this Guarantee, no provision of this Guarantee constitutes a stipulation for the benefit of any person who is not a Party to this Guarantee;
- 2.3.8 a reference to a Party includes that Party's lawful successors-in-title and permitted assigns;
- 2.3.9 where any Party is required to provide any consent or approval or agree to the actions of any other Party, the request for such consent or approval or agreement shall be in writing and such consent or approval or agreement shall be in writing and shall not be unreasonably withheld or delayed;
- 2.4 The headings to the clauses of this Guarantee are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Guarantee nor any clause thereof.
- 2.5 Unless inconsistent with the context, an expression in this Guarantee which denotes:
- 2.5.1 any one gender includes the other genders;
- 2.5.2 a natural person includes an artificial person and vice versa; and
- 2.5.3 the singular includes the plural and vice versa.
- 2.6 Where any term is defined within the context of any particular clause in this Guarantee, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Guarantee, notwithstanding that that term has not been defined in any interpretation clause.
- 2.7 The rule of construction, in the event of ambiguity, that the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Guarantee.
- 2.8 This Guarantee shall to the extent permitted by applicable law be binding on and enforceable by the administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Guarantee in the first instance and reference to any Party shall be deemed to include such Party's administrators, trustees, permitted assigns or liquidators, as the case may be.
- 2.9 The use of any expression in this Guarantee covering a process available under South African law such as winding-up (without limitation *eiusdem generis*) shall, if any of the Parties to this Guarantee is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.10 Where figures are referred to in numerals and in words in this Guarantee, if there is any conflict between the two, the words shall prevail.
- 2.11 No prior drafts of any agreement or any term sheet shall be admissible as evidence in any proceedings brought to determine any dispute arising out of this Guarantee between the

Parties.

3. INTRODUCTION

3.1 The Guarantor has agreed to guarantee to the SA Secured Notes Trustee the due and full performance by the Obligors, or any of them, of the Guaranteed Obligations on the terms and conditions set out in this Guarantee.

3.2 The Obligors have agreed to enter into the Counter Indemnity Agreement and to provide and to procure the provision of certain security interests in favour of the Debt Guarantor as security for their obligations to the Debt Guarantor under and in terms of the Counter Indemnity Agreement.

4. GUARANTEE

4.1 Guarantee

The Guarantor hereby, (as principal obligor and not merely as surety), irrevocably, unconditionally and on the basis of a severable and discrete obligation enforceable against the Guarantor whether or not any or all of the Guaranteed Obligations are enforceable against the Obligors, or any of them, in respect thereof:

4.1.1 guarantees to the SA Secured Notes Trustee the full, prompt and complete payment of all the Guaranteed Obligations when and as the same shall become due; and

4.1.2 undertakes to the SA Secured Notes Trustee that if and each time the Obligors, or any of them, are in default in the payment of the Guaranteed Obligations or any of them in accordance with the terms of the SA Notes and to the extent applicable has failed to remedy such default within any grace period provided under the SA Secured Notes, the Guarantor will, on first written demand from SA Secured Notes Trustee, pay all sums which may be payable in respect thereof as if the Guarantor instead of the Obligors, or any of them, was expressed to be the primary obligor in respect thereof, together with interest or default interest thereon as specified in respect of the SA Secured Notes.

4.2 Ultimate Balance

This Guarantee shall commence on the Signature Date and shall be a continuing security and shall remain in force until the unconditional and irrevocable payment or fulfilment of the Guaranteed Obligations, notwithstanding any intermediate payment in part of the Guaranteed Obligations and shall apply to the ultimate balance thereof.

4.3 Reinstatement

Where any discharge (whether in respect of any amounts hereby guaranteed under this Guarantee, any other security for the Guaranteed Obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition, which discharge or arrangement is avoided or must be repaid on winding-up or repaid otherwise without limitation, the liability of the Guarantor under this Guarantee shall continue as if there had been no such discharge or arrangement.

4.4 Waiver of Defences

4.4.1 The liability of the Guarantor hereunder in respect of the Guaranteed Obligations shall not be prejudiced, affected or diminished by any act, omission, circumstance, matter or thing which but for this provision might operate to reduce, release or otherwise exonerate the Guarantor from its obligations hereunder in whole or in part, including, whether or not known to the Guarantor and without limitation:

4.4.1.1 any time, consent or waiver granted to or composition with the Obligors, or any of them, or any other person; or

4.4.1.2 the variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against the Obligors or any other person; or

4.4.1.3 any variation of or extension of the due date for performance of any term of any agreement in connection with the Guaranteed Obligations (with the intent that the Guarantor's obligations in respect of the Guaranteed Obligations shall apply to such term as varied or in respect of the extended due date) or any increase, reduction,

- exchange, acceleration, renewal, surrender, release or loss of or failure to perfect any of the Guaranteed Obligations or any security therefor or any non-presentment or non-observance of any formality in respect of any instruments; or
- 4.4.1.4 the winding-up or any change in the name or constitution of the Obligors, the Guarantor, the SA Secured Notes Trustee or any other person; or
- 4.4.1.5 any legal limitation, disability, incapacity or other circumstances relating to the Obligors or any other person or any amendment or supplement to or variation of the SA Secured Notes; or
- 4.4.1.6 any irregularity, illegality, unenforceability or invalidity of any of the SA Secured Notes or the obligations of any other person or present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise affect such obligations.
- 4.4.2 The SA Secured Notes Trustee shall not be concerned to see or investigate the powers or authorities of the Obligors or their officers or agents, and Guaranteed Obligations incurred in the purported exercise of such powers or authorities or by any person purporting to be or represent the Obligors shall be deemed to form a part of the Guaranteed Obligations, and **Guaranteed Obligations** shall be construed accordingly.
- 4.5 **Immediate Recourse**
- Subject to receipt of a demand as set out in Clause 4.1.2 above, and to a claim for payment having been made against Letshego Holdings in respect of the SA Secured Notes Trustee, in writing, and such claim not having been paid within the relevant period under the SA Secured Notes, by Letshego Holdings under the SA Secured Notes, the Guarantor waives any right it may have of first requiring the SA Secured Notes Trustee to proceed against Letshego Holdings in respect of the SA Secured Notes or enforce any guarantee or security granted by any other person before enforcing the security constituted hereby.
- 4.6 **Additional Security**
- This Guarantee shall be in addition to and shall not in any way be prejudiced by any collateral or other security now or hereafter held by the SA Secured Notes Trustee as security or any lien to which it may be entitled. The rights of the SA Trustee hereunder are in addition to and not exclusive of those provided by law.
- 4.7 **Certificates**
- A certificate signed by any manager of the SA Secured Notes Trustee (whose authority and appointment it shall not be necessary to prove) setting forth the amount of any Guaranteed Obligation shall set out in reasonable detail the calculation thereof and, in the absence of manifest error, be *prima facie* evidence of such amount as against the Guarantor.
- 4.8 **Waiver of Benefits**
- The Guarantor hereby renounces any benefits to which it may as Guarantor in law be entitled, including, without limitation, the benefits of excussion, division, cession of action, revision of accounts and no value received, the full force, meaning and effect whereof it is fully acquainted.
- 4.9 **Parri Passu Ranking**
- The obligations of the Debt Guarantor under this Guarantee rank *parri passu* to the obligations of the Debt Guarantor under any other Debt Guarantee issued by it from time to time.
- 4.10 **Limited Recourse**
- The SA Trustee acknowledges and agrees that the liability of the Guarantor under this Guarantee shall be limited to the aggregate of such amounts as may be realised by the Guarantor pursuant to the exercise, perfection and realisation by the Guarantor of its rights in terms of the Transaction Security.

5. PAYMENTS

- 5.1 All payments to be made by the Guarantor hereunder shall be made in immediately available funds in Botswana Pula to such account as specified by the SA Secured Notes Trustee and shall be made free of exchange, any other costs, charges or expenses without any deduction, or withholding, set-off or counterclaim whatsoever.
- 5.2 If any deduction or withholding is required in respect of any amount payable by the Guarantor hereunder, the Guarantor shall increase the amount payable so that the net amount received under this Guarantee after such deduction or withholding shall be equal to the amount which would otherwise have been receivable in the absence of such deduction or withholding.

6. REPRESENTATIONS AND WARRANTIES

The Guarantor makes the representations and warranties set out in the balance of this Clause 6 to the SA Secured Notes Trustee.

6.1 Matters Represented

- 6.1.1 The Guarantor is a limited liability company, duly incorporated and in good standing and validly existing in accordance with the laws of Botswana.
- 6.1.2 The Guarantor has the power to enter into and perform this Guarantee and the transactions contemplated hereby and has taken all necessary action to authorise the entry into and performance of this Guarantee and the transactions contemplated hereby in accordance with its terms.
- 6.1.3 This Guarantee constitutes legal, valid and binding obligations on it in accordance with its terms (subject to insolvency and other laws affecting creditors' rights generally).
- 6.1.4 The entry into and performance by the Guarantor of this Guarantee and the transactions contemplated hereby do not:
- 6.1.4.1 conflict with any law or regulation or any official or judicial order;
 - 6.1.4.2 conflict with its constitutional documents;
 - 6.1.4.3 conflict with any agreement or document to which it is a party or which is binding upon it or any of its assets; or
 - 6.1.4.4 result in the creation or imposition of (or enforceability of) any encumbrance on any of its assets or the provisions of any agreement or document.
- 6.1.5 All authorisations, approvals, consents, licences, exemptions, filings, regulations, notarisations and other matters, official or otherwise, required in connection with the entry into and performance by the Guarantor and the validity and enforceability against it of this Guarantee have been obtained or effected (or, in the case of registrations, will be so effected within any applicable required period) and, if obtained and effected, are in full force and effect and all fees (if any) payable in connection therewith, if due, have been paid and there has been no default in the performance of any of the terms or conditions thereof which is material to the effectiveness of any of the foregoing.
- 6.1.6 The Guarantor shall not incur any debt or liabilities other than in respect of:
- 6.1.6.1 this Guarantee; and
 - 6.1.6.2 annual statutory, secretarial and auditing fees.

6.2 Repetition

The representations and warranties set out in Clause 6 shall survive the execution of this Secured Notes Guarantee and shall be deemed to be repeated by the Guarantor in favour of the SA Trustee on each day prior to the date upon which all the Guaranteed Obligations have been completely, unconditionally and irrevocably discharged in full, in each case with reference to the facts and circumstances then subsisting as if made at each such time.

7. DURATION

The representations and warranties in Clause 6 (*Representations and Warranties*) and the undertakings in Clause 8 (*Undertakings by the Guarantor*) shall come into force on the Signature Date and shall continue in force until the date upon which the Guaranteed Obligations have been completely, unconditionally and irrevocably discharged in full.

8. UNDERTAKINGS BY THE GUARANTOR

8.1 The Guarantor will from time to time during the currency of this Guarantee promptly furnish the SA Secured Notes Trustee with such information concerning the financial affairs of the Guarantor as the SA Secured Notes Trustee may reasonably require.

8.2 The Guarantor will obtain and promptly renew from time to time, and will promptly furnish certified copies to the SA Secured Notes Trustee of all such authorisations, approvals, consents, licences and exemptions as may be required under any applicable law or regulation to enable it to perform its obligations under this Guarantee or required for the validity or enforceability thereof and the Guarantor shall comply with the terms of the same.

9. NOTICES AND DOMICILIA

9.1 Notices

9.1.1 Each Party chooses the address set out opposite its name below as its address to which any written notice in connection with this Guarantee may be addressed.

9.1.1.1 Guarantor:

Fedrox (Proprietary) Limited
1st Floor, Deloitte House
Plot 64518, Fairgrounds Office Park,
Bontleng, Gaborone
Botswana
Telefax No: +267 395 2474
Attention: Robert Vinen

9.1.1.2 SA Secured Notes Trustee:

TMF Corporate Services (South Africa) (Pty) Ltd
3rd Floor, 200 on Main
Corner of Main Road and Bowwood Road
Claremont
7708
Telefax No: +086 649 2700
Attention: Nick Clarke

9.1.2 Any notice or communication required or permitted to be given in terms of this Guarantee shall be valid and effective only if in writing but it shall be competent to give notice by telefax or electronic mail transmitted to its telefax number or electronic mail address (as applicable) set out opposite its name above.

9.1.3 Each Party may by written notice to the Parties change its chosen addresses and/or telefax number and/or electronic mail address for the purposes of clause 9.1.1 to any other address(es) and/or telefax number and/or electronic mail address, provided that the change shall become effective on the fourteenth day after the receipt of the notice by the addressee.

9.1.4 Any notice given in terms of this Guarantee shall:

9.1.4.1 if sent by a courier service, be deemed to have been received by the addressee on the 7th (seventh) Business Day following the date of such sending;

9.1.4.2 if delivered by hand, be deemed to have been received by the addressee on the date of delivery;

9.1.4.3 if transmitted by facsimile, be deemed to have been received by the addressee on the 1st (first) Business Day after the date of transmission;

- 9.1.4.4 unless the contrary is proved.
- 9.1.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address and/or telefax number and/or electronic mail address.

9.2 **Domicilia**

- 9.2.1 Each of the Parties chooses its physical address set out opposite its name in clause 9.1 as its *domicilium citandi et executandi* at which documents in legal proceedings in connection with this Guarantee may be served.
- 9.2.2 Each Party may by written notice to the other Parties change its *domicilium* from time to time to another address, not being a post office box or a *poste restante*, in South Africa; provided that any such change shall only be effective on the 14th (fourteenth) day after the receipt or deemed receipt of the notice by the other Party pursuant to clause 9.1.4.

10. **GENERAL**

10.1 **Sole Agreement**

This Guarantee constitutes the sole record of the agreement between the Parties in regard to the subject matter hereof.

10.2 **No Implied Terms**

No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded in this Guarantee.

10.3 **Further Assurances**

The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Guarantee.

10.4 **Independent Advice**

Each of the Parties acknowledges that they have been free to secure independent legal and other advice as to the nature and effect of all of the provisions of this Guarantee and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledges that all of the provisions of this Guarantee and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with the Finance Documents.

10.5 **Counterparts**

This Guarantee may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

10.6 **Waiver of Immunity**

The Guarantor waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:

- 10.6.1 the giving of any relief by way of interdict or order for specific performance or for the recovery of assets or revenues; and
- 10.6.2 the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues.

10.7 **Severability**

Each provision this Guarantee is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any

judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective, unenforceable or inoperable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, and without limiting the generality of the foregoing, the Parties acknowledge their intention to continue to be bound by this Guarantee notwithstanding that any provision may be found to be unenforceable, inoperable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force. The term "inoperable" in this clause 10.7 shall include inoperable by way of suspension or cancellation.

10.8 Copy Documents

10.8.1 This Guarantee will be deposited with, and be held by, the Transfer Agent until the later of:

10.8.1.1 the date on which the Programme is terminated by the Issuer; and

10.8.1.2 the date on which all of the obligations of the Issuer and the Guarantor under or in respect of the SA Secured Notes have been discharged in full.

10.8.2 The Guarantor acknowledges and agrees that each Noteholder shall be entitled to require the Transfer Agent to produce the original of this Guarantee on request and further shall be entitled to require the Transfer Agent, which shall be obliged, to provide a copy of this Guarantee to that Noteholder on request. In holding the Guarantee, the Transfer Agent shall not act in any fiduciary or similar capacity for the Noteholders and shall not accept any liability, duty or responsibility to Noteholders in this regard.

11. GOVERNING LAW

The entire provisions of this Guarantee shall be governed by and construed in accordance with the laws of Botswana.

12. JURISDICTION

The Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of Gaborone (or any successor to that division) in regard to all matters arising from this Guarantee.

13. MISCELLANEOUS

The rights of the SA Trustee under this Guarantee:

13.1 may be exercised as often as necessary;

13.2 are cumulative and not exclusive of their rights under general law; and

13.3 may be waived only in writing and specifically.

13.4 Delay in the exercise or non-exercise of any such right is not a waiver of that right.

13.5 This Guarantee constitutes the whole agreement relating to the subject matter hereof. No amendment (save for an increase of the Programme Amount) or consensual cancellation of this Guarantee or any provision or term hereof shall be binding unless approved by Extraordinary Resolution of the Senior Secured Noteholders.

SIGNED at _____ on this the _____ day of _____ 2019.

For and on behalf of
FEDROX (PROPRIETARY) LIMITED
(as Guarantor)

Name:
Capacity:
Who warrants his authority hereto

We, the undersigned, **TMF CORPORATE SERVICES (SOUTH AFRICA) PROPRIETARY LIMITED**, in our capacity as the SA Secured Notes Trustee acting for the benefit of holders of the SA Secured Notes, hereby accept all benefits conferred on the SA Secured Notes Trustee for the benefit of the holders of the SA Secured Notes.

SIGNED at _____ on this the _____ day of _____ 2019.

For and on behalf of
**TMF CORPORATE SERVICES (SOUTH AFRICA)
(PY) LTD (in its capacity as SA Trustee, acting for
the benefit of holders of SA Secured Notes)**

Name:
Capacity:
Who warrants his authority hereto

TERMS AND CONDITIONS OF THE GUARANTEE IN RESPECT OF THE BW SECURED NOTES TRUSTEE

GUARANTEE

1. PARTIES

This Guarantee is granted by:

1.1 FEDROX (PROPRIETARY) LIMITED (as Guarantor);

in favour of:

1.2 ROBERT VINEN.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

2.1.1 **Business Day** means any day (other than a Saturday, Sunday or an official public holiday in Botswana) on which banks are generally open for business in Botswana;

2.1.2 **BW Secured Notes** means senior secured notes, whether listed or unlisted issued from time to time under the Programme in Botswana;

2.1.3 **BW Secured Notes Trustee** means Robert Vinen, an adult male Botswana citizen with passport number BN1810390, in his capacity as BW Secured Notes Trustee, acting for the benefit of holders of BW Secured Notes;

2.1.4 **Counter Indemnity Agreement** means the written agreement entitled '*Counter Indemnity Agreement*' concluded or to be concluded between the Obligors and the Debt Guarantor on or about the Signature Date and pursuant to which each of the Obligors jointly and severally indemnify and hold the Debt Guarantor harmless in respect of claims made against the Debt Guarantor under the Debt Guarantees;

2.1.5 **Debt Guarantees** has the meaning given to it in the Security Sharing Agreement;

2.1.6 **Debt Guarantor** means Fedrox (Proprietary) Limited, a company duly incorporated according to the company laws of Botswana with registration number CO 2012/8278;

2.1.7 **Guarantee** means the debt guarantee granted in terms of this agreement;

2.1.8 **Guaranteed Obligations** means all present and future moneys and liabilities (whether actual or contingent) which are now, or which may hereafter become, owing by the Obligors, or any of them, to the BW Secured Notes Trustee in respect of the BW Secured Notes, including interest or default interest accruing thereon in accordance with the terms of the BW Secured Notes, together with all damages, and all costs, charges and expenses reasonably incurred by the BW Secured Notes Trustee in connection with the breach by the Obligors, or any of them, in respect of the BW Secured Notes and which the BW Secured Notes Trustee is entitled to recover from the Obligors, or any of them, in respect of the BW Secured Notes, including all items which would be Guaranteed Obligations but for the winding up, absence of legal personality or incapacity of the Obligors, or any of them, or any statute of limitation and a reference to **Guaranteed Obligation** shall be to any one or more of the Guaranteed Obligations as the context requires;

2.1.9 **Guarantor** means the Debt Guarantor;

2.1.10 **Letshego Holdings** means Letshego Holdings Limited, a company duly incorporated according to the company laws of Botswana with registration number 1998/442;

2.1.11 **Obligors** means the '*Obligors*' as defined in the Security Sharing Agreement and **Obligor** means, as the context requires, any one of them;

2.1.12 **Parties** means:

- 2.1.12.1 the Guarantor; and
- 2.1.12.2 the BW Secured Notes Trustee (acting for the benefit of holders of the BW Secured Notes),
- and **Party** means, as the context requires, any one of them;
- 2.1.13 **Programme** means the Letshego Holdings Limited ZAR2,500,000,000 and BWP2,500,000,000 Medium Term Note Programme under which Letshego Holdings may from time issue notes, including the BW Secured Notes;
- 2.1.14 **Security Sharing Agreement** means the written agreement entitled “*Security Sharing Agreement*” concluded or to be concluded amongst, *inter alia*, the Obligors, the Guarantor, the BW Secured Notes Trustee and the Secured Creditors (as defined therein) in or about November 2012;
- 2.1.15 **Signature Date** means the date of the signature of the Party last signing this Guarantee in time; and
- 2.1.16 **Transaction Security** means the ‘*Transaction Security*’ as defined in the Security Sharing Agreement.
- 2.2 Any reference in this Guarantee to:
- 2.2.1 an **amendment** includes a supplement, novation or re-enactment and **amended** is to be construed accordingly;
- 2.2.2 **authority** means any government or governmental, administrative, fiscal or judicial authority, body, court, department, commission, tribunal, registry or any stated owned or controlled authority which principally performs governmental functions;
- 2.2.3 **continuing**, in the context of a default, means that such default has not been remedied or waived within any applicable grace period;
- 2.2.4 the words **including** and **in particular** are used by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any of the preceding words;
- 2.2.5 **law** shall be construed as any law (including statutory, common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order, other legislative measure, directive, requirement of any government, supranational, local government, statutory or regulatory or self-regulatory or similar body or authority or court and the common law, as amended, replaced, re-enacted, restated or reinterpreted from time to time;
- 2.2.6 the words **other** and **otherwise** shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible;
- 2.2.7 a **person** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- 2.2.8 a **regulation** means any regulation, rule, official directive of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 2.2.9 **repay** (or any derivative form of that word) includes **prepay** (or any derivative form of that word); and
- 2.2.10 **security interest** means any mortgage, pledge, lien, charge, assignment, cession, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.
- 2.3 Unless inconsistent with the context or save where the contrary is expressly indicated in this Guarantee:
- 2.3.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in an interpretation clause, effect shall be given to it as if it were a substantive provision of this Guarantee;

- 2.3.2 when any number of days is prescribed in this Guarantee, same shall be reckoned inclusively of the first and exclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 2.3.3 in the event that the day for payment of any amount due in terms of this Guarantee should fall on a day which is not a Business Day, the relevant day for payment shall be the immediately succeeding Business Day;
- 2.3.4 in the event that the day for performance of any obligation (other than a payment obligation) to be performed in terms of this Guarantee should fall on a day which is not a Business Day, the relevant day for performance shall be the immediately succeeding Business Day;
- 2.3.5 any reference in this Guarantee to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;
- 2.3.6 any reference in this Guarantee or any other agreement or document shall be construed as a reference to this Guarantee or, as the case may be, such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 2.3.7 except as expressly provided for in this Guarantee, no provision of this Guarantee constitutes a stipulation for the benefit of any person who is not a Party to this Guarantee;
- 2.3.8 a reference to a Party includes that Party's lawful successors-in-title and permitted assigns;
- 2.3.9 where any Party is required to provide any consent or approval or agree to the actions of any other Party, the request for such consent or approval or agreement shall be in writing and such consent or approval or agreement shall be in writing and shall not be unreasonably withheld or delayed;
- 2.4 The headings to the clauses of this Guarantee are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Guarantee nor any clause thereof.
- 2.5 Unless inconsistent with the context, an expression in this Guarantee which denotes:
- 2.5.1 any one gender includes the other genders;
- 2.5.2 a natural person includes an artificial person and vice versa; and
- 2.5.3 the singular includes the plural and vice versa.
- 2.6 Where any term is defined within the context of any particular clause in this Guarantee, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Guarantee, notwithstanding that that term has not been defined in any interpretation clause.
- 2.7 The rule of construction, in the event of ambiguity, that the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Guarantee.
- 2.8 This Guarantee shall to the extent permitted by applicable law be binding on and enforceable by the administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Guarantee in the first instance and reference to any Party shall be deemed to include such Party's administrators, trustees, permitted assigns or liquidators, as the case may be.
- 2.9 The use of any expression in this Guarantee covering a process available under South African law such as winding-up (without limitation *eiusdem generis*) shall, if any of the Parties to this Guarantee is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.10 Where figures are referred to in numerals and in words in this Guarantee, if there is any

conflict between the two, the words shall prevail.

- 2.11 No prior drafts of any agreement or any term sheet shall be admissible as evidence in any proceedings brought to determine any dispute arising out of this Guarantee between the Parties.

3. INTRODUCTION

- 3.1 The Guarantor has agreed to guarantee to the BW Secured Notes Trustee the due and full performance by the Obligors, or any of them, of the Guaranteed Obligations on the terms and conditions set out in this Guarantee.
- 3.2 The Obligors have agreed to enter into the Counter Indemnity Agreement and to provide and to procure the provision of certain security interests in favour of the Debt Guarantor as security for their obligations to the Debt Guarantor under and in terms of the Counter Indemnity Agreement.

4. GUARANTEE

4.1 Guarantee

The Guarantor hereby, (as principal obligor and not merely as surety), irrevocably, unconditionally and on the basis of a severable and discrete obligation enforceable against the Guarantor whether or not any or all of the Guaranteed Obligations are enforceable against the Obligors, or any of them, in respect thereof:

- 4.1.1 guarantees to the BW Secured Notes Trustee the full, prompt and complete payment of all the Guaranteed Obligations when and as the same shall become due; and
- 4.1.2 undertakes to the BW Secured Notes Trustee that if and each time the Obligors, or any of them, are in default in the payment of the Guaranteed Obligations or any of them in accordance with the terms of the BW Notes and to the extent applicable has failed to remedy such default within any grace period provided under the BW Secured Notes, the Guarantor will, on first written demand from BW Secured Notes Trustee, pay all sums which may be payable in respect thereof as if the Guarantor instead of the Obligors, or any of them, was expressed to be the primary obligor in respect thereof, together with interest or default interest thereon as specified in respect of the BW Secured Notes.

4.2 Ultimate Balance

This Guarantee shall commence on the Signature Date and shall be a continuing security and shall remain in force until the unconditional and irrevocable payment or fulfilment of the Guaranteed Obligations, notwithstanding any intermediate payment in part of the Guaranteed Obligations and shall apply to the ultimate balance thereof.

4.3 Reinstatement

Where any discharge (whether in respect of any amounts hereby guaranteed under this Guarantee, any other security for the Guaranteed Obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition, which discharge or arrangement is avoided or must be repaid on winding-up or repaid otherwise without limitation, the liability of the Guarantor under this Guarantee shall continue as if there had been no such discharge or arrangement.

4.4 Waiver of Defences

- 4.4.1 The liability of the Guarantor hereunder in respect of the Guaranteed Obligations shall not be prejudiced, affected or diminished by any act, omission, circumstance, matter or thing which but for this provision might operate to reduce, release or otherwise exonerate the Guarantor from its obligations hereunder in whole or in part, including, whether or not known to the Guarantor and without limitation:
- 4.4.1.1 any time, consent or waiver granted to or composition with the Obligors, or any of them, or any other person; or
- 4.4.1.2 the variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against the Obligors or any other person; or
- 4.4.1.3 any variation of or extension of the due date for performance of any term of any

agreement in connection with the Guaranteed Obligations (with the intent that the Guarantor's obligations in respect of the Guaranteed Obligations shall apply to such term as varied or in respect of the extended due date) or any increase, reduction, exchange, acceleration, renewal, surrender, release or loss of or failure to perfect any of the Guaranteed Obligations or any security therefor or any non-presentment or non-observance of any formality in respect of any instruments; or

- 4.4.1.4 the winding-up or any change in the name or constitution of the Obligors, the Guarantor, the BW Secured Notes Trustee or any other person; or
 - 4.4.1.5 any legal limitation, disability, incapacity or other circumstances relating to the Obligors or any other person or any amendment or supplement to or variation of the BW Secured Notes; or
 - 4.4.1.6 any irregularity, illegality, unenforceability or invalidity of any of the BW Secured Notes or the obligations of any other person or present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise affect such obligations.
- 4.4.2 The BW Secured Notes Trustee shall not be concerned to see or investigate the powers or authorities of the Obligors or their officers or agents, and Guaranteed Obligations incurred in the purported exercise of such powers or authorities or by any person purporting to be or represent the Obligors shall be deemed to form a part of the Guaranteed Obligations, and **Guaranteed Obligations** shall be construed accordingly.

4.5 **Immediate Recourse**

Subject to receipt of a demand as set out in Clause 4.1.2 above, and to a claim for payment having been made against Letshego Holdings in respect of the BW Secured Notes, in writing, and such claim not having been paid within the relevant period under the BW Secured Notes, by Letshego Holdings under the BW Secured Notes, the Guarantor waives any right it may have of first requiring the BW Secured Notes Trustee to proceed against Letshego Holdings in respect of the BW Secured Notes or enforce any guarantee or security granted by any other person before enforcing the security constituted hereby.

4.6 **Additional Security**

This Guarantee shall be in addition to and shall not in any way be prejudiced by any collateral or other security now or hereafter held by the BW Secured Notes Trustee as security or any lien to which it may be entitled. The rights of the BW Secured Notes Trustee hereunder are in addition to and not exclusive of those provided by law.

4.7 **Certificates**

A certificate signed by any manager of the BW Secured Notes Trustee (whose authority and appointment it shall not be necessary to prove) setting forth the amount of any Guaranteed Obligation shall set out in reasonable detail the calculation thereof and, in the absence of manifest error, be *prima facie* evidence of such amount as against the Guarantor.

4.8 **Waiver of Benefits**

The Guarantor hereby renounces any benefits to which it may as Guarantor in law be entitled, including, without limitation, the benefits of excussion, division, cession of action, revision of accounts and no value received, the full force, meaning and effect whereof it is fully acquainted.

4.9 **Parri Passu Ranking**

The obligations of the Debt Guarantor under this Guarantee rank *parri passu* to the obligations of the Debt Guarantor under any other Debt Guarantee issued by it from time to time.

4.10 **Limited Recourse**

The BW Secured Notes Trustee acknowledges and agrees that the liability of the Guarantor under this Guarantee shall be limited to the aggregate of such amounts as may be realised by the Guarantor pursuant to the exercise, perfection and realisation by the Guarantor of its rights in terms of the Transaction Security.

5. PAYMENTS

- 5.1 All payments to be made by the Guarantor hereunder shall be made in immediately available funds in Botswana Pula to such account as specified by the BW Secured Notes Trustee and shall be made free of exchange, any other costs, charges or expenses without any deduction, or withholding, set-off or counterclaim whatsoever.
- 5.2 If any deduction or withholding is required in respect of any amount payable by the Guarantor hereunder, the Guarantor shall increase the amount payable so that the net amount received under this Guarantee after such deduction or withholding shall be equal to the amount which would otherwise have been receivable in the absence of such deduction or withholding.

6. REPRESENTATIONS AND WARRANTIES

The Guarantor makes the representations and warranties set out in the balance of this Clause 6 to the BW Secured Notes Trustee.

6.1 Matters Represented

- 6.1.1 The Guarantor is a limited liability company, duly incorporated and in good standing and validly existing in accordance with the laws of Botswana.
- 6.1.2 The Guarantor has the power to enter into and perform this Guarantee and the transactions contemplated hereby and has taken all necessary action to authorise the entry into and performance of this Guarantee and the transactions contemplated hereby in accordance with its terms.
- 6.1.3 This Guarantee constitutes legal, valid and binding obligations on it in accordance with its terms (subject to insolvency and other laws affecting creditors' rights generally).
- 6.1.4 The entry into and performance by the Guarantor of this Guarantee and the transactions contemplated hereby do not:
- 6.1.4.1 conflict with any law or regulation or any official or judicial order;
 - 6.1.4.2 conflict with its constitutional documents;
 - 6.1.4.3 conflict with any agreement or document to which it is a party or which is binding upon it or any of its assets; or
 - 6.1.4.4 result in the creation or imposition of (or enforceability of) any encumbrance on any of its assets or the provisions of any agreement or document.
- 6.1.5 All authorisations, approvals, consents, licences, exemptions, filings, regulations, notarisations and other matters, official or otherwise, required in connection with the entry into and performance by the Guarantor and the validity and enforceability against it of this Guarantee have been obtained or effected (or, in the case of registrations, will be so effected within any applicable required period) and, if obtained and effected, are in full force and effect and all fees (if any) payable in connection therewith, if due, have been paid and there has been no default in the performance of any of the terms or conditions thereof which is material to the effectiveness of any of the foregoing.
- 6.1.6 The Guarantor shall not incur any debt or liabilities other than in respect of:
- 6.1.6.1 this Guarantee; and
 - 6.1.6.2 annual statutory, secretarial and auditing fees.

6.2 Repetition

The representations and warranties set out in Clause 6 shall survive the execution of this Guarantee and shall be deemed to be repeated by the Guarantor in favour of the BW Secured Notes Trustee on each day prior to the date upon which all the Guaranteed Obligations have been completely, unconditionally and irrevocably discharged in full, in each case with reference to the facts and circumstances then subsisting as if made at each such time.

7. DURATION

The representations and warranties in Clause 6 (*Representations and Warranties*) and the undertakings in Clause 8 (*Undertakings by the Guarantor*) shall come into force on the Signature Date and shall continue in force until the date upon which the Guaranteed Obligations have been completely, unconditionally and irrevocably discharged in full.

8. UNDERTAKINGS BY THE GUARANTOR

8.1 The Guarantor will from time to time during the currency of this Guarantee promptly furnish the BW Secured Notes Trustee with such information concerning the financial affairs of the Guarantor as the BW Secured Notes Trustee may reasonably require.

8.2 The Guarantor will obtain and promptly renew from time to time, and will promptly furnish certified copies to the BW Secured Notes Trustee of all such authorisations, approvals, consents, licences and exemptions as may be required under any applicable law or regulation to enable it to perform its obligations under this Guarantee or required for the validity or enforceability thereof and the Guarantor shall comply with the terms of the same.

9. NOTICES AND DOMICILIA

9.1 Notices

9.1.1 Each Party chooses the address set out opposite its name below as its address to which any written notice in connection with this Guarantee may be addressed.

9.1.1.1 Guarantor:

Fedrox (Proprietary) Limited
1st Floor, Deloitte House
Plot 64518, Fairgrounds Office Park
Bontleng, Gaborone
Botswana
Telefax No: +267 395 2474
Attention: Robert Vinen

9.1.1.2 BW Secured Notes Trustee:

Robert Vinen
1st Floor, Deloitte House
Plot 64518, Fairgrounds Office Park
Bontleng, Gaborone
Botswana
Telefax No: +267 395 2474
Attention: Robert Vinen

9.1.2 Any notice or communication required or permitted to be given in terms of this Guarantee shall be valid and effective only if in writing but it shall be competent to give notice by telefax or electronic mail transmitted to its telefax number or electronic mail address (as applicable) set out opposite its name above.

9.1.3 Each Party may by written notice to the Parties change its chosen addresses and/or telefax number and/or electronic mail address for the purposes of clause 9.1.1 to any other address(es) and/or telefax number and/or electronic mail address, provided that the change shall become effective on the fourteenth day after the receipt of the notice by the addressee.

9.1.4 Any notice given in terms of this Guarantee shall:

9.1.4.1 if sent by a courier service, be deemed to have been received by the addressee on the 7th (seventh) Business Day following the date of such sending;

9.1.4.2 if delivered by hand, be deemed to have been received by the addressee on the date of delivery;

9.1.4.3 if transmitted by facsimile, be deemed to have been received by the addressee on the 1st (first) Business Day after the date of transmission;

9.1.4.4 unless the contrary is proved.

9.1.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address and/or telefax number and/or electronic mail address.

9.2 **Domicilia**

9.2.1 Each of the Parties chooses its physical address set out opposite its name in clause 9.1 as its *domicilium citandi et executandi* at which documents in legal proceedings in connection with this Guarantee may be served.

9.2.2 Each Party may by written notice to the other Parties change its *domicilium* from time to time to another address, not being a post office box or a *poste restante*, in South Africa; provided that any such change shall only be effective on the 14th (fourteenth) day after the receipt or deemed receipt of the notice by the other Party pursuant to clause 9.1.4.

10. **GENERAL**

10.1 **Sole Agreement**

This Guarantee constitutes the sole record of the agreement between the Parties in regard to the subject matter hereof.

10.2 **No Implied Terms**

No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded in this Guarantee.

10.3 **Further Assurances**

The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Guarantee.

10.4 **Independent Advice**

Each of the Parties acknowledges that they have been free to secure independent legal and other advice as to the nature and effect of all of the provisions of this Guarantee and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledges that all of the provisions of this Guarantee and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with the Finance Documents.

10.5 **Counterparts**

This Guarantee may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

10.6 **Waiver of Immunity**

The Guarantor waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:

10.6.1 the giving of any relief by way of interdict or order for specific performance or for the recovery of assets or revenues; and

10.6.2 the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues.

10.7 **Severability**

Each provision this Guarantee is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective, unenforceable or inoperable for any reason, the remaining provisions, phrases,

sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, and without limiting the generality of the foregoing, the Parties acknowledge their intention to continue to be bound by this Guarantee notwithstanding that any provision may be found to be unenforceable, inoperable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force. The term "inoperable" in this clause 10.7 shall include inoperable by way of suspension or cancellation.

11. **GOVERNING LAW**

The entire provisions of this Guarantee shall be governed by and construed in accordance with the laws of Botswana.

12. **JURISDICTION**

The Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of Botswana, Gaborone (or any successor to that division) in regard to all matters arising from this Guarantee.

13. **MISCELLANEOUS**

The rights of the BW Secured Notes Trustee under this Guarantee:

- 13.1 may be exercised as often as necessary;
- 13.2 are cumulative and not exclusive of their rights under general law; and
- 13.3 may be waived only in writing and specifically.

Delay in the exercise or non-exercise of any such right is not a waiver of that right.

SIGNED at _____ on this the _____ day of _____ 2019.

For and on behalf of
FEDROX (PROPRIETARY) LIMITED
(as Guarantor)

Name:
Capacity:
Who warrants his authority hereto

I, the undersigned, **ROBERT VINEN**, in my capacity as the BW Secured Notes Trustee acting for the benefit of holders of the BW Secured Notes, hereby accept all benefits conferred on the BW Secured Notes Trustee for the benefit of the holders of the BW Secured Notes.

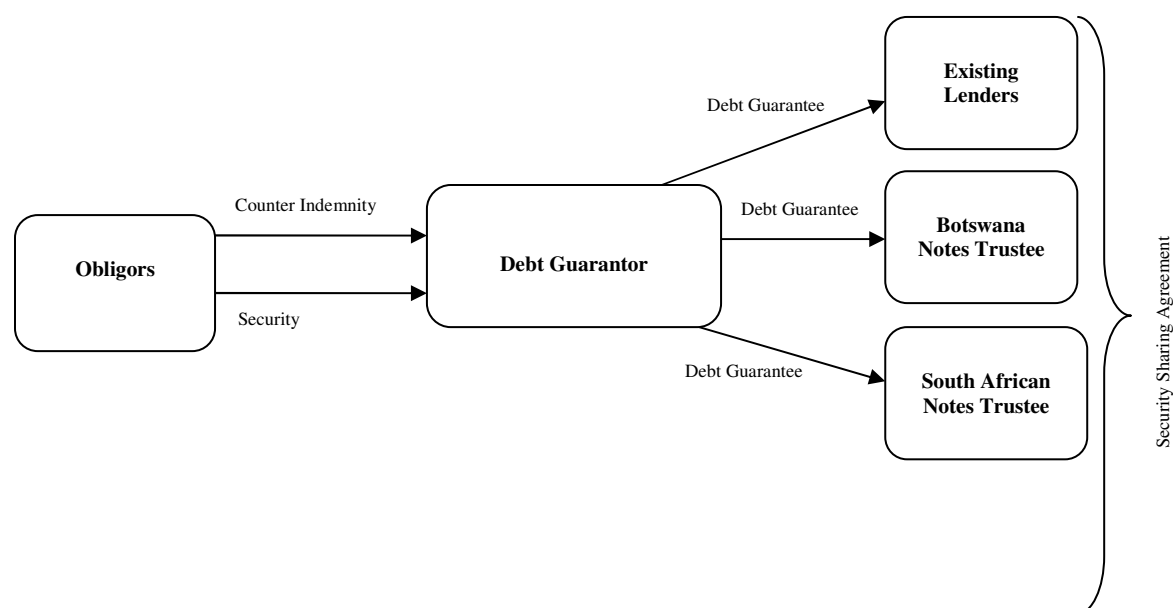
SIGNED at _____ on this the _____ day of _____ 2019.

For and on behalf of
**ROBERT VINEN (in his capacity as BW Secured
Notes Trustee, acting for the benefit of holders of
BW Secured Notes)**

Name:
Capacity:
Who warrants his authority hereto

DESCRIPTION OF SECURITY ARRANGEMENTS

Unless otherwise set out in the Applicable Pricing Supplement, the security arrangement is as follows:



The obligations of the Issuer under the Secured Notes will be directly guaranteed and indirectly secured as follows:

1. Direct Guarantees

1.1. Direct Guarantees in favour of each Existing Facility Lender

The Issuer has existing bank facilities (**Existing Bank Facilities**) with certain financial institutions (**Existing Facility Lenders**). The Debt Guarantor shall irrevocably, unconditionally guarantee, in favour of each Existing Facility Lender, the obligations which the Issuer may now have or have incurred or in the future may incur under each Existing Bank Facility.

1.2. Direct Guarantee in favour of the SA Trustee

The Debt Guarantor shall irrevocably, unconditionally guarantee, in favour of the SA Trustee, the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the SA Secured Notes.

1.3. Direct Guarantee in favour of the Botswana Secured Notes Trustee

The Debt Guarantor shall irrevocably, unconditionally guarantee, in favour of the BW Secured Notes Trustee, the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the BW Secured Notes.

2. Counter Indemnity Agreement

The Issuer, Letshego Financial Services (Proprietary) Limited (**LFS Botswana**) and Letshego Micro Financial Services (Namibia) Proprietary Limited (**LFS Namibia**) and Letshego Financial Services (Swaziland) Proprietary Limited (**LFS Swaziland**) (the Issuer, LFS Botswana, LFS Namibia and LFS Swaziland collectively, the **Obligors**) have entered into a counter indemnity agreement with the Debt Guarantor in terms of which the Obligors indemnify and hold the Debt Guarantor harmless in respect of claims made against the Debt Guarantor under any Debt Guarantee.

3. Security

3.1. Security granted by the Issuer

The Issuer shall cede *in securitarem debiti* its loan accounts in respect of LFS Botswana,

LFS Namibia and LFS Swaziland in favour of the Debt Guarantor as security for its obligations under the Counter Indemnity Agreement.

3.2. **Security granted by LFS Botswana**

LFS Botswana shall cede *in securitarem debiti* its book debts in favour of the Debt Guarantor as security for its obligations under the Counter Indemnity Agreement.

3.3. **Security granted by LFS Namibia**

LFS Namibia shall cede *in securitarem debiti* its book debts in favour of the Debt Guarantor as security for its obligations under the Counter Indemnity Agreement.

3.4. **Security granted by LFS Swaziland**

LFS Swaziland shall cede *in securitarem debiti* its book debts in favour of the Debt Guarantor as security for its obligations under the Counter Indemnity Agreement.

DESCRIPTION OF LETSHEGO HOLDINGS LIMITED

All information pertaining to, inter alia, the description of the Issuer, its business, management and corporate governance, as set out in the Information Statement, which will be amended and restated from time to time, will be incorporated by reference in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://www.letshego.com/investor-publication-types/bond-programme>.

DESCRIPTION OF LETSHEGO SENIOR NOTES TRUSTS

All information pertaining to the Senior Notes Trusts, as set out in the Information Statement, which will be amended and restated from time to time, will be incorporated by reference in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://www.letshego.com/investor-publication-types/bond-programme>.

DESCRIPTION OF DEBT GUARANTOR

All information pertaining to the Debt Guarantor as set out in the Information Statement, which will be amended and restated from time to time, will be incorporated by reference in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://www.letshego.com/investor-publication-types/bond-programme>.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Capitalised terms used in this section headed "Settlement, Clearing and Transfer of Notes" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or it is clearly inappropriate from the context.

Notes listed on the JSE or the BSE, as the case may be, and/or held in the Relevant CSD

Each Tranche of Notes which is listed on the JSE or the BSE, as the case may be, in certificated form or in uncertificated form will be held in the Relevant CSD. A Tranche of unlisted Notes may also be held in the Relevant CSD subject to the Applicable Laws.

Clearing systems

Each Tranche of Notes listed on the JSE or the BSE, as the case may be, and/or held in the Relevant CSD or a Tranche of unlisted Notes held in the Relevant CSD, as the case may be, will be issued, cleared and settled in accordance with the rules and operating procedures for the time being of the JSE or the BSE, as the case may be, and the Relevant CSD through the electronic settlement system of such CSD. Such Notes will be cleared by the relevant Participants who will follow the electronic settlement procedures prescribed by the JSE or the BSE, as the case may be, and the Relevant CSD.

The Relevant CSD has, as the operator of an electronic clearing system, been appointed by the JSE or the BSE, as the case may be, to match, clear and facilitate the settlement of transactions concluded on the JSE. Subject as aforesaid each Tranche of Notes which is listed on the JSE or the BSE, as the case may be will be issued, cleared and transferred in accordance with the Applicable Procedures and the Terms and Conditions, and will be settled through relevant Participants who will comply with the respective electronic settlement procedures prescribed by the JSE, or the BSE, as the case maybe and the Relevant CSD. The Notes may be accepted for clearance through any additional clearing system as may be agreed between the JSE or the BSE, as the case may be, the Issuer and the Dealer(s).

Participants

The Relevant CSD maintains accounts only for relevant Participants. As at the Programme Date, the relevant Participants which are approved by the CSD or the BSE, as the case may be, as Settlement Agents to perform electronic settlement of funds and scrip are in respect of SA Notes, Citibank N.A., South Africa Branch, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited, Standard Chartered Bank, Johannesburg Branch and the South African Reserve Bank and in respect of BW Notes, the Central Bank of Botswana, Euroclear, as operator of the Euroclear System, and Clearstream will settle off-shore transfers in the SA Notes or the BW Notes, as the case may be, through their respective Participants.

Settlement and clearing

The relevant Participants will be responsible for the settlement of scrip and payment transfers through the Relevant CSD, the JSE and the South African Reserve Bank (in respect of SA Notes) and through the CSDB, BSE and the Central Bank of Botswana (in respect of BW Notes).

While a Tranche of Notes is held in the Relevant CSD, the Noteholder (in respect of SA Notes) or CSDB (in respect of BW Notes), as the case may be, will be named in the relevant Register as the holder of the Notes in that Tranche. All amounts to be paid in respect of Notes held in the Relevant CSD will be paid to the relevant Participants on behalf of the relevant Noteholder pursuant to the Applicable Procedure. All rights to be exercised in respect of Notes held in the SA CSD will be exercised by the relevant Noteholder.

In relation to each person shown in the records of the Relevant CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the Relevant CSD or the relevant Participant, as the case may be, as to the Nominal Amount of such Notes standing to the account of such person shall be *prima facie* proof of such Beneficial Interest. However, the Noteholder (in respect of SA Notes) or CSDB (in respect of BW Notes) as the case may be, as the registered Noteholder of such Notes named in the relevant Register) will be treated by the Issuer, the Paying Agent, the relevant Transfer Agent, the relevant Participant and the Relevant CSD as the holder of that aggregate Nominal Amount of such Notes for all purposes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the JSE or the BSE, as the case may be, and/or held in the Relevant CSD in uncertificated form will be made to the SA CSD (in respect of SA Notes) or CSDB (in respect of BW Notes) as the case may be, which in turn will transfer such funds, via the relevant Participants, to the holders of Beneficial Interests. Each of the persons reflected in the records of the Relevant CSD or the relevant Participant, as the case may be, as the holders of Beneficial Interests in Notes shall look solely to the Relevant CSD or the relevant Participant, as the case may be, for such person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the SA CSD (in respect of SA Notes) or CSDB (in respect of BW Notes) as the case may be.

Payments of all amounts in respect of a Tranche of Notes which is listed on the JSE or the BSE, as the case may be, and/or held in the Relevant CSD in uncertificated form will be recorded by the SA CSD (in respect of SA Notes) or CSDB (in respect of BW Notes) as the case may be, as the registered Noteholder of such Notes, distinguishing between interest and principal, and such record of payments by the SA CSD (in respect of SA Notes) or CSDB (in respect of BW Notes) as the case may be, shall be *prima facie* proof of such payments.

Transfers and exchanges

Subject of the Applicable Laws and the Applicable Procedures, title to Beneficial Interest held by Noteholders through the Relevant CSD will be freely transferable and pass on transfer thereof by book entry (whether electronic or otherwise) in the securities accounts maintained by the CSD or relevant the Participants for such Noteholders.

Beneficial Interests may be exchanged for Notes represented by Individual Certificates in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*).

Records of payments, trust and voting

Neither the Issuer nor the Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to Beneficial Interests. Neither the Issuer nor the Paying Agent nor the relevant Transfer Agent will be bound to record any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

JSE Debt Guarantee Fund Trust

The holders of SA Notes that are not listed on the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of the SA Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust. Unlisted SA Notes are not regulated by the JSE.

Notes listed on any Financial Exchange other than (or in addition to) the JSE or the BSE, as the case may be.

Each Tranche of Notes which is listed on any Financial Exchange other than (or in addition to) the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange. The settlement and redemption procedures for a Tranche of Notes which is listed on any Financial Exchange (other than or in addition to the JSE or the BSE, as the case may be) will be specified in the Applicable Pricing Supplement.

SUBSCRIPTION AND SALE

Capitalised terms used in this section headed "Subscription and Sale" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Dealers have in terms of the amended and restated programme agreement dated, on or about 9 October 2019, as may be amended, supplemented or restated from time to time (the **Programme Agreement**), agreed with the Issuer a basis upon which they may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

Selling restrictions

South Africa

Each Dealer has (or will have) represented, warranted and agreed that it (i) will not offer Notes for subscription, (ii) will not solicit any offers for subscription for or sale of the Notes, and (iii) will itself not sell or offer the Notes in South Africa in contravention of the Companies Act, Banks Act, Exchange Control Regulations and/or any other Applicable Laws and regulations of South Africa in force from time to time.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that it will not make an "offer to the public" (as such expression is defined in the Companies Act, and which expression includes any section of the public) of Notes (whether for subscription, purchase or sale) in South Africa. This Programme Memorandum does not, nor is it intended to, constitute a prospectus prepared and registered under the Companies Act.

Offers not deemed to be offers to the public

To the extent that any offer for subscription for, or sale of, Notes are not deemed to be offers to the public if:

- (a) the total contemplated acquisition cost of Notes, for any single addressee acting as principal, shall be equal to or greater than ZAR1,000,000, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the Companies Act; or
- (b) to certain investors contemplated in section 96(1)(a) of the Companies Act.

Information made available in this Programme Memorandum should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

Botswana

Each Dealer who has (or will have) agreed to place a Tranche of BW Notes will be required to represent and agree that it will not offer or sale the BW Notes in contravention of the Listings Requirements, BW Companies Act, the BSE Act.

United States

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **US Securities Act**) and may not be offered or sold within the United States or to, or for the account of or benefit of, US persons except in certain transactions exempt from the registration requirements of the US Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the US Securities Act.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

- (a) the Notes in that Tranche have not been and will not be registered under the US Securities Act and may not be offered or sold within the United States or to, or for the account of or benefit of, US persons except in certain transactions exempt from the registration requirements of the US Securities Act;
- (b) it has not offered, sold or delivered any Notes in that Tranche and will not offer, sell or deliver any Notes in that Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 (forty) days after completion of the distribution, as determined and certified by the Dealer or, in

the case of an issue of such Notes on a syndicated basis, the relevant Lead Manager, of all Notes of the Series of which that Tranche of Notes is a part, within the United States or to, or for the account or benefit of, US persons;

- (c) it will send to each dealer to which it sells any Notes in that Tranche during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, US persons;
- (d) it, its affiliates and any persons acting on its or any of its affiliates behalf have not engaged and will not engage in any directed selling efforts in the United States (as defined in Regulation S under the US Securities Act) with respect to the Notes in that Tranche and it, its affiliates and any persons acting on its or any of its affiliates' behalf have complied and will comply with the offering restrictions requirements of Regulation S; and
- (e) it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Notes, except with its affiliates or with the prior written consent of the Issuer.

In addition, until 40 (forty) days after the commencement of the offering of a Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the US Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the US Securities Act.

European Economic Area

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a **Relevant Member State**), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of any of such Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of any of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100 (one hundred) or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 (one hundred and fifty), natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

Provided that no such offer referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "*offer of Notes to the public*" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

Each Dealer has (or will have) represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that any commission, fee or non-monetary benefit received from the Issuer complies with the applicable rules set out in the Markets in Financial Instrument Directive 2014/65/EU, as may be amended or replaced from time to time (**MIFID II**).

United Kingdom

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

- (a) in relation to any of the Notes in that Tranche which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any of such Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of such Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act, 2000 (the **FSMA**) by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 of the Notes in that Tranche under circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any of the Notes in that Tranche in, from or otherwise involving the United Kingdom.

General

Each Dealer will comply with all Applicable Laws and regulations in each jurisdiction in which it acquires offers, sells or delivers Notes or has in its possession or distributes this Programme Memorandum or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer or any other Dealer in any such jurisdiction as a result of any of the foregoing actions. The Issuer and the Dealers will have no responsibility for, and each Dealer will obtain any consent, approval or permission required by it for, the acquisition, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in or from which it makes any acquisition, offer sale or delivery. No Dealer is authorised to make any representation or use any information in connection with the issue, subscription and sale of Notes other than as contained in this Programme Memorandum.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to agree that:

- (a) it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures the subscription for, offers or sells Notes in that Tranche or has in its possession or distributes the Programme Memorandum and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of Notes in that Tranche under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, subscription, offers or sales; and
- (b) it will comply with such other or additional restrictions as the Issuer and such Dealer agree and as are set out in the Applicable Pricing Supplement.

Neither the Issuer nor any of the Dealer(s) represent that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder nor assumes any responsibility for facilitating such subscription or sale.

TAXATION

Capitalised terms used in this section headed “Taxation” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The comments below are intended as a general guide to the relevant tax laws of South Africa and Botswana as at the Programme Date. The contents of this section headed “Taxation” do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

South Africa

The issue, transfer and redemption of the SA Notes will not attract securities transfer tax under the Securities Transfer Tax Act, 2007 (the **STT Act**) because the SA Notes do not constitute “securities” as defined in the STT Act. Any future transfer duties and/or taxes that may be introduced in respect of (or applicable to) the transfer of Notes will be for the account of holders of the Notes.

Value-Added Tax

No value-added tax (**VAT**) is payable on the issue or transfer of the SA Notes. The issue, sale or transfer of the Notes constitute “financial services” as defined in section 2 of the Value-Added Tax Act, 1991 (the **SA VAT Act**). In terms of section 2 of the SA VAT Act, the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security as well as the buying and selling of derivatives constitute a financial service, which is exempt from VAT in terms of section 12(a) of the SA VAT Act. The Notes constitute “*debt securities*” as defined in section 2(2)(iii) of the SA VAT Act.

However, commissions, fees or similar charges raised for the facilitation of the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes will be subject to VAT at the standard rate (currently 15 percent), 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, are subject to VAT at the zero rate in terms of section 11(2)(l) of the SA VAT Act.

Income Tax

Under current South African tax laws a “*resident*” (as defined in section 1 of the Income Tax Act, 1962 (the **SA 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 income (including income in the form of interest) earned in respect of the SA Notes. Non-residents of South Africa are subject to income tax on all income derived from a South African source (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

Interest income is derived from a South African source if that amount:

- (a) is incurred by a person that is a South African tax resident, unless the interest is attributable to a foreign permanent establishment of that resident; or
- (b) is derived from 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*”.

The SA Notes will constitute an “*interest-bearing arrangement*”. The Issuer is tax resident in South Africa as at the Programme Date. Accordingly, unless the Notes are attributable to a permanent establishment of the Issuer outside of South Africa, the interest paid to the Noteholders will be from a South African source and subject to South African income tax unless such income is exempt under section 10(1)(h) of the SA Income Tax Act (see below).

Under section 10(1)(h) of the SA Income Tax Act, any amount of interest that is received or accrued by or 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 by, or accrues 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.

If a Noteholder does not qualify for the exemption under section 10(1)(h) of the SA Income Tax Act, an exemption from, or reduction of any South African income tax liability may be available under an applicable double taxation treaty.

Furthermore, certain entities may be exempt from income tax. Purchasers are advised to consult their own professional advisers as to whether the interest income earned on the SA Notes will be exempt under section 10(1)(h) of the SA Income Tax Act or under an applicable double taxation treaty.

Under section 24J of the SA Income Tax Act, broadly speaking, any discount or premium to the principal amount of a Note is treated as part of the interest income on the Note. Interest income which accrues (or is deemed to accrue) to a Noteholder is deemed, in accordance with section 24J of the SA Income Tax Act, to accrue on a day to-day basis until that Noteholder disposes of the Note or until maturity unless an election has been made by the Noteholder, which is a company, if the Noteholder is entitled under section 24J(9) of the SA Income Tax Act to make such election, to treat its SA Notes as trading stock on a mark-to-market basis. This day-to-day basis accrual is determined by calculating the yield to maturity (as defined in section 24J of the SA Income Tax Act) and applying this rate to the capital involved for the relevant tax period. The premium or discount is treated as interest for the purposes of the exemption under section 10(1)(h) of the SA Income Tax Act.

Section 24JB deals with the fair value taxation of financial instruments for certain types of taxpayers (“covered persons”). Noteholders should seek advice as to whether these provisions may apply to them.

The tax treatment of subordinated notes where the issuer has no obligation to make interest and/or capital payments, the proceeds of which qualify as primary share capital may differ from the section 24J treatment noted above.

To the extent the disposal of the SA Note gives rise to a gain or a loss, the normal principles are to be applied in determining whether such gain or loss should be subject to income tax in terms of the Income Tax Act.

Capital Gains Tax

Capital gains and losses of residents of South Africa on the disposal of SA Notes are subject to capital gains tax unless the SA 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 SA 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, a gain or loss must be calculated. The gain or 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 gain or loss will take into account interest which has already accrued or been incurred during the period in which the transfer or redemption occurs. In terms of section 24J(4A) of the SA Income Tax Act, where an adjusted loss on transfer or redemption includes interest which has been included in the income of the holder, that amount qualifies as a deduction from the income of the holder during the year of assessment in which the transfer or redemption takes place.

Capital gains tax under the Eighth Schedule to the Income Tax Act will not be levied in relation to SA Notes disposed of by a Person who is not a resident of South Africa unless the SA Notes disposed of are attributable to a permanent establishment of that Person through which a trade is carried on in South Africa during the relevant year of assessment.

Purchasers are advised to consult their own professional advisers as to whether a disposal of SA Notes will result in a liability to capital gains tax.

Withholding Tax

A final withholding tax on interest which is levied at the rate of 15% applies to interest payments made from a South African source to foreign persons (i.e. non-residents), subject to certain exemptions (see below). South Africa is also a party to double taxation treaties that may provide full or partial relief from the withholding tax on interest, provided that certain requirements are met.

The available exemptions apply in respect of the instrument giving rise to the interest, to the foreign person receiving the interest, or to the person liable for the interest (i.e. the Issuer).

Regarding the exemptions applicable in respect of the instrument, an amount of interest is exempt if it is paid to a foreign person in terms of “*listed debt*”, being debt listed on a “*recognised exchange*”, as defined in terms of paragraph 1 of the Eighth Schedule to the SA Income Tax Act. The SA Notes may be listed on a recognised exchange. Thus, to the extent that the SA Notes remain listed on that exchange (and to the extent that that exchange remains a recognised exchange), any interest paid to a foreign person in respect of the SA Notes will be exempt from the withholding tax on interest. If the SA Notes are not listed on a recognised exchange, then the interest paid to a foreign person will not be exempt from the withholding tax on interest unless another exemption is applicable.

Regarding the exemptions applicable in respect of the foreign person receiving the interest, an amount of interest is exempt 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;
- (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 terms of Chapter 3 of the South African Tax Administration Act, 2011; and
- (c) The foreign person submits a declaration confirming their exemption to the person liable for the payment of the interest before payment of the interest is made.

If a foreign person does not qualify for the above exemption, then any interest paid to that foreign person will not be exempt from the withholding tax on interest unless another exemption is applicable.

Regarding the exemptions applicable in respect of the person liable for the interest, none of these will be applicable in respect of the Issuer. Thus, if the exemptions in respect of listed debt and foreign persons above are not applicable, then any interest paid to a foreign person will not be exempt from the withholding tax.

Definition of Interest

The references to “*interest*” above means “*interest*” as understood in South African tax law. The statements above do not take account of any different definitions of “*interest*” or “*principal*” which may prevail under any other law or which may be created by the Terms and Conditions or any related documentation.

Botswana

Interest Payments

The Issuer is an accredited International Financial Services Centre company in terms of the Income Tax Act Cap 52:01 of Botswana and therefore all payments made under the BW Notes to resident and non-resident Noteholders by the Issuer will be made free of withholding or deduction for or on account of any taxes, duties, assessments or governmental charges in Botswana.

Capital Gains

Disposal of BW Notes by a Noteholder, will not be subject to capital gains tax in Botswana in connection with the issue, transfer or redemption of BW Notes in accordance with current legislation as the Issuer is a public company as defined in Section 130 of the Botswana Income Tax Act.

Stamp Duty

No stamp, registration, or similar duties or taxes will be payable in Botswana in connection with the issue, transfer or redemption of the BW Notes in accordance with current legislation.

Tax Treaties

Botswana has entered into double taxation treaties with Barbados, France, India, Lesotho, Mauritius, Mozambique, Namibia, Seychelles, South Africa, eSwatini, Sweden, United Kingdom and Zimbabwe.

EXCHANGE CONTROL

Capitalised terms used in this section headed “Exchange Control” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section this is clearly inappropriate from the context.

The information below is intended as a general guide to the position under the Exchange Control Regulations as at the Programme Date. The Exchange Control Regulations are subject to change at any time without notice. The contents of this section headed “Exchange Control” do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

South Africa

Non-South African resident Noteholders and emigrants from the Common Monetary Area

Dealings in the SA Notes and the performance by the Issuer of its obligations under the SA Notes and the Applicable Terms and Conditions may be subject to the SA Exchange Control Regulations.

Blocked Rand

Blocked Rand may be used for the subscription for or purchase of SA Notes. Any amounts payable by the Issuer in respect of the SA Notes subscribed for or purchased with Blocked Rand may not, in terms of the SA Exchange Control Regulations, be remitted out of South Africa or paid into any non-South African bank account.

Emigrants from the Common Monetary Area

Any Individual Certificates issued to Noteholders who are emigrants from the Common Monetary Area will be endorsed “*non-resident*”. Such restrictively endorsed Individual Certificates shall be deposited with an authorised foreign exchange dealer controlling such emigrant’s blocked assets.

In the event that a Beneficial Interest in SA Notes is held by an emigrant from the Common Monetary Area through the SA CSD, the securities account maintained for such emigrant by the relevant Participant will be designated as a “*non-resident*” account.

Any payments of interest and/or principal due to a Noteholder who is an emigrant from the Common Monetary Area will be deposited into such emigrant Noteholder’s Blocked Rand account, as maintained by an authorised foreign exchange dealer. The amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the SA Exchange Control Regulations.

Non-residents of the Common Monetary Area

Any Individual Certificates issued to Noteholders who are not resident in the Common Monetary Area will be endorsed “*non-resident*”. In the event that a Beneficial Interest in SA Notes is held by a non-resident of the Common Monetary Area through the SA CSD, the securities account maintained for such Noteholder by the relevant Participant will be designated as a “*non-resident*” account.

It will be incumbent on any such non-resident Noteholder to instruct the non-resident’s nominated or authorised dealer in foreign exchange as to how any funds due to such non-resident in respect of SA Notes are to be dealt with. Such funds may, in terms of the SA Exchange Control Regulations, be remitted abroad only if the relevant SA Notes are acquired with foreign currency introduced into South Africa and provided that the relevant Individual Certificate has been endorsed “*non-resident*” or the relevant securities account has been designated as a “*non-resident*” account, as the case may be.

Inward Listing

South African institutional investors may invest in SA Notes based on foreign reference assets or issued by foreign entities, listed on the Interest Rate Market of the JSE, using the permissible foreign portfolio investment allowances.

South African corporates, banks, trusts, partnerships and private individuals may invest in SA Notes without restriction.

For the purposes of this section headed “*Exchange Control*” “**Common Monetary Area**” shall mean South Africa, Lesotho, Namibia and eSwatini.

Botswana

There are no exchange control regulations applicable to BW Notes.

GENERAL INFORMATION

Capitalised terms used in this section headed "General Information" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section this is clearly inappropriate from the context.

Authorisation

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa and Botswana as at the Programme Date have been given for the amendment of the Programme and the issue of SA Notes and for the Issuer to undertake and perform its obligations under the Programme Memorandum and the SA Notes.

Listing

The Programme Memorandum was approved by the BSE on or about 9 October 2019. The Programme Memorandum has been registered with the JSE on or about 9 October 2019. Notes to be issued under the Programme may be listed on the Interest Rate Market of the JSE, the BSE or any other Financial Exchange. Unlisted Notes may also be issued under the Programme Memorandum,

Documents Available

So long as Notes are capable of being issued under the Programme, copies of the documents incorporated under the section headed 'Documents Incorporated by Reference' will, when published, be available from the registered office of the Issuer and the relevant Transfer Agent as set out at the end of this Programme Memorandum. This Programme Memorandum, any supplement and/or amendment hereto, any Applicable Pricing Supplements relating to an issue of listed SA Notes and the published audited annual financial statements of the Issuer will also be available on the Issuer's website, <http://www.letshego.com> and on the JSE's website, <http://www.jse.co.za>.

Material Change

As at the Programme Date, and after due and careful enquiry, there has been no material change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer's latest audited financial statements. As at the Programme Date, there has been no involvement by PricewaterhouseCoopers in making the aforementioned statement.

Litigation

Save as disclosed herein, the Issuer, its respective Subsidiaries and the Debt Guarantor (whether as defendant or otherwise) are not engaged in any legal, arbitration, administration or other proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) the results of which may have or have had a material effect on the financial position of the Issuer or its subsidiaries or the Debt Guarantor in the previous 12 months.

Auditors

PricewaterhouseCoopers has acted as the auditor of the financial statements of the Issuer for the financial periods ended 31 December 2016, 2017 and 2018 and, in respect of those periods, have issued unqualified audit reports.

Issuers Directors' Responsibility Statement

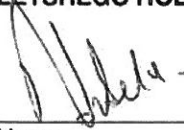
The Directors of Letshego whose names are given on the Issuer's website <https://www.letshego.com/investor-publication-types/bond-programme>, collectively and individually accept full responsibility for the accuracy of the information given in this Programme Memorandum and certify that to the best of their knowledge and belief there are no other facts, the omission of which would make any statement false or misleading, that they have made all reasonable enquiries to ascertain such facts and (if applicable) that the Programme Memorandum contains all information required by law.

The Directors confirm that this Programme Memorandum includes all such information within their knowledge (or which it would be reasonable for them to obtain by making enquiries) that investors and their professional advisers would reasonably require and reasonably expect to find for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the issuer and of the rights attaching to the securities to which the listing particulars relate.

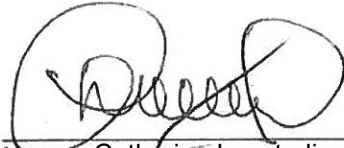
SIGNED at Gaborone on this 9 day of October 2019

For and on behalf of

LETSHEGO HOLDINGS LIMITED



Name: Dumisani Ndebele
Capacity: Director
Who warrants his/her authority hereto



Name: Catherine Lesetedi
Capacity: Director
Who warrants his/her authority hereto

ISSUER

Letshego Holdings Limited
(registration number Co 98/442)
1st Floor, Letshego Place
22 Khama Crescent
Gaborone, Botswana
PO Box 381
Gaborone
Botswana
Contact: Mr C Patterson

ARRANGER

FirstRand Bank Limited
a division of Rand Merchant Bank Limited
(registration number 1929/001225/06)
1 Merchant Place
Corner Rivonia Road and Fredman Drive
Sandton, 2196
South Africa
P O Box 786273
Sandton, 2146
South Africa
Contact: Head – Debt Capital Markets
+27 11 282 8000

DEALER

Rand Merchant Bank
a division of FirstRand Bank Limited
(registration number 1929/001225/06)
1 Merchant Place
Corner Rivonia Road and Fredman Drive
Sandton, 2196
South Africa
P O Box 786273
Sandton, 2146
South Africa
Contact: Head – Debt Capital Markets
+27 11 282 8000

SA SECURED NOTES TRUSTEE

TMF Corporate Services (South Africa)
Proprietary Limited
3rd Floor
200 on Main
Corner Main and Bowwood Roads
Claremont, 7708
South Africa
Contact: Managing Director
+27 21 657 6010

BW UNSECURED NOTES AND SECURED NOTES TRUSTEES

Mr Robert Vinen
Plot 64518
Fairgrounds Office Park
Botswana
PO Box 211008
Bontleng
Gaborone
Botswana
Contact: Mr R Vinen

**TRANSFER AGENT
(SA NOTES)**

**Computershare Investor Services
Proprietary Limited**
(registration number 2004/003647/07)
Rosebank Towers
15 Biermann Avenue
Rosebank
PO Box 61051
Marshalltown, 2107
South Africa
Contact: Head of Securities Lending and
Issuer Services Operations
+27 11 370 5000

**PAYING AGENT
(SA NOTES)**

**First National Bank,
a division of FirstRand Bank Limited**
(registration number 1929/001225/06)
1 Merchant Place
cnr Rivonia Road and Fredman Drive
Sandton, 2196
South Africa
PO Box 786273
Sandton, 2146
South Africa
Contact: Head – Debt Capital Markets
+27 11 282 8000

CALCULATION AGENT

Letshego Holdings Limited
(registration number Co 98/442)
1st Floor, Letshego Place
22 Khama Crescent
Gaborone
Botswana
PO Box 381
Gaborone
Botswana
Contact: Mr C Patterson

JSE DEBT SPONSOR

**The Standard Bank of South Africa Limited
acting through its Corporate and
Investment Banking Division**
(registration number 1962/000738/06)
30 Baker Street
Rosebank, 2196
South Africa
P O Box 4425
Johannesburg, 2000
South Africa
Contact: Head – Debt Capital Markets
+27 11 378 7032

**TRANSFER AGENT
(BW NOTES)**

PricewaterhouseCoopers
Plot 50371
Fairground Office Park
Gaborone
Botswana
PO Box 294
Gaborone
Botswana
Contact: Finance Manager – Letshego
Holdings Limited
+267 395 2011

**PAYING AGENT
(BW NOTES)**

Letshego Holdings Limited
(registration number Co 98/442)
1st Floor, Letshego Place
22 Khama Crescent
Gaborone, Botswana
PO Box 381
Gaborone
Botswana
Contact: Mr C Patterson

**ISSUER AGENT
(SA NOTES)**

**Rand Merchant Bank
a division of FirstRand Bank Limited**
(registration number 1929/001225/06)
1 Merchant Place
Corner Rivonia Road and Fredman Drive
Sandton, 2196
South Africa
P O Box 786273
Sandton, 2146
South Africa
Contact: Head – Debt Capital Markets
+27 11 282 8000

BSE SPONSORING BROKER

**African Alliance Botswana
Securities Limited**
(registration number Co 88/163)
Plot 50361 Fairground Office Park
Gaborone
Botswana
P O Box 2770
Gaborone
Botswana
Contact: Mr K Mohohlo
+267 364 3954

**LEGAL ADVISERS TO THE ISSUER,
ARRANGER AND DEALERS AS TO
SOUTH AFRICAN LAW**

Bowman Gilfillan Incorporated
(registration number 1998/021409/21)
165 West Street
Sandown
Sandton, 2196
South Africa
PO Box 785812
Sandton, 2146
South Africa
Contact: Mr C van Heerden
+27 11 669 9000

**LEGAL ADVISERS TO THE ISSUER,
ARRANGER AND DEALERS AS TO
BOTSWANA LAW**

Armstrong Attorneys
2nd Floor
Acacia House, Plot 54358
Cnr Khama Crescent Ext &
PG Matante Road, New CBD
Botswana
PO Box 1368
Gaborone
Botswana
Contact: Mr S Ziga
+267 395 3481

AUDITORS TO THE ISSUER

Ernst & Young
Plot 22 Khama Crescent, 2nd Floor
Gaborone
Botswana
P O Box 41015
Gaborone
Botswana
Contact: Audit Partner – Letshego Holdings Limited
+267 3654000