

Benchmark Discontinuation Riders (including option to transition JIBAR to Daily Compounded ZARONIA) for the bond market in South Africa

Prepared by
The Market Practitioners Group's
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SOUTH AFRICAN RESERVE BANK



Foreword

The South African Reserve Bank (the **SARB**) formed the Market Practitioners Group (**MPG**) and its workstreams to manage the process of adoption and transition to new interest rate benchmarks. This includes the transition from JIBAR and the adoption of ZARONIA as the preferred alternative near risk-free reference rate.

The MPG has (with the assistance of White & Case) prepared two Riders for incorporation of Benchmark Discontinuation (i.e. permanent fallback) language into the Terms and Conditions of Notes/Bond to address the transition and replacement of discontinued benchmarks (such as JIBAR) (the **Riders**) entitled:

- Benchmark Discontinuation Rider with Optional Independent Adviser (**Rider A**); and
- Benchmark Discontinuation Rider with Mandatory Independent Adviser (**Rider B**).

The Riders are non-binding forms. Their intention is to be used as a documentary framework and guidance for providing for a reference rate switch in the event of a discontinuation of the original reference rate provided for in a Note/Bond issuance including a mechanism, if selected, for a “hardwired” switching from JIBAR to compounded in arrear ZARONIA.

The distinction between the Riders is that Rider A provides for an optional appointment of an Independent Adviser to make the necessary determinations and elections under Rider A with the issuer of the Notes/Bonds making such determinations and elections in the absence of the appointment of an Independent Adviser while Rider B requires the Issuer of the Notes/Bonds to appoint an Independent Adviser to make such determinations and elections.

For the purpose of the “hardwired” transition from JIBAR reference rates to a ZARONIA reference rate contemplated in the Riders, the Riders reference the ZARONIA conventions for the South African market as recommended by the SARB in consultation with financial market participants, available [here](#). In accordance with these recommendations, the Riders adopt a non-cumulative compounded in arrears methodology for the calculation of the interest rate with a five Business Days lookback without observation shift and, if applicable, a floor at the level of the daily ZARONIA reference rate.

Individual parties choosing to use either of the Riders as the basis for preparing Note/Bond issuance or programme documentation for transactions should note that in the absence of established market or operational practice in relation to the market conventions for ZARONIA-linked Notes/Bonds this document seeks only to reflect those conventions and does not purport to offer any standardised position in relation to a number of issues associated with the use of compounded risk-free reference rates or the operation of those conventions. Those issues will require consideration and resolution by the relevant parties in the context of the relevant transaction.

Disclaimer

- i. *The drafting contained in the Riders must be carefully reviewed and where necessary amended to match the underlying Notes/Bond Terms and Conditions, especially with respect to clause references and defined terms.*
- ii. *For the avoidance of doubt, the Riders are non-binding forms. Individual parties are free to depart from the terms of the Riders and should always satisfy themselves of the regulatory implications of their use. The intention of the Riders is to be used as a starting point for negotiation only. In particular, nothing in the Riders is intended to, or should be construed as, a recommendation of, or support for, any particular pricing methodology or any other particular commercial arrangement, including any agreement on the payment of fees or the allocation of costs or expenses.*
- iii. *Whilst every effort has been taken in the preparation of the Riders that follow, no representation or warranty is given by White & Case or any member of the MPG:*
 - *as to the suitability of the Riders for the amendment of the Terms and Conditions of any Notes/Bonds or their incorporation into Applicable Pricing Supplements for particular issuances of Notes/Bonds;*
 - *as to the suitability of the Riders for any particular transaction or purpose;*
 - *that the Riders will cover any or every eventuality; and*
 - *as to the accuracy or completeness of the contents of the Riders.*
- iv. *None of White & Case or any member of the MPG:*
 - *are liable for any losses suffered by any person as a result of any contract incorporating the Riders (or any part of the Riders) or which may arise from the presence of any errors or omissions in the Riders and no proceedings shall be taken by any person in relation to such losses;*
 - *undertake to maintain the availability of or make available publicly any update(s) to the Riders;*
 - *shall be liable for any losses suffered by any person as a result of any unavailability of any Rider at any time and no proceedings shall be taken by any person in relation to such losses.*

For the avoidance of doubt, this document is in a non-binding form. Its intention is to be used as a documentary framework and guidance for providing a reference rate switch in the event of a discontinuation of the original reference rate provide for in a Note/Bond issuance including a mechanism for switching from JIBAR to compounded in arrear ZARONIA. This document does not constitute a recommended form of the South African Reserve Bank (the “SARB”) or the Market Practitioners Group (the “MPG”) established by the SARB for the purposes of the South African reference rate reform programme. Individual parties are free to depart from its terms and should always satisfy themselves of the regulatory implications of its use. In particular, nothing in this document is intended to, or should be construed as, a recommendation of, or support for, any particular pricing methodology by the SARB or the MPG. This document has been published with input and views provided by a working party of market participants.

This document provides a documentary reflection of the recommendations for market conventions for ZARONIA-linked Notes/Bonds issued by the MPG. Individual parties choosing to use this document as the basis for preparing Note/Bond issuance or programme documentation for transactions should note that in the absence of established market or operational practice in relation to the market conventions for ZARONIA-linked Notes/Bonds this document seeks only to reflect those conventions and does not purport to offer any standardised position in relation to a number of issues associated with the use of compounded risk-free reference rates or the operation of those conventions. Those issues will require consideration and resolution by the relevant parties in the context of the relevant transaction.

This document provides an option to hardwire a fallback from JIBAR to ZARONIA and in this regard adopts:

- a Lookback without Observation Shift; and
- a non-cumulative compounded methodology for interest calculations,

in accordance with MPG recommendations.

This document has been prepared for inclusion in Programme updates to incorporate in the Terms and Conditions of Notes/Bonds the ability to switch to a new reference rate if an existing reference rate is discontinued. It also provides for an option for a hardwired switch to compounded in arrear ZARONIA for issuers who will continue to issue JIBAR-linked Notes/Bonds until JIBAR discontinuation takes effect and who wish to hardwire the switch to compounded in arrear ZARONIA. If the language in this document is to be included in Pricing Supplements or standalone bond documentation it will need to be tailored and amended accordingly.

This document provides for an optional appointment of an Independent Adviser (at the election of the issuer) to make any or all of the determinations, decisions or elections required.

BENCHMARK DISCONTINUATION RIDER WITH OPTIONAL INDEPENDENT ADVISER

1. Benchmark Discontinuation

1.1 Application of Benchmark Discontinuation Provisions

[If Screen Rate Determination is specified as applicable in the Applicable Pricing Supplement and Benchmark Discontinuation is specified as applicable in the Applicable Pricing Supplement, then notwithstanding] / [Notwithstanding] the provisions of Condition [●] (*Floating Rate Notes Provisions*)¹, if [the Issuer [(in consultation with the Calculation Agent (if any))]² determines (acting in good faith and in a commercially reasonable manner) that]³ a

¹ Headings to be adjusted based on the Terms and Conditions of the Notes.

² Parties should determine whether the Issuer in making the determination that a Benchmark Event has occurred should do so in consultation with the Calculation Agent (if one is appointed).

³ Parties should consider whether the Issuer should make a determination or whether provision should simply take effect when a Benchmark Event and its related Benchmark Event Date has occurred.

Benchmark Event and its related Benchmark Event Date has occurred in relation to an Original Reference Rate for any Series of Notes when any Interest Rate (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then, with effect from the Benchmark Replacement Date, the Adjusted Replacement Reference Rate determined in accordance with the provisions of this Condition 1 will replace the Original Reference Rate to determine the relevant Interest Rate (or the relevant component part thereof) and the Interest Amounts in respect of all Interest Periods commencing on or after the Benchmark Replacement Date (subject to any subsequent application of this Condition 0 with respect to the Replacement Reference Rate).

1.2 Determination of Replacement Reference Rate

- (a) The Reference Rate that will replace the Original Reference Rate (the “**Replacement Reference Rate**”) pursuant to this Condition 1 shall be:
 - (i) [if the Original Reference Rate (or a component thereof) is JIBAR and ZARONIA Fallback Rate is specified as applicable in the Applicable Pricing Supplement, the Compounded Daily ZARONIA; or]^{4 5}
 - (ii) [in any other case,]⁶ the first of the following Reference Rates determined by the Issuer [(in consultation with the Calculation Agent (if any))]⁷, with effect from the Benchmark Event Date and by not later than the Replacement Reference Rate Determination Cut-off Date, in the following order of application and precedence:
 - (A) first, the Supervisor Recommended Reference Rate;
 - (B) second, if the Issuer [(in consultation with the Calculation Agent (if any))]⁸ determines that there is no Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate; and
 - (C) third, if the Issuer [(in consultation with the Calculation Agent (if any))]⁹ determines that there is no Administrator Recommended Reference Rate, the Alternative Reference Rate.
- (b) If:
 - (i) [Condition 1.2(a)(ii) applies;]¹⁰
 - (ii) no Replacement Reference Rate and (if any) the applicable Adjustment Spread is determined and notified to the Calculation Agent pursuant to this Condition 0 prior to the relevant Interest Determination Date occurring immediately after the Replacement Reference Rate Determination Cut-off Date; and
 - (iii) there are no fallback provisions provided for in Condition [●] (*Screen Rate Determination*)¹¹ and/or the Applicable Pricing Supplement for the purposes

⁴ Include paragraph (i) of a hardwired fallback from JIBAR to Compounded Daily ZARONIA is preferred, otherwise delete.

⁵ If included, refer to ZARONIA Fallback Rate in the Applicable Pricing Supplement.

⁶ Delete if Condition 1.2(a)(i) is not included.

⁷ See foot note 4.

⁸ See foot note 4.

⁹ See foot note 4.

¹⁰ Include if Condition 1.2(a)(i) is included, otherwise delete.

¹¹ Headings to be adjusted based on the Terms and Conditions of the Notes.

of determining the Interest Rate on such Interest Determination Date in relation to the Original Reference Rate,

the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Notes in respect of the immediately preceding Interest Period (or alternatively, if there has not been a first Interest Payment Date, the Interest Rate for the next succeeding Interest Period shall be the initial Interest Rate) (the “**Final Fallback Rate**”); *provided that*:

- (A) where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Interest Rate or Minimum Interest Rate relating to that last preceding Interest Period; and
- (B) this Condition 1.2(b) and the Final Fallback Rate shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 0.

1.3 Adjustment Spread

- (a) If any Replacement Reference Rate is determined in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*)¹², the Issuer [(in consultation with the Calculation Agent (if any))]¹³ shall, with effect from the Benchmark Event Date and by not later than the Replacement Reference Rate Determination Cut-off Date determine (acting in good faith and in a manner which is commercially reasonable and (if any) substantially consistent with market practice in domestic debt capital markets transactions which reference the Original Reference Rate and taking into account the requirements of the definition of “*Adjustment Spread*”) whether an Adjustment Spread should be applied to such Replacement Reference Rate and, if the Issuer [(in consultation with the Calculation Agent (if any))]¹⁴ so determines (which may include consultation with an Independent Adviser (if appointed)) that an Adjustment Spread should be so applied, determine the Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread) in accordance with the requirements of the definition of “*Adjustment Spread*”, which Adjustment Spread shall be applied to such Replacement Reference Rate for each subsequent determination of an Interest Rate (or a relevant component part thereof) by reference to such Replacement Reference Rate. If the Issuer is unable to determine the quantum of, or a formula or methodology for determining the Adjustment Spread, then the Replacement Reference Rate will apply without an Adjustment Spread.
- (b) No Adjustment Spread shall be applied to the Final Fallback Rate.

1.4 Benchmark Amendments

- (a) If any Replacement Reference Rate is determined in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*)¹⁵ and/or (if applicable) any Adjustment Spread is determined in accordance with Condition 1.3 (*Adjustment*

¹² Adjust cross-referencing if Condition 1.2(a)(i) is not included.

¹³ See foot note 4.

¹⁴ See foot note 4.

¹⁵ Adjust cross-referencing if Condition 1.2(a)(i) is not included.

Spread) and the Issuer [(in consultation with the Calculation Agent (if any))]¹⁶ determines (acting reasonably and in good faith):

- (i) that technical, operational and/or operational amendments, variations and/or modifications to these Terms and Conditions and/or the Applicable Pricing Supplement are necessary to ensure the proper operation of the applicable Replacement Reference Rate and/or the applicable Adjustment Spread, including, without limitation, changes to:
 - (A) the definition or determination of Interest Periods and/or Interest Determination Dates;
 - (B) the timing and frequency of determining rates and making payments of interest;
 - (C) rounding of amounts or tenors; and
 - (D) any other administrative provisions related to the calculation or application of interest,

to reflect the adoption of the applicable Replacement Reference Rate and/or the applicable Adjustment Spread in a manner substantially consistent with market practice (or, if the Issuer [(in consultation with the Calculation Agent (if any))]¹⁷ decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer [(in consultation with the Calculation Agent (if any))]¹⁸ determines that no market practice for use of the applicable Replacement Reference Rate and/or the applicable Adjustment Spread exists, in such other manner as the Issuer [(in consultation with the Calculation Agent (if any))]¹⁹ determines is reasonably necessary) (such amendments, variations and/or modifications, the “**Benchmark Amendments**”); and

- (ii) the terms of the Benchmark Amendments,

then the Issuer shall, subject to the Issuer having to give notice thereof to the Noteholders, the Calculation Agent and the Paying Agent in accordance with Condition 1.5 (*Notice and Implementation of Benchmark Replacement*), without any requirement for the consent or approval of Noteholders, the Calculation Agent or the Paying Agent amend, vary or modify these Terms and Conditions and/or the Applicable Pricing Supplement to give effect to such Benchmark Amendments with effect from the Benchmark Replacement Date.

- (b) Any Benchmark Amendments shall constitute technical and/or administrative amendments for the purposes of Condition [●] (*Amendments to these Terms and Conditions*)²⁰ and the Issuer shall comply with:
 - (i) the requirements of Condition [●] (*Amendments to these Terms and Conditions*)²¹ in giving effect to such Benchmark Amendments; and

¹⁶ See foot note 4.

¹⁷ See foot note 4.

¹⁸ See foot note 4.

¹⁹ See foot note 4.

²⁰ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

²¹ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

- (ii) if the Notes are for the time being listed or admitted to trading on any Financial Exchange, the listings requirements of such Financial Exchange applicable to such Benchmark Amendments.

1.5 Notice and Implementation of Benchmark Replacement

- (a) The applicable Replacement Reference Rate, Adjustment Spread (if any) and Benchmark Amendments (if any) shall take effect on the Benchmark Replacement Date and after delivery of a Benchmark Replacement Notice in accordance with Condition 1.5(b).
- (b) The Issuer shall deliver a written notice (the “**Benchmark Replacement Notice**”) to the Noteholders in accordance with Condition [●] (*Notices*)²², the Calculation Agent (or any other party specified in the Applicable Pricing Supplement as being responsible for calculating the Interest Rate) and the Paying Agent, which Benchmark Replacement Notice shall:
 - (i) specify:
 - (A) the Benchmark Event and its related Benchmark Event Date;
 - (B) the Benchmark Cessation Effective Date;
 - (C) the Replacement Reference Rate;
 - (D) the applicable Adjustment Spread (if any);
 - (E) the terms of any Benchmark Amendments (if any);
 - (F) the Benchmark Replacement Date; and
 - (G) the Independent Adviser appointed by the Issuer (if any); and
 - (ii) be accompanied by a certificate signed by two of the Issuer’s authorised signatories confirming:
 - (A) that a Benchmark Event and its related Benchmark Event Date has occurred;
 - (B) the Replacement Reference Rate;
 - (C) the applicable Adjustment Spread (if any);
 - (D) the terms of any Benchmark Amendments (if any); and
 - (E) the Benchmark Replacement Date,

in each case determined in accordance with this Condition 0 and certifying that such Benchmark Amendments are necessary to give effect to any application of this Condition 0.²³
- (c) A Benchmark Replacement Notice shall be irrevocable.

1.6 Binding Determinations

Any determination, decision or election made by the Issuer (or, if applicable, the Independent Adviser) pursuant to this Condition 0, including, without limitation, the determination of the

²² Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

²³ If notice is to be given pursuant to SENS then a link to the certificate on the Issuer’s website should be included in the SENS announcement.

occurrence of a Benchmark Event and its related Benchmark Event Date, the selection or determination of the Replacement Reference Rate and/or the Adjustment Spread, the determination of the Benchmark Replacement Date and/or the Benchmark Cessation Effective Date and the determination of any Benchmark Amendments, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent (or any other party specified in the Applicable Pricing Supplement as being responsible for calculating the Interest Rate), the Paying Agent and the Noteholders. The Calculation Agent (or any other party specified in the Applicable Pricing Supplement as being responsible for calculating the Interest Rate) and the Paying Agent will be entitled to conclusively rely on any determinations made by the Independent Adviser and will have no liability for such actions taken at the direction of the Issuer and/or the Independent Adviser pursuant to this Condition 1.

1.7 Survival of Original Reference Rate Provisions

- (a) Without prejudice to the obligations of the Issuer under this Condition 0, the Original Reference Rate and the fallback provisions provided for in Condition [●] (*Screen Rate Determination*)²⁴ will continue to apply unless and until a Benchmark Event and its related Benchmark Event Date has occurred and the Noteholders and the Calculation Agent have been notified of the Replacement Reference Rate, the applicable Adjustment Spread, any Benchmark Amendments and the Benchmark Replacement Date, in each case, in accordance with Condition 1.5 (*Notice and Implementation of Benchmark Replacement*).
- (b) If, following the occurrence of a Benchmark Event and its related Benchmark Event Date and in relation to the determination of the Interest Rate on the relevant Interest Determination Date, no Replacement Reference Rate and (if any) the applicable Adjustment Spread is determined and notified to the Noteholders and Calculation Agent in accordance with Condition 1.5 (*Notice and Implementation of Benchmark Replacement*), then, unless Condition 1.2(b) (*Determination of Replacement Reference Rate*) applies, the Original Reference Rate will continue to apply for the purposes of determining such Interest Rate on such Interest Determination Date, with the effect that the fallback provisions provided for in Condition [●] (*Screen Rate Determination*)²⁵ will (if applicable) continue to apply to such determination.
- (c) Condition 1.7(b) shall apply to the determination of the Interest Rate on the relevant Interest Determination Date only and the Interest Rate applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 0.

1.8 Independent Adviser

- (a) The Issuer may, at its sole discretion and expense, appoint an Independent Adviser to make any or all of the determinations, decisions or elections required under this Condition 0, including:
 - (i) the occurrence of a Benchmark Event and the related Benchmark Event Date;
 - (ii) the determination of the Replacement Reference Rate; and
 - (iii) the determination of the Adjustment Spread or a formula or methodology for determining the applicable Adjustment Spread.
- (b) If an Independent Adviser is appointed, the Issuer shall notify the Noteholders of such appointment in the Benchmark Replacement Notice.

²⁴ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

²⁵ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

- (c) Any determination, decision or election made by the Independent Adviser shall be deemed to be a determination by the Issuer for the purposes of this Condition 0, unless the Issuer notifies the Noteholders otherwise prior to the Benchmark Replacement Date.
- (d) If no Independent Adviser is appointed, or if the Independent Adviser fails to make a determination within a reasonable period as determined by the Issuer, the Issuer [(in consultation with the Calculation Agent (if any))]²⁶ shall make such determinations itself, acting in good faith and in a manner which is commercially reasonable and (if any) substantially consistent with market practice in domestic debt capital markets transactions which reference the Original Reference Rate.
- (e) An Independent Adviser appointed pursuant to this Condition 1.8 shall act in good faith and in a commercially reasonable manner as an independent expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Calculation Agent (or any other party responsible for determining the Interest Rate, and acting independently of the Issuer, as specified in the Applicable Pricing Supplement), the Paying Agent or the Noteholders for any determination, decision or election made by it or for any advice given to the Issuer in connection with any determination, decision or election made by the Issuer pursuant to this Condition 0.

1.9 [Regulatory Override]²⁷

Notwithstanding any other provision of this Condition 0, no Replacement Reference Rate or Adjustment Spread will be adopted, nor will any other amendment to the Terms and Conditions of any Series of Notes be made to effect the Benchmark Amendments (if any):

- (a) without the prior approval of the Relevant Regulator if required under [the relevant Capital Regulations] / [the Flac Rules] (if applicable); and/or
- (b) if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Notes as [Tier 2 Capital] / [Additional Tier 1 Capital] / [Flac Instruments].]

1.10 Definitions

In this Condition 0:

“**Adjusted Replacement Reference Rate**” means:

- (a) [in the case of Condition 1.2(a)(i) (*Determination of Replacement Reference Rate*)], the ZARONIA Fallback Rate; or]²⁸
- (b) [in the case of Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*)],]²⁹ the sum of the Replacement Reference Rate determined by the Issuer in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*) and (if any) the Adjustment Spread applicable to the Replacement Reference Rate determined by the Issuer in accordance with Condition 1.3 (*Adjustment Spread*).

²⁶ See foot note 4.

²⁷ Applicable to banks and bank controlling companies. A similar provision should be included for insurance companies. Defined terms to be aligned to the applicable Terms and Conditions.

²⁸ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete.

²⁹ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete.

“Adjustment Spread” means, in respect of a Replacement Reference Rate determined in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*)³⁰, either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in each case to be applied to the Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the relevant circumstances, any economic prejudice or benefit (as applicable) to the Noteholders as a result of the replacement of the Original Reference Rate with the Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate or the Alternative Reference Rate (as applicable), and is the spread, formula or methodology which:

- (a) in the case of a Supervisor Recommended Reference Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Supervisor Recommended Reference Rate by the Supervisor;
- (b) in the case of an Administrator Recommended Reference Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Administrator Recommended Reference Rate by the Administrator or the Supervisor of the Administrator;
- (c) in the case of an Alternative Reference Rate or (where paragraphs (a) and (b) above do not apply) in the case of a Supervisor Recommended Reference Rate or an Administrator Recommended Reference Rate (as applicable), the Issuer [(in consultation with the Calculation Agent (if any))]³¹, acting in good faith and in a commercially reasonable manner, determines (which may include consultation with an Independent Adviser (if appointed)) is customarily applied in domestic debt capital markets transactions which reference the Original Reference Rate to produce an industry accepted replacement rate for the Original Reference Rate, where the Original Reference Rate has been replaced by the Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate or the Alternative Reference Rate (as applicable); or
- (d) if the Issuer [(in consultation with the Calculation Agent (if any))]³², acting in good faith and in a commercially reasonable manner, determines (which may include consultation with an Independent Adviser (if appointed)) that no such spread is customarily applied as contemplated in (c) above and paragraphs (a) and (b) above do not apply, the Issuer [(in consultation with the Calculation Agent (if any))]³³, acting in good faith and in a commercially reasonable manner, determines (which may include consultation with an Independent Adviser (if appointed)) is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where the Original Reference Rate has been replaced by the relevant Supervisor Recommended Reference Rate, Administrator Recommended Reference Rate or Alternative Reference Rate (as applicable); or
- (e) if no such industry standard is recognised or acknowledged as contemplated in paragraph (d) above, the Issuer [(in consultation with the Calculation Agent (if any))]³⁴, in its discretion and acting in good faith and in a commercially reasonable manner, determines to be appropriate, which may include consultation with an Independent

³⁰ Check cross-referencing in Condition 1.2(a)(i) is not included.

³¹ See foot note 4.

³² See foot note 4.

³³ See foot note 4.

³⁴ See foot note 4.

Adviser (if appointed) and shall take into account the requirements of this definition of “*Adjustment Spread*”.

“**Administrator**” means, in respect of any Original Reference Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark, and, in each case, any successor administrator or, as applicable, any successor administrator or provider.

“**Administrator Recommended Reference Rate**” means in respect of an Original Reference Rate, a successor to or replacement of that Original Reference Rate which is formally recommended by the Administrator of that Original Reference Rate.

“**Alternative Reference Rate**” means, in circumstances where there is no Supervisor Recommended Reference Rate or Administrator Recommended Reference Rate as at an Interest Determination Date, an alternative rate to the Original Reference Rate which the Issuer [(in consultation with the Calculation Agent (if any))]³⁵ (acting in good faith, in a commercially reasonable manner and by reference to such sources and available information as it deems appropriate taking into account prevailing market practices, any recommendations by any relevant industry body(ies) or working group established for the domestic debt capital markets and any applicable regulatory guidance) determines has replaced the Original Reference Rate in customary market usage in the domestic debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) for debt securities denominated in [the same Specified Currency as the Notes] / [ZAR]³⁶ and of a comparable duration to the relevant Interest Period or, if the Issuer [(in consultation with the Calculation Agent (if any))]³⁷ determines that there is no such rate, such other rate which the Issuer [(in consultation with the Calculation Agent (if any))]³⁸ determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Original Reference Rate.

“**Benchmark Amendments**” has the meaning given to it in Condition 1.4 (*Benchmark Amendments*).

“**Benchmark Event**” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (b) the Administrator of the Original Reference Rate publicly announces that it has ceased or will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor Administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) the Supervisor of the Administrator of the Original Reference Rate publicly announces that the Original Reference Rate has been or will, by a specified date, be permanently or indefinitely discontinued; or
- (d) the Supervisor of the Administrator of the Original Reference Rate publicly announces that the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or

³⁵ See foot note 4.

³⁶ Adjust in line with applicable Terms and Conditions.

³⁷ See foot note 4.

³⁸ See foot note 4.

- (e) the Supervisor of the Administrator of the Original Reference Rate publicly announces that the Original Reference Rate will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (f) the Supervisor of the Administrator of the Original Reference Rate makes a public announcement or publishes information stating that the Original Reference Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such Supervisor); or
- (g) it has or will prior to the next Interest Determination Date become unlawful or otherwise prohibited for the Calculation Agent, the Paying Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

“Benchmark Event Date” means, in respect of an Original Reference Rate and a related Benchmark Event, the date which is the later of:

- (a) the date of the occurrence of the relevant Benchmark Event; and
- (b) notwithstanding paragraph (a) above, where the relevant Benchmark Event is a public announcement or statement within paragraphs (b), (c), (d), (e) or (f) of the definition of *“Benchmark Event”* and the relevant specified future date in the public announcement or statement is more than six months after the date of that public announcement or statement, the date falling six months prior to such specified future date.

“Benchmark Cessation Effective Date” means the earliest to occur on or after the relevant Benchmark Event Date of the following events with respect to the Original Reference Rate:

- (a) in the case of the Benchmark Event under paragraph (a), (f) or (g) of the definition of *“Benchmark Event”*, the date of the occurrence of such Benchmark Event;
- (b) in the case of the Benchmark Event under paragraph (b) of the definition of *“Benchmark Event”*, the date of the cessation of the publication of the Original Reference Rate;
- (c) in the case of the Benchmark Event under paragraph (c) of the definition of *“Benchmark Event”*, the date of the permanent discontinuation of the Original Reference Rate;
- (d) in the case of the Benchmark Event under paragraph (d) of the definition of *“Benchmark Event”*, the date on which the Original Reference Rate is prohibited from being used; and
- (e) in the case of the Benchmark Event under paragraph (e) of the definition of *“Benchmark Event”*, the date on which the Original Reference Rate becomes subject to restrictions or adverse consequences.

“Benchmark Replacement Date” means the date specified as such by the Issuer in the Benchmark Replacement Notice, being a date not earlier than the earlier of:

- (a) 5 Business Days following the date of delivery of the Benchmark Replacement Notice (or such shorter period as the Issuer determines (acting reasonably and in good faith) is practicable in the circumstances); and
- (b) the Benchmark Cessation Effective Date.

“Benchmark Replacement Notice” means has the meaning given to it in Condition 1.5(b) (*Notice and Implementation of Benchmark Replacement*).

["**Compounded Daily ZARONIA**" means, with respect to an Interest Period commencing after the Benchmark Replacement Date, the rate of return of a daily compound interest investment (with ZARONIA as the Reference Rate for the calculation of interest) as calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{ZARONIA_{i-5 JBD} \times n_i}{D} \right) - 1 \right] \times \frac{365}{d}$$

where:

d is the number of calendar days in the relevant Interest Period;

d_o is the number of Johannesburg Business Days in the relevant Interest Period;

i is, in relation to any Interest Period, a series of whole numbers from 1 to d_o , each representing the relevant Johannesburg Business Day in chronological order from (and including) the first Johannesburg Business Day in the relevant Interest Period to (and including) the last Johannesburg Business Day in such Interest Period;

"**Interest Determination Date**" means, for the purpose of this definition only, the Johannesburg Business Day falling five Johannesburg Business Days before the relevant Interest Payment Date;

n_i , for any Johannesburg Business Day " i " in the relevant Interest Period, means the number of calendar days from (and including) such Johannesburg Business Day " i " up to (but excluding) the following Johannesburg Business Day;

"**Publication Time**" means at or about 10.00 a.m. (Johannesburg time) or any amended publication time for the final intraday refix of ZARONIA specified by the Administrator for ZARONIA; and

$ZARONIA_{i-5 JBD}$, means, in respect of any Johannesburg Business Day " i " falling in the relevant Interest Period, the ZARONIA Reference Rate for the Johannesburg Business Day (being a Johannesburg Business Day falling in the relevant ZARONIA Observation Period) falling five Johannesburg Business Days prior to the relevant Johannesburg Business Day " i ",

provided that:

- (i) if, for any reason, the Compounded Daily ZARONIA needs to be determined for a period other than an Interest Period, the Compounded Daily ZARONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period; and
- (ii) if, in respect of any Johannesburg Business Day, ZARONIA is not available on the SARB's Website, such Reference Rate shall be:
 - (A) the SARB Policy Rate prevailing at close of business on the relevant Johannesburg Business Day as adjusted, if SARB Policy Rate Spread Adjustment is specified as applicable in the Applicable Pricing Supplement, by the SARB Policy Rate Spread as specified in the Applicable Pricing Supplement; or³⁹

³⁹ Include SARB Policy Rate Spread Adjustment and the SARB Policy Rate Spread in the Applicable Pricing Supplement.

- (B) subject to this Condition 0, if such SARB Policy Rate is not available, the ZARONIA rate published on the SARB's Website for the first preceding Johannesburg Business Day on which the ZARONIA rate was published on the SARB's Website,⁴⁰

and if the aggregate of such Reference Rate and the ZARONIA Fallback Adjustment Spread is less than zero, such Reference Rate for such Johannesburg Business Day shall be deemed to be such a rate that the aggregate of such Reference Rate and the ZARONIA Fallback Adjustment Spread is zero, and in each case, " $ZARONIA_i - 5 JBD$ " shall be interpreted accordingly.]⁴¹

"Final Fallback Rate" has the meaning given to it in Condition 1.2(b) (*Determination of Replacement Reference Rate*).

"Independent Adviser" means an independent financial institution or financial adviser of recognised standing and with appropriate experience in the domestic capital markets, selected and appointed by the Issuer in accordance with Condition 1.8 (*Independent Adviser*).

[**"JIBAR"** means the Johannesburg Interbank Average Rate (being the South African Rand wholesale funding rate known as JIBAR) administered by the SARB (or a successor Administrator).]⁴²

[**"Johannesburg Business Day"** or **"JBD"** means any day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are open for general business in Johannesburg, South Africa.]⁴³

"Original Reference Rate" means the Reference Rate originally specified in the Applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (*provided that* if, following one or more Benchmark Events and the related Benchmark Event Date(s), such Reference Rate originally specified in the Applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (or any Replacement Reference Rate which has replaced it) has been replaced by a (or a further) Replacement Reference Rate and a Benchmark Event and its related Benchmark Event Date subsequently occurs in respect of such Replacement Reference Rate, the term Original Reference Rate shall include any such Replacement Reference Rate).

"Replacement Reference Rate" has the meaning given to it in Condition 1.2(a) (*Determination of Replacement Reference Rate*).

"Replacement Reference Rate Determination Cut-off Date" means the date, after the Benchmark Event Date, that is no later than 5 Business Days prior to the Interest Determination Date relating to the first Interest Period commencing after the relevant Benchmark Cessation Effective Date.

[**"SARB"** means the South African Reserve Bank.]⁴⁴

⁴⁰ Order of these fallbacks to be considered by the parties and whether the order should provide for historic ZARONIA first and SARB Policy Rate second.

⁴¹ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition

⁴² Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁴³ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁴⁴ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

["**SARB Policy Rate**" means, in respect of any relevant day (including any day "*t*"), the repo rate (or any successor rate) which is the main policy rate of the SARB as determined and set by the monetary policy committee of the SARB and published by the SARB from time to time, in effect on that day.]⁴⁵

["**SARB's Website**" means the website of the SARB currently at <http://www.resbank.co.za>, any successor website of the SARB (or a successor administrator of ZARONIA) or any successor source.]⁴⁶

"**Supervisor**" means, in respect of an Original Reference Rate:

- (a) the central bank, supervisor, regulator or other supervisory authority that is responsible for supervising (i) that Applicable Benchmark Rate, and/or (ii) the Administrator of that Original Benchmark Rate; or
- (b) any working group or committee officially endorsed or convened by, chaired or co-chaired by or constituted at the request of any such central bank, supervisor, or regulator or other supervisory authority or a group of the aforementioned central bank, supervisors, regulators or other supervisory authorities.

"**Supervisor Recommended Reference Rate**" means, in respect of an Original Reference Rate, a successor to or replacement of that Original Reference Rate which is formally recommended by the Supervisor of that Original Reference Rate.

["**ZARONIA**" means the South African Overnight Index Average administered by the SARB (or a successor Administrator) (known as ZARONIA).]⁴⁷

["**ZARONIA Fallback Adjustment Spread**" means the term adjusted ZARONIA spread (which may be positive, negative or zero) relating to JIBAR as at the ZARONIA Fallback Adjustment Spread Fixing Date, for a period corresponding to the duration of the relevant Interest Period, provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted ZARONIA and the spread) ("**BISL**") on the Fallback Rate (ZARONIA) Screen (or by other means), or provided to, and published by, authorised distributors where "**Fallback Rate (ZARONIA) Screen**" means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for JIBAR accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL.]"⁴⁸

["**ZARONIA Fallback Adjustment Spread Fixing Date**" means the first date on which a Benchmark Event Date occurs with respect to JIBAR (or if that date is not a Johannesburg Business Day, the next following Johannesburg Business Day).]"⁴⁹

["**ZARONIA Fallback Rate**" means, for an Interest Period and in respect of an Interest Determination Date (as defined in the definition of "*Compounded Daily ZARONIA*"), the rate determined by the Calculation Agent to be the Compounded Daily ZARONIA for that Interest

⁴⁵ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁴⁶ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition. If not deleted, consider whether reference to the SARB's Website should be changed to a "Fallback Screen Page" where ZARONIA is quoted.

⁴⁷ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁴⁸ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁴⁹ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

Period and Interest Determination Date plus the relevant ZARONIA Fallback Adjustment Spread.]⁵⁰

["**ZARONIA Observation Period**" means, in respect of the relevant Interest Period, the period from (and including) the date falling 5 (five) Johannesburg Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on (and include) the Interest Commencement Date) and ending on (but excluding) (a) the date falling 5 (five) Johannesburg Business Days prior to the Interest Payment Date for such Interest Period (and the last Interest Period shall end on (but exclude) the Maturity Date), or (b) the date falling 5 (five) Johannesburg Business Days prior to such earlier date, if any, on which the Notes become due and payable.]⁵¹

["**ZARONIA Reference Rate**" means, in respect of any Johannesburg Business Day, a reference rate equal to the daily ZARONIA rate for such Johannesburg Business Day as provided by the SARB as the Administrator of ZARONIA (or any successor Administrator of ZARONIA), on the SARB's Website, in each case at the Publication Time on the Johannesburg Business Day immediately following such Johannesburg Business Day, and if the aggregate of such ZARONIA Reference Rate and the ZARONIA Fallback Adjustment Spread is less than zero, the ZARONIA Reference Rate for such Johannesburg Business Day shall be deemed to be such a rate that the aggregate of the ZARONIA Reference Rate and the ZARONIA Fallback Adjustment Spread is zero.]⁵²

⁵⁰ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁵¹ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

⁵² Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

For the avoidance of doubt, this document is in a non-binding form. Its intention is to be used as a documentary framework and guidance for providing a reference rate switch in the event of a discontinuation of the original reference rate provide for in a Note/Bond issuance including a mechanism for switching from JIBAR to compounded in arrear ZARONIA. This document does not constitute a recommended form of the South African Reserve Bank (the “SARB”) or the Market Practitioners Group (the “MPG”) established by the SARB for the purposes of the South African reference rate reform programme. Individual parties are free to depart from its terms and should always satisfy themselves of the regulatory implications of its use. In particular, nothing in this document is intended to, or should be construed as, a recommendation of, or support for, any particular pricing methodology by the SARB or the MPG. This document has been published with input and views provided by a working party of market participants.

This document provides a documentary reflection of the recommendations for market conventions for ZARONIA-linked Notes/Bonds issued by the MPG. Individual parties choosing to use this document as the basis for preparing Note/Bond issuance or programme documentation for transactions should note that in the absence of established market or operational practice in relation to the market conventions for ZARONIA-linked Notes/Bonds this document seeks only to reflect those conventions and does not purport to offer any standardised position in relation to a number of issues associated with the use of compounded risk-free reference rates or the operation of those conventions. Those issues will require consideration and resolution by the relevant parties in the context of the relevant transaction.

This document provides an option to hardwire a fallback from JIBAR to ZARONIA and in this regard adopts:

- a Lookback without Observation Shift; and
- a non-cumulative compounded methodology for interest calculations,

in accordance with MPG recommendations.

This document has been prepared for inclusion in Programme updates to incorporate in the Terms and Conditions of Notes/Bonds the ability to switch to a new reference rate if an existing reference rate is discontinued. It also provides for an option for a hardwired switch to compounded in arrear ZARONIA for issuers who will continue to issue JIBAR-linked Notes/Bonds until JIBAR discontinuation takes effect and who wish to hardwire the switch to compounded in arrear ZARONIA. If the language in this document is to be included in Pricing Supplements or standalone bond documentation it will need to be tailored and amended accordingly.

This document provides for a mandatory appointment of an Independent Adviser to make any or all of the determinations, decisions or elections required.

BENCHMARK DISCONTINUATION RIDER WITH MANDATORY INDEPENDENT ADVISER

1. Benchmark Discontinuation

1.1 Application of Benchmark Discontinuation Provisions

[If Screen Rate Determination is specified as applicable in the Applicable Pricing Supplement and Benchmark Discontinuation is specified as applicable in the Applicable Pricing Supplement, then notwithstanding] / [Notwithstanding] the provisions of Condition [●] (*Floating Rate Notes Provisions*)¹, if [the Issuer [(in consultation with the Calculation Agent (if any))]² determines (acting in good faith and in a commercially reasonable manner) that]³ a

¹ Headings to be adjusted based on the Terms and Conditions of the Notes.

² Parties should determine whether the Issuer in making the determination that a Benchmark Event has occurred should do so in consultation with the Calculation Agent (if one is appointed).

³ Parties should consider whether the Issuer should make a determination or whether provision should simply take effect when a Benchmark Event and its related Benchmark Event Date has occurred.

Benchmark Event and its related Benchmark Event Date has occurred in relation to an Original Reference Rate for any Series of Notes when any Interest Rate (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then, with effect from the Benchmark Replacement Date, the Adjusted Replacement Reference Rate determined in accordance with the provisions of this Condition 1 will replace the Original Reference Rate to determine the relevant Interest Rate (or the relevant component part thereof) and the Interest Amounts in respect of all Interest Periods commencing on or after the Benchmark Replacement Date (subject to any subsequent application of this Condition 0 with respect to the Replacement Reference Rate).

1.2 Determination of Replacement Reference Rate

- (a) The Reference Rate that will replace the Original Reference Rate (the “**Replacement Reference Rate**”) pursuant to this Condition 1 shall be:
 - (i) [if the Original Reference Rate (or a component thereof) is JIBAR and ZARONIA Fallback Rate is specified as applicable in the Applicable Pricing Supplement, the Compounded Daily ZARONIA; or]⁴⁵
 - (ii) [in any other case,]⁶ the first of the following Reference Rates determined by the Independent Adviser (acting in good faith and in a commercially reasonable manner), with effect from the Benchmark Event Date and by not later than the Replacement Reference Rate Determination Cut-off Date, in the following order of application and precedence:
 - (A) first, the Supervisor Recommended Reference Rate;
 - (B) second, if the Independent Adviser determines that there is no Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate; and
 - (C) third, if the Independent Adviser determines that there is no Administrator Recommended Reference Rate, the Alternative Reference Rate.
- (b) If:
 - (i) [Condition 1.2(a)(ii) applies;]⁷
 - (ii) no Replacement Reference Rate and (if any) the applicable Adjustment Spread is determined and notified to the Calculation Agent pursuant to this Condition 0 prior to the relevant Interest Determination Date occurring immediately after the Replacement Reference Rate Determination Cut-off Date; and
 - (iii) there are no fallback provisions provided for in Condition [●] (*Screen Rate Determination*)⁸ and/or the Applicable Pricing Supplement for the purposes of determining the Interest Rate on such Interest Determination Date in relation to the Original Reference Rate,

the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Notes in respect of the immediately preceding Interest Period (or alternatively, if there has not been a first Interest Payment

⁴ Include paragraph (i) if a hardwired fallback from JIBAR to Compounded Daily ZARONIA is preferred, otherwise delete.

⁵ If included, refer to ZARONIA Fallback Rate in the Applicable Pricing Supplement.

⁶ Delete if Condition 1.2(a)(i) is not included.

⁷ Include if Condition 1.2(a)(i) is included, otherwise delete.

⁸ Headings to be adjusted based on the Terms and Conditions of the Notes.

Date, the Interest Rate for the next succeeding Interest Period shall be the initial Interest Rate) (the “**Final Fallback Rate**”); *provided that*:

- (A) where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Interest Rate or Minimum Interest Rate relating to that last preceding Interest Period; and
- (B) this Condition 1.2(b) and the Final Fallback Rate shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 0.

1.3 Adjustment Spread

- (a) If any Replacement Reference Rate is determined in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*), the Independent Adviser shall, with effect from the Benchmark Event Date and by not later than the Replacement Reference Rate Determination Cut-off Date determine (acting in good faith and in a manner which is commercially reasonable and (if any) substantially consistent with market practice in domestic debt capital markets transactions which reference the Original Reference Rate and taking into account the requirements of the definition of “*Adjustment Spread*”) whether an Adjustment Spread should be applied to such Replacement Reference Rate and, if the Independent Adviser so determines that an Adjustment Spread should be so applied, determine the Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread) in accordance with the requirements of the definition of “*Adjustment Spread*”, which Adjustment Spread shall be applied to such Replacement Reference Rate for each subsequent determination of an Interest Rate (or a relevant component part thereof) by reference to such Replacement Reference Rate. If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining the Adjustment Spread, then the Replacement Reference Rate will apply without an Adjustment Spread.
- (b) No Adjustment Spread shall be applied to the Final Fallback Rate.

1.4 Benchmark Amendments

- (a) If any Replacement Reference Rate is determined in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*)⁹ and/or (if applicable) any Adjustment Spread is determined in accordance with this Condition 0 and the Independent Adviser determines (acting reasonably and in good faith):
 - (i) that technical, operational and/or operational amendments, variations and/or modifications to these Terms and Conditions and/or the Applicable Pricing Supplement are necessary to ensure the proper operation of the applicable Replacement Reference Rate and/or the applicable Adjustment Spread, including, without limitation, changes to:
 - (A) the definition or determination of Interest Periods and/or Interest Determination Dates;

⁹ Adjust cross-referencing if Condition 1.2(a)(i) is not included.

- (B) the timing and frequency of determining rates and making payments of interest;
- (C) rounding of amounts or tenors; and
- (D) any other administrative provisions related to the calculation or application of interest,

to reflect the adoption of the applicable Replacement Reference Rate and/or the applicable Adjustment Spread in a manner substantially consistent with market practice (or, if the Independent Adviser decides that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser determines that no market practice for use of the applicable Replacement Reference Rate and/or the applicable Adjustment Spread exists, in such other manner as the Independent Adviser determines is reasonably necessary) (such amendments, variations and/or modifications, the “**Benchmark Amendments**”); and

- (ii) the terms of the Benchmark Amendments,

then the Issuer shall, subject to the Issuer having to give notice thereof to the Noteholders, the Calculation Agent and the Paying Agent in accordance with Condition 1.5 (*Notice and Implementation of Benchmark Replacement*), without any requirement for the consent or approval of Noteholders, the Calculation Agent or the Paying Agent amend, vary or modify these Terms and Conditions and/or the Applicable Pricing Supplement to give effect to such Benchmark Amendments with effect from the Benchmark Replacement Date.

- (b) Any Benchmark Amendments shall constitute technical and/or administrative amendments for the purposes of Condition [●] (*Amendments to these Terms and Conditions*)¹⁰ and the Issuer shall comply with:
 - (i) the requirements of Condition [●] (*Amendments to these Terms and Conditions*)¹¹ in giving effect to such Benchmark Amendments; and
 - (ii) if the Notes are for the time being listed or admitted to trading on any Financial Exchange, the listings requirements of such Financial Exchange applicable to such Benchmark Amendments.

1.5 Notice and Implementation of Benchmark Replacement

- (a) The applicable Replacement Reference Rate, Adjustment Spread (if any) and Benchmark Amendments (if any) shall take effect on the Benchmark Replacement Date and after delivery of a Benchmark Replacement Notice in accordance with Condition 1.5(b).
- (b) The Issuer shall deliver a written notice (the “**Benchmark Replacement Notice**”) to the Noteholders in accordance with Condition [●] (*Notices*)¹², the Calculation Agent (or any other party specified in the Applicable Pricing Supplement as being responsible for calculating the Interest Rate) and the Paying Agent, which Benchmark Replacement Notice shall:
 - (i) specify:

¹⁰ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

¹¹ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

¹² Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

- (A) the Benchmark Event and its related Benchmark Event Date;
 - (B) the Benchmark Cessation Effective Date;
 - (C) the Replacement Reference Rate;
 - (D) the applicable Adjustment Spread (if any);
 - (E) the terms of any Benchmark Amendments (if any);
 - (F) the Benchmark Replacement Date; and
 - (G) the Independent Adviser appointed by the Issuer; and
- (ii) be accompanied by a certificate signed by two of the Issuer's authorised signatories confirming:
- (A) that a Benchmark Event and its related Benchmark Event Date has occurred;
 - (B) the Replacement Reference Rate;
 - (C) the applicable Adjustment Spread (if any);
 - (D) the terms of any Benchmark Amendments (if any); and
 - (E) the Benchmark Replacement Date,

in each case determined in accordance with this Condition 0 and certifying that such Benchmark Amendments are necessary to give effect to any application of this Condition 0.¹³

- (c) A Benchmark Replacement Notice shall be irrevocable.

1.6 Binding Determinations

Any determination, decision or election made by the Issuer or the Independent Adviser pursuant to this Condition 0, including, without limitation, the determination of the occurrence of a Benchmark Event and its related Benchmark Event Date, the selection or determination of the Replacement Reference Rate and/or the Adjustment Spread, the determination of the Benchmark Replacement Date and/or the Benchmark Cessation Effective Date and the determination of any Benchmark Amendments, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent (or any other party specified in the Applicable Pricing Supplement as being responsible for calculating the Interest Rate), the Paying Agent and the Noteholders. The Calculation Agent (or any other party specified in the Applicable Pricing Supplement as being responsible for calculating the Interest Rate) and the Paying Agent will be entitled to conclusively rely on any determinations made by the Independent Adviser and will have no liability for such actions taken at the direction of the Issuer and/or the Independent Adviser pursuant to this Condition 0.

1.7 Survival of Original Reference Rate Provisions

- (a) Without prejudice to the obligations of the Issuer under this Condition 0, the Original Reference Rate and the fallback provisions provided for in Condition [●] (*Screen Rate Determination*)¹⁴ will continue to apply unless and until a Benchmark Event and its related Benchmark Event Date has occurred and the Noteholders and the Calculation

¹³ If notice is to be given pursuant to SENS then a link to the certificate on the Issuer's website should be included in the SENS announcement.

¹⁴ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

Agent have been notified of the Replacement Reference Rate, the applicable Adjustment Spread (if any), any Benchmark Amendments and the Benchmark Replacement Date, in each case, in accordance with Condition 1.5 (*Notice and Implementation of Benchmark Replacement*).

- (b) If, following the occurrence of a Benchmark Event and its related Benchmark Event Date and in relation to the determination of the Interest Rate on the relevant Interest Determination Date, (i) the Issuer is unable to appoint an Independent Adviser, or (ii) the Independent Adviser appointed by it fails to determine a Replacement Reference Rate and (if any) the applicable Adjustment Spread in accordance with this Condition 0, or (iii) no Replacement Reference Rate and (if any) the applicable Adjustment Spread is notified to the Noteholders and Calculation Agent in accordance with Condition 1.5 (*Notice and Implementation of Benchmark Replacement*) prior to the relevant Interest Determination Date, then, unless Condition 1.2(b) (*Determination of Replacement Reference Rate*) applies, the Original Reference Rate will continue to apply for the purposes of determining such Interest Rate on such Interest Determination Date, with the effect that the fallback provisions provided for in Condition [●] (*Screen Rate Determination*)¹⁵ will (if applicable) continue to apply to such determination.
- (c) Condition 1.7(b) shall apply to the determination of the Interest Rate on the relevant Interest Determination Date only and the Interest Rate applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 0.

1.8 Independent Adviser

- (a) [Unless the Replacement Reference Rate is determined pursuant to Condition 1.2(a)(i) (*Determination of Replacement Reference Rate*), the]¹⁶ [The] Issuer shall, at its sole discretion and expense, appoint an Independent Adviser to make any or all of the determinations, decisions or elections required under this Condition 0, including:
 - (i) the occurrence of a Benchmark Event and the related Benchmark Event Date;
 - (ii) the determination of the Replacement Reference Rate; and
 - (iii) the determination of the Adjustment Spread or a formula or methodology for determining the applicable Adjustment Spread.
- (b) The Issuer shall notify the Noteholders of the appointment of the Independent Adviser in the Benchmark Replacement Notice.
- (c) An Independent Adviser appointed pursuant to this Condition 1.8 shall act in good faith and in a commercially reasonable manner as an independent expert, and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Calculation Agent (or any other party responsible for determining the Interest Rate, and acting independently of the Issuer, as specified in the Applicable Pricing Supplement), the Paying Agent or the Noteholders for any determination, decision or election made by it pursuant to this Condition 0.

¹⁵ Headings and cross-referencing to be adjusted based on the Terms and Conditions of the Notes.

¹⁶ Where the replacement of JIBAR with the ZARONIA Fallback Rate is hardwired the calculations and spread are undertaken in accordance with this Condition 1 so there is no need to have the appointment of an Independent Adviser in such circumstances. If Condition 1.2(a)(i) is not included then delete this portion of Condition 1.8(a).

1.9 [Regulatory Override]¹⁷

Notwithstanding any other provision of this Condition 0, no Replacement Reference Rate or Adjustment Spread will be adopted, nor will any other amendment to the Terms and Conditions of any Series of Notes be made to effect the Benchmark Amendments (if any):

- (a) without the prior approval of the Relevant Regulator if required under [the relevant Capital Regulations] / [the Flac Rules] (if applicable); and/or
- (b) if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Notes as [Tier 2 Capital] / [Additional Tier 1 Capital] / [Flac Instruments].]

1.10 Definitions

In this Condition 0:

“Adjusted Replacement Reference Rate” means:

- (a) [in the case of Condition 1.2(a)(i) (*Determination of Replacement Reference Rate*), the ZARONIA Fallback Rate; or]¹⁸
- (b) [in the case of Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*),]¹⁹ the sum of the Replacement Reference Rate determined by the Independent Adviser in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*) and (if any) the Adjustment Spread applicable to the Replacement Reference Rate determined by the Independent Adviser in accordance with Condition 1.3 (*Adjustment Spread*).

“Adjustment Spread” means, in respect of a Replacement Reference Rate determined in accordance with Condition 1.2(a)(ii) (*Determination of Replacement Reference Rate*)²⁰, either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in each case to be applied to the Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the relevant circumstances, any economic prejudice or benefit (as applicable) to the Noteholders as a result of the replacement of the Original Reference Rate with the Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate or the Alternative Reference Rate (as applicable), and is the spread, formula or methodology which:

- (a) in the case of a Supervisor Recommended Reference Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Supervisor Recommended Reference Rate by the Supervisor;
- (b) in the case of an Administrator Recommended Reference Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Administrator Recommended Reference Rate by the Administrator or the Supervisor of the Administrator;

¹⁷ Applicable to banks and bank controlling companies. A similar provision should be included for insurance companies. Defined terms to be aligned to the applicable Terms and Conditions.

¹⁸ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete.

¹⁹ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete.

²⁰ Check cross-referencing in Condition 1.2(a)(i) is not included.

- (c) in the case of an Alternative Reference Rate or (where paragraphs (a) and (b) above do not apply) in the case of a Supervisor Recommended Reference Rate or an Administrator Recommended Reference Rate (as applicable), the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines is customarily applied in domestic debt capital markets transactions which reference the Original Reference Rate to produce an industry accepted replacement rate for the Original Reference Rate, where the Original Reference Rate has been replaced by the Supervisor Recommended Reference Rate, the Administrator Recommended Reference Rate or the Alternative Reference Rate (as applicable); or
- (d) if the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines that no such spread is customarily applied as contemplated in (c) above and paragraphs (a) and (b) above do not apply, the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where the Original Reference Rate has been replaced by the relevant Supervisor Recommended Reference Rate, Administrator Recommended Reference Rate or Alternative Reference Rate (as applicable); or
- (e) if no such industry standard is recognised or acknowledged as contemplated in paragraph (d) above, the Independent Adviser, in its discretion and acting in good faith and in a commercially reasonable manner, determines to be appropriate and shall take into account the requirements of this definition of “*Adjustment Spread*”.

“**Administrator**” means, in respect of any Original Reference Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark, and, in each case, any successor administrator or, as applicable, any successor administrator or provider.

“**Administrator Recommended Reference Rate**” means in respect of an Original Reference Rate, a successor to or replacement of that Original Reference Rate which is formally recommended by the Administrator of that Original Reference Rate.

“**Alternative Reference Rate**” means, in circumstances where there is no Supervisor Recommended Reference Rate or Administrator Recommended Reference Rate as at an Interest Determination Date, an alternative rate to the Original Reference Rate which the Independent Adviser (acting in good faith, in a commercially reasonable manner and by reference to such sources and available information as it deems appropriate taking into account prevailing market practices, any recommendations by any relevant industry body(ies) or working group established for the domestic debt capital markets and any applicable regulatory guidance) determines has replaced the Original Reference Rate in customary market usage in the domestic debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) for debt securities denominated in [the same Specified Currency as the Notes] / [ZAR]²¹ and of a comparable duration to the relevant Interest Period or, if the Independent Adviser determines that there is no such rate, such other rate which the

²¹ Adjust in line with applicable Terms and Conditions.

Independent Adviser determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Original Reference Rate.

“Benchmark Amendments” has the meaning given to it in Condition 1.4 (*Benchmark Amendments*).

“Benchmark Event” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (b) the Administrator of the Original Reference Rate publicly announces that it has ceased or will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor Administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) the Supervisor of the Administrator of the Original Reference Rate publicly announces that the Original Reference Rate has been or will, by a specified date, be permanently or indefinitely discontinued; or
- (d) the Supervisor of the Administrator of the Original Reference Rate publicly announces that the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (e) the Supervisor of the Administrator of the Original Reference Rate publicly announces that the Original Reference Rate will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (f) the Supervisor of the Administrator of the Original Reference Rate makes a public announcement or publishes information stating that the Original Reference Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such Supervisor); or
- (g) it has or will prior to the next Interest Determination Date become unlawful or otherwise prohibited for the Calculation Agent, the Paying Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

“Benchmark Event Date” means, in respect of an Original Reference Rate and a related Benchmark Event, the date which is the later of:

- (a) the date of the occurrence of the relevant Benchmark Event; and
- (b) notwithstanding paragraph (a) above, where the relevant Benchmark Event is a public announcement or statement within paragraphs (b), (c), (d), (e) or (f) of the definition of *“Benchmark Event”* and the relevant specified future date in the public announcement or statement is more than six months after the date of that public announcement or statement, the date falling six months prior to such specified future date.

“Benchmark Cessation Effective Date” means the earliest to occur on or after the relevant Benchmark Event Date of the following events with respect to the Original Reference Rate:

- (a) in the case of the Benchmark Event under paragraph (a), (f) or (g) of the definition of *“Benchmark Event”*, the date of the occurrence of such Benchmark Event;
- (b) in the case of the Benchmark Event under paragraph (b) of the definition of *“Benchmark Event”*, the date of the cessation of the publication of the Original Reference Rate;

- (c) in the case of the Benchmark Event under paragraph (c) of the definition of “*Benchmark Event*”, the date of the permanent discontinuation of the Original Reference Rate;
- (d) in the case of the Benchmark Event under paragraph (d) of the definition of “*Benchmark Event*”, the date on which the Original Reference Rate is prohibited from being used; and
- (e) in the case of the Benchmark Event under paragraph (e) of the definition of “*Benchmark Event*”, the date on which the Original Reference Rate becomes subject to restrictions or adverse consequences.

“**Benchmark Replacement Date**” means the date specified as such by the Issuer in the Benchmark Replacement Notice, being a date not earlier than the earlier of:

- (a) 5 Business Days following the date of delivery of the Benchmark Replacement Notice (or such shorter period as the Issuer determines (acting reasonably and in good faith) is practicable in the circumstances); and
- (b) the Benchmark Cessation Effective Date.

“**Benchmark Replacement Notice**” means has the meaning given to it in Condition 1.5(b) (*Notice and Implementation of Benchmark Replacement*).

[“**Compounded Daily ZARONIA**” means, with respect to an Interest Period commencing after the Benchmark Replacement Date, the rate of return of a daily compound interest investment (with ZARONIA as the Reference Rate for the calculation of interest) as calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{ZARONIA_{i-5 JBD} \times n_i}{D} \right) - 1 \right] \times \frac{365}{d}$$

where:

d is the number of calendar days in the relevant Interest Period;

d_0 is the number of Johannesburg Business Days in the relevant Interest Period;

i is, in relation to any Interest Period, a series of whole numbers from 1 to d_0 , each representing the relevant Johannesburg Business Day in chronological order from (and including) the first Johannesburg Business Day in the relevant Interest Period to (and including) the last Johannesburg Business Day in such Interest Period;

“**Interest Determination Date**” means, for the purpose of this definition only, the Johannesburg Business Day falling five Johannesburg Business Days before the relevant Interest Payment Date;

n_i , for any Johannesburg Business Day “ i ” in the relevant Interest Period, means the number of calendar days from (and including) such Johannesburg Business Day “ i ” up to (but excluding) the following Johannesburg Business Day;

“**Publication Time**” means at or about 10.00 a.m. (Johannesburg time) or any amended publication time for the final intraday refix of ZARONIA specified by the Administrator for ZARONIA; and

ZARONIA_{i-5 JBD}, means, in respect of any Johannesburg Business Day “i” falling in the relevant Interest Period, the ZARONIA Reference Rate for the Johannesburg Business Day (being a Johannesburg Business Day falling in the relevant ZARONIA Observation Period) falling five Johannesburg Business Days prior to the relevant Johannesburg Business Day “i”,

provided that:

- (i) if, for any reason, the Compounded Daily ZARONIA needs to be determined for a period other than an Interest Period, the Compounded Daily ZARONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period; and
- (ii) if, in respect of any Johannesburg Business Day, ZARONIA is not available on the SARB’s Website, such Reference Rate shall be:
 - (A) the SARB Policy Rate prevailing at close of business on the relevant Johannesburg Business Day as adjusted, if SARB Policy Rate Spread Adjustment is specified as applicable in the Applicable Pricing Supplement, by the SARB Policy Rate Spread as specified in the Applicable Pricing Supplement; or ²²
 - (B) subject to this Condition 0, if such SARB Policy Rate is not available, the ZARONIA rate published on the SARB’s Website for the first preceding Johannesburg Business Day on which the ZARONIA rate was published on the SARB’s Website,²³

and if the aggregate of such Reference Rate and the ZARONIA Fallback Adjustment Spread is less than zero, such Reference Rate for such Johannesburg Business Day shall be deemed to be such a rate that the aggregate of such Reference Rate and the ZARONIA Fallback Adjustment Spread is zero, and in each case, “ZARONIA_{i-5 JBD}” shall be interpreted accordingly.]²⁴

“Final Fallback Rate” has the meaning given to it in Condition 1.2(b) (*Determination of Replacement Reference Rate*).

“Independent Adviser” means an independent financial institution or financial adviser of recognised standing and with appropriate experience in the domestic capital markets, selected and appointed by the Issuer in accordance with Condition 1.8 (*Independent Adviser*).

“JIBAR” means the Johannesburg Interbank Average Rate (being the South African Rand wholesale funding rate known as JIBAR) administered by the SARB (or a successor Administrator).]²⁵

“Johannesburg Business Day” or **“JBD”** means any day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are open for general business in Johannesburg, South Africa.]²⁶

²² Include SARB Policy Rate Spread Adjustment and the SARB Policy Rate Spread in the Applicable Pricing Supplement.

²³ Order of these fallbacks to be considered by the parties and whether the order should provide for historic ZARONIA first and SARB Policy Rate second.

²⁴ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition

²⁵ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

²⁶ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

“Original Reference Rate” means the Reference Rate originally specified in the Applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (*provided that* if, following one or more Benchmark Events and the related Benchmark Event Date(s), such Reference Rate originally specified in the Applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (or any Replacement Reference Rate which has replaced it) has been replaced by a (or a further) Replacement Reference Rate and a Benchmark Event and its related Benchmark Event Date subsequently occurs in respect of such Replacement Reference Rate, the term Original Reference Rate shall include any such Replacement Reference Rate).

“Replacement Reference Rate” has the meaning given to it in Condition 1.2(a) (*Determination of Replacement Reference Rate*).

“Replacement Reference Rate Determination Cut-off Date” means the date, after the Benchmark Event Date, that is no later than 5 Business Days prior to the Interest Determination Date relating to the first Interest Period commencing after the relevant Benchmark Cessation Effective Date.

[**“SARB”** means the South African Reserve Bank.]²⁷

[**“SARB Policy Rate”** means, in respect of any relevant day (including any day “i”), the repo rate (or any successor rate) which is the main policy rate of the SARB as determined and set by the monetary policy committee of the SARB and published by the SARB from time to time, in effect on that day.]²⁸

[**“SARB’s Website”** means the website of the SARB currently at <http://www.resbank.co.za>, any successor website of the SARB (or a successor administrator of ZARONIA) or any successor source.]²⁹

“Supervisor” means, in respect of an Original Reference Rate:

- (a) the central bank, supervisor, regulator or other supervisory authority that is responsible for supervising (i) that Applicable Benchmark Rate, and/or (ii) the Administrator of that Original Benchmark Rate; or
- (b) any working group or committee officially endorsed or convened by, chaired or co-chaired by or constituted at the request of any such central bank, supervisor, or regulator or other supervisory authority or a group of the aforementioned central bank, supervisors, regulators or other supervisory authorities.

“Supervisor Recommended Reference Rate” means, in respect of an Original Reference Rate, a successor to or replacement of that Original Reference Rate which is formally recommended by the Supervisor of that Original Reference Rate.

[**“ZARONIA”** means the South African Overnight Index Average administered by the SARB (or a successor Administrator) (known as ZARONIA).]³⁰

²⁷ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

²⁸ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

²⁹ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition. If not deleted, consider whether reference to the SARB’s Website should be changed to a “Fallback Screen Page” where ZARONIA is quoted.

³⁰ Include if Condition 1.2(a)(i) is included to “hardwire” the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

["**ZARONIA Fallback Adjustment Spread**" means the term adjusted ZARONIA spread (which may be positive, negative or zero) relating to JIBAR as at the ZARONIA Fallback Adjustment Spread Fixing Date, for a period corresponding to the duration of the relevant Interest Period, provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted ZARONIA and the spread) ("**BISL**") on the Fallback Rate (ZARONIA) Screen (or by other means), or provided to, and published by, authorised distributors where "**Fallback Rate (ZARONIA) Screen**" means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for JIBAR accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL.]³¹

["**ZARONIA Fallback Adjustment Spread Fixing Date**" means the first date on which a Benchmark Event Date occurs with respect to JIBAR (or if that date is not a Johannesburg Business Day, the next following Johannesburg Business Day).]³²

["**ZARONIA Fallback Rate**" means, for an Interest Period and in respect of an Interest Determination Date (as defined in the definition of "*Compounded Daily ZARONIA*"), the rate determined by the Calculation Agent to be the Compounded Daily ZARONIA for that Interest Period and Interest Determination Date plus the relevant ZARONIA Fallback Adjustment Spread.]

["**ZARONIA Observation Period**" means, in respect of the relevant Interest Period, the period from (and including) the date falling 5 (five) Johannesburg Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on (and include) the Interest Commencement Date) and ending on (but excluding) (a) the date falling 5 (five) Johannesburg Business Days prior to the Interest Payment Date for such Interest Period (and the last Interest Period shall end on (but exclude) the Maturity Date), or (b) the date falling 5 (five) Johannesburg Business Days prior to such earlier date, if any, on which the Notes become due and payable.]]³³

["**ZARONIA Reference Rate**" means, in respect of any Johannesburg Business Day, a reference rate equal to the daily ZARONIA rate for such Johannesburg Business Day as provided by the SARB as the Administrator of ZARONIA (or any successor Administrator of ZARONIA), on the SARB's Website, in each case at the Publication Time on the Johannesburg Business Day immediately following such Johannesburg Business Day, and if the aggregate of such ZARONIA Reference Rate and the ZARONIA Fallback Adjustment Spread is less than zero, the ZARONIA Reference Rate for such Johannesburg Business Day shall be deemed to be such a rate that the aggregate of the ZARONIA Reference Rate and the ZARONIA Fallback Adjustment Spread is zero.]]³⁴

³¹ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

³² Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

³³ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.

³⁴ Include if Condition 1.2(a)(i) is included to "hardwire" the JIBAR fallback to Compounded Daily ZARONIA (Lookback with no Observation Shift), otherwise delete definition.