



GONDWANA

GONDWANA HOLDINGS LIMITED

(Incorporated in the Republic of Namibia with limited liability under Registration Number 2017/1055)

NAD5,000,000,000 Note Programme

Under this NAD5,000,000,000 Note Programme (the **Programme**), Gondwana Holdings Limited (the **Issuer**) may from time to time issue notes (the **Notes**), which expression shall include Senior Notes and Subordinated Notes (each as defined herein) denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined herein) and further subject to all Applicable Laws (as defined herein) and, in the case of Notes listed on the Namibian Stock Exchange (**NSX**), the listing requirements of the NSX or in respect of Notes listed on any other Financial Exchange(s), the rules and regulations of such other Financial Exchange(s) (as defined herein) as may be determined by the Issuer and the relevant authority, that are subject to the terms and conditions (the **Terms and Conditions**) contained in this Programme Memorandum. Any other terms and conditions not contained in the Terms and Conditions that are applicable to any Notes, replacing or modifying the Terms and Conditions, will be set forth in a pricing supplement (the **Applicable Pricing Supplement**). This Programme Memorandum shall apply to all Notes (as defined herein) issued under the Programme on or after the programme date) on or after 12 April 2022 (the **Programme Date**).

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

As at the Programme Date, the Programme Amount is NAD5,000,000,000. This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed NAD5,000,000,000 in respect of the Notes, unless such amount is increased by the Issuer as described more fully in the section of this Programme Memorandum headed "*General Description of the Programme*".

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

This Programme Memorandum has been registered by the NSX. A Tranche of Notes may be listed on the NSX or on such other Financial Exchange(s) as may be determined by the Issuer, subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme subject to the Applicable Laws. Unlisted Notes are not regulated by the NSX.

A copy of the Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the NSX will be delivered to the NSX from the date on which the Notes are listed on the NSX in accordance with the Applicable Procedures. The settlement of trades on the NSX will take place in accordance with the settlement procedures of the NSX. The settlement and redemption procedures for a Tranche of Notes listed on any other Financial Exchange(s) (other than or in addition to the NSX) will be specified in the Applicable Pricing Supplement.

The Notes may be issued on a continuing basis and be placed by one or more of the Dealers specified under the section headed "*Summary of the Programme*" and any additional Dealer(s) appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis. References in this Programme Memorandum to the relevant Dealer(s) shall, in the case of Notes being (or intended to be) placed by more than 1 (one) Dealer, be to all Dealers agreeing to place such Notes.

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

Particular attention is drawn to the section entitled "*Investor Considerations/Risk Factors*" which is incorporated by reference in this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*").

Arranger and Dealer

PSG Wealth Management (Namibia) (Proprietary) Limited

NSX Sponsor

PSG Wealth Management (Namibia) (Proprietary) Limited
(Member of the NSX)

Programme Memorandum dated 12 April 2022

GENERAL

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

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Programme Memorandum which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made, and that this Programme Memorandum contains all information required by law and the listing requirements of the NSX. The Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum and the published audited annual financial statements, the annual reports, the constitutional documents of the Issuer, the Applicable Pricing Supplement(s) of the Issuer, and all documents incorporated by reference and any amendments or supplements to the aforementioned documents, except as otherwise stated therein (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). This Programme Memorandum contains all information required by the Applicable Laws and the listing requirements of the NSX.

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

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

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

The Arranger, the Dealers, the NSX Sponsor, or any of their respective subsidiaries or holding companies or a subsidiary of their holding companies (**Affiliates**), other professional advisers named herein and the NSX have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger, the Dealers, the NSX Sponsor or any of their Affiliates or other professional advisers as to the accuracy or completeness of the information contained in or incorporated by reference into this Programme Memorandum or any other information provided by the Issuer. The Arranger, the Dealers, the NSX Sponsor and other professional advisers do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

No Person has been authorised by the Issuer to give any information or to make any representation not contained in or inconsistent with this Programme Memorandum or any other document entered into in relation to the Programme or any other information supplied by the Issuer in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger, the relevant Dealer(s), the NSX Sponsor or other professional advisers.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer, the Arranger, the Dealers, the NSX Sponsor and other professional advisers that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme should subscribe for, or purchase, any Notes.

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

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

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

None of the Issuer, the Arranger, the Dealers, the NSX Sponsor, other professional advisers nor the NSX represents that this Programme Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger, the Dealers, the NSX Sponsor, other professional advisers or the NSX which would permit a public offering of any Notes or distribution of this Programme Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "Securities Act"). Notes may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act), except in accordance with Regulation S under the Securities Act. In addition, there are restrictions on the distribution of this Programme Memorandum in South Africa, the European Union and the United Kingdom. For a more complete description of certain restriction on the offering, sale and delivery of Notes and distribution of this Programme Memorandum, see the section of this Programme Memorandum headed "*Subscription and Sale*" below.

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

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

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DOCUMENTS INCORPORATED BY REFERENCE

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

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

- (a) all amendments, restatements and/or supplements to this Programme Memorandum prepared by the Issuer from time to time;
- (b) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (c) as at the Programme Date, the published audited annual financial statements, together with reports and notes thereto, of the Issuer for the three financial years ended 31 October 2019, 2020 and 2021 and in respect of any issue of Notes after the Programme Date, the published audited consolidated annual financial statements, together with reports and notes thereto, of the Issuer in respect of further financial years, as and when such published audited consolidated financial statements become available;
- (d) as at the Programme Date, the information statement dated 12 April 2022, containing:
 - (i) information pertaining to the business description of the Issuer; and
 - (ii) information relating to risk factors associated with an investment in the Notes, including, but not limited to, risk factors specific to the Issuer,together with any future information statement, as and when such information statement becomes available (the **Information Statement**);
- (e) all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which is electronically submitted through the Stock Exchange News Services of the NSX (**NENS**) operated by the NSX, or disseminated by the NSX in the NSX Daily Report, to NENS subscribers, if required,

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

The Issuer will, for as long as the Programme Memorandum remains registered with the NSX, provide at the registered office of the Issuer and the NSX Sponsor as set out at the end of this Programme Memorandum, without charge, to any Person, upon request of such Person, a copy of this Programme Memorandum and any or all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded. Requests for such documents should be directed to the Issuer and to the NSX Sponsor at their respective registered offices as set out at the end of this Programme Memorandum. In addition, the constitutive documents of the Issuer will be available at the registered office of the Issuer as set out at the end of this Programme Memorandum.

This Programme Memorandum, any amendments and/or supplements thereto, the Applicable Pricing Supplements relating to any issue of listed Notes, the Information Statement and the audited annual financial statements of the Issuer are also available on the Issuer's website <https://gondwana-collection.com/>. In addition, this Programme Memorandum, any amendments and/or supplements thereto, the Information Statement and the Applicable Pricing Supplement relating to any issue of listed Notes and the published consolidated audited financial statements of the Issuer will be filed with the NSX.

This Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Arranger, the Dealers or their Affiliates, the NSX Sponsor or professional advisors to any Person in any jurisdiction to subscribe for or to purchase any Notes.

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

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

provided that, in the circumstances set out above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's audited consolidated annual financial statements if such audited consolidated annual financial statements are incorporated by reference into this Programme Memorandum and such audited consolidated annual financial statements are published, as required by the Companies Act.

GENERAL DESCRIPTION OF THE PROGRAMME

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

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

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

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

- (a) Zero Coupon Notes and other Notes, the Conversion Rate shall be applied to net subscription proceeds received by the Issuer for the relevant issue; and
- (b) Partly-Paid Notes and Index-Linked Notes, the Conversion Rate shall be applied to the Nominal Amount regardless of the amount paid up on such Notes.

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

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

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

SUMMARY OF THE PROGRAMME

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

PARTIES

Issuer	Gondwana Holdings Limited (Registration Number 2017/1055), a public company with limited liability duly incorporated in accordance with the company laws of the Republic of Namibia.
Arranger	PSG Wealth Management (Namibia) (Proprietary) Limited (Registration Number 98/528), a company incorporated in accordance with the company laws of the Republic of Namibia (PSG Wealth).
Dealers	PSG Wealth and/or any additional Dealer appointed under the Programme by the Issuer from time to time, which appointment may be for a specific issue or on an ongoing basis.
Transfer Secretary	Transfer Secretaries (Proprietary) Limited, or such other entity appointed by the Issuer as Transfer Secretary, in which event that other entity will act as Transfer Secretary, as specified in the Applicable Pricing Supplement.
Paying Agent	Bank Windhoek Limited, or such other entity appointed by the Issuer as Paying Agent, in which event that other entity will act as Paying Agent, as specified in the Applicable Pricing Supplement.
Calculation Agent	Bank Windhoek Limited, or such other entity appointed by the Issuer as Calculation Agent, in which event that other entity will act as Calculation Agent, as specified in the Applicable Pricing Supplement.
NSX Sponsor	PSG Wealth or such entity appointed by the Issuer from time to time as NSX Sponsor in which event such entity will act as NSX Sponsor, as specified in the Applicable Pricing Supplement.
NSX	The Namibian Stock Exchange, which is licensed as an exchange in terms of the Namibian Stock Exchanges Control Act, 1985 (until such time as it is repealed and replaced by the Financial Institutions and Markets Act, 2021), or any stock exchange which operates as a successor exchange to the NSX.

GENERAL

Beneficial Interest	in relation to a Tranche of Notes which is held in uncertificated form, the beneficial interest as co-owner of an undivided share of all of the Notes in that Tranche the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the proportion that the aggregate outstanding Nominal Amount of such number of Notes bears to the aggregate outstanding Nominal Amount of all of the Notes in that Tranche.
Blocked Namibia Dollar	Blocked Namibia Dollar has the meaning contemplated under section 4 of the Exchange Control Regulations, and

		may be used to subscribe for, or purchase Notes, subject to the Exchange Control Regulations.
Clearing and Settlement		Each Tranche of Notes which is listed on the NSX will be issued, cleared and settled in accordance with the Applicable Procedures of the NSX (see the section of this Programme Memorandum headed " <i>Settlement, Clearing and Transfers of Notes</i> ").
		Each Tranche of unlisted Notes will be issued, cleared and settled by the Participants.
Cross-Default		The terms of the Senior Notes will contain a cross-default as further described in Condition 16.1.4 (<i>Cross Default</i>).
Denomination		Notes will be issued in such denominations as may be agreed by the Issuer and the relevant Dealer(s) and as indicated in the Applicable Pricing Supplement, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the central bank or regulator or any laws or regulations applicable to the Notes.
Description of Programme		Gondwana Holdings Limited NAD5,000,000,000 Note Programme.
Distribution		Notes may be distributed by way of private placement, auction, or bookbuild or any other means permitted under Namibian law, as the case may be, and in each case on a syndicated or non-syndicated basis as may be determined by the Issuer and the relevant Dealer(s) and reflected in the Applicable Pricing Supplement.
Form of Notes		Each Tranche of Notes which is listed on the NSX and each Tranche of unlisted Notes will be issued either in certificated or uncertificated form. The holder of a Beneficial Interest may exchange such Beneficial Interest for Notes in certificated form represented by an Individual Certificate.
		Each Tranche of Notes issued in certificated form will be issued in certificated registered form only, represented by an Individual Certificate registered in the name of the registered holder thereof.
		The Notes may not be issued in bearer form.
Governing Law		The Terms and Conditions and the Notes will be governed by and construed in accordance with the laws of Namibia in force from time to time.
Interest		Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked, and the method of calculating interest will be specified in the Applicable Pricing Supplement.
Interest Period(s)/Interest Date(s)/Interest Date(s)	Rate/Interest Payment Determination	The Interest Rate, Interest Period(s), Interest Payment Date(s) and Interest Determination Date(s), if any, applicable to a Tranche of Notes will be specified in the Applicable Pricing Supplement.
Issue and Transfer Taxes		As at the Programme Date: <ul style="list-style-type: none"> (i) stamp duty of N\$2 per N\$1000 or part thereof of the aggregate nominal amount of a Tranche of Notes is payable by the Issuer to the Namibian Receiver of

Revenue upon the original issue of such Tranche of Notes;

- (ii) subject to the exemption set out in paragraph (iii) below, stamp duty of N\$2 per N\$1000 or part thereof of the aggregate nominal transfer price of the Notes is payable by the transferee to the Namibian Receiver of Revenue upon the registration of transfer of such Notes; and
- (iii) no stamp duty is payable in respect of the registration of transfer of listed Notes which are traded on the NSX or (if applicable) in respect of any marketable security purchased on a "*licensed stock exchange*" as defined in the Namibian Stock Exchanges Control Act (until such time as it is repealed and replaced by the Financial Institutions and Markets Act, 2021).

Any future transfer duties and/or taxes that may be introduced in respect of (or may be applicable to) the transfer of Notes will be for the account of Noteholders (see further the section of this Programme Memorandum headed "*Taxation*").

Issue Price

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

Listing

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

Maturities of Notes

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

Negative Pledge

The Senior Notes will have the benefit of a negative pledge as described in Condition 7 (*Negative Pledge*) of the Terms and Conditions.

Notes

Notes may comprise:

Fixed Rate Notes

Fixed Rate interest will be payable in arrears on such date or dates as may be agreed between the Issuer and the relevant Dealer(s), as indicated in the Applicable Pricing Supplement and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

Floating Rate Notes

Floating Rate Notes will bear interest calculated at a rate determined: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency

governed by an agreement incorporating the ISDA Definitions; or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quoting service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the Applicable Pricing Supplement.

The Margin (if any) relating to such Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Notes as indicated in the Applicable Pricing Supplement.

Floating Rate Notes may also have a maximum Interest Rate, a minimum Interest Rate or both, as indicated in the Applicable Pricing Supplement.

The Interest Period for Floating Rate Notes may be 1 (one), 2 (two), 3 (three), 6 (six), or 12 (twelve) months or such other period as the Issuer and the relevant Dealer(s) may agree as indicated in the Applicable Pricing Supplement.

Zero Coupon Notes

Zero Coupon Notes will be issued at a discount to their Nominal Amount and will not bear interest (except in the case of late payment as specified).

Index-Linked Notes

Payments (whether in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes and whether at maturity or otherwise) will be calculated by reference to such index and/or formula as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

Dual Currency Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

Mixed Rate Notes

Mixed Rate Notes will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes or Other Notes, each as specified in the Applicable Pricing Supplement.

Instalment Notes	The Applicable Pricing Supplement will set out the dates on which, and the amounts in which, Instalment Notes may be redeemed.
Partly Paid Notes	The Issue Price will be payable in two or more instalments as set out in the Applicable Pricing Supplement.
Exchangeable Notes	Exchangeable Notes may be redeemed by the Issuer in cash or by the delivery of securities, as specified in the Applicable Pricing Supplement.
Other Notes	Terms applicable to any other type of Notes that are registered by the NSX, or their respective successors, or such other or further Financial Exchange as may be selected by the Issuer in relation to an issue of listed Notes, or as agreed between the Issuer and the relevant Dealer(s) in respect of unlisted Notes, will be set out in the Applicable Pricing Supplement.

Noteholders

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

Rating

The Issuer and/or the Programme and/or a Tranche of Notes, as the case may be, may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. The Rating assigned to the Issuer and/or the Programme and/or a Tranche of Notes, as the case may be, as well as the Rating Agency(ies) which assigned such Rating(s), will be specified in the Applicable Pricing Supplement. Unrated Tranches of Notes may also be issued.

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

Redemption

Unless otherwise set out in the Applicable Pricing Supplement, a Tranche of Notes will be redeemed on the Maturity Date, as set out in Condition 10.1 (*Redemption at Maturity*).

If so specified in the Applicable Pricing Supplement, the Issuer may redeem the Notes of any Tranche at any time prior to the Maturity Date following the occurrence of a change in law and/or for tax reasons, as set out in Condition 10.2 (*Redemption for Tax Reasons*).

Unless otherwise set out in the Applicable Pricing Supplement, if “*Early Redemption at the Option of the Issuer*” is specified as applicable in the Applicable Pricing

Supplement or pursuant to Condition 10.3 (*Redemption at the Option of the Issuer*), the Issuer may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days irrevocable notice (or such other period of notice as may be specified in the Applicable Pricing Supplement) to the Noteholders in accordance with Condition 18 (*Notices*), redeem the Tranche of Notes on any Optional Redemption Date(s), or unless otherwise set out in the Applicable Pricing Supplement.

Unless otherwise set out in the Applicable Pricing Supplement, if "*Redemption at the Option of the Senior Noteholders*" is specified as applicable in the Applicable Pricing Supplement, the Senior Noteholders of any Tranche of Senior Notes may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days notice (or such other period of notice as may be specified in the Applicable Pricing Supplement), require the Issuer to redeem Senior Notes on any Optional Redemption Date in the manner specified in Condition 10.4 (*Redemption at the Option of the Senior Noteholders*) and the Applicable Pricing Supplement.

Unless otherwise set out in the Applicable Pricing Supplement, if "*Early Redemption in the event of a Change of Control*" is specified as being applicable in the Applicable Pricing Supplement and (i) a Change of Control occurs; and (ii) within the Change of Control Period, (A) a Rating Downgrade occurs in relation to the Issuer and/or the Programme and/or any Tranche of Notes, as the case may be; or (B) if, the Issuer and/or the Programme and/or any Tranche of Notes are not so rated, a Negative Rating Event in respect of that Change of Control occurs, (in either case, a **Change of Control Event**) (C) the Noteholders resolve by way of an Extraordinary Resolution to have their Notes redeemed by the Issuer, then each Noteholder in that Class of Noteholders shall have the option to require the Issuer to redeem each Note in that Tranche of Notes held by that Noteholder at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) Days after the delivery by that Noteholder of a Change of Control Redemption Notice.

Unless otherwise set out in the Applicable Pricing Supplement, if "*Redemption in the event of a failure to maintain NSX Listing and Rating*" is specified as applicable in the Applicable Pricing Supplement, the Noteholders of any Tranche of Notes may, after having been notified by the Issuer in accordance with Condition 18 (*Notices*), require the Issuer to redeem Notes on any Optional Redemption Date in the manner specified in Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and Rating*) and the Applicable Pricing Supplement.

Selling Restrictions

The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for a Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States of America, the United Kingdom, the European Economic Area, Republic of Namibia, Republic of South Africa (see the section of this Programme Memorandum headed "*Subscription and Sale*"). Any other

or additional restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.

Size of the Programme

As at the Programme Date, the Programme Amount in respect of both Notes is the equivalent of the aggregate of NAD5,000,000,000. This Programme Memorandum will only apply to Notes issued under the Programme in an aggregate outstanding Nominal Amount which does not exceed the Programme Amount. The Issuer may increase the Programme Amount as described more fully in the section of this Programme Memorandum headed "*General Description of the Programme*". The Programme Amount at the time of the issue of any Tranche of Notes will be set out in the Applicable Pricing Supplement.

Specified Currency

Namibia Dollar or, subject to all Applicable Laws, such currency as is specified in the Applicable Pricing Supplement.

Status of Senior Notes

The Senior Notes constitute direct, unconditional, unsubordinated and (subject to Condition 7 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves (save for certain debts required to be preferred by law), equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

Status and Characteristics relating to Subordinated Notes

The Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer.

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

Stabilisation

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealers, if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the listings requirements of the NSX and approved by the NSX

over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

Taxation

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

Terms and Conditions

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

Use of Proceeds

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

Withholding Taxes

In the event that any withholding tax or such other deduction is required by Applicable Laws, then the Issuer will, subject to certain exceptions as provided in Condition 11 (*Taxation*), pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction. A withholding tax on foreign interest is levied at 10% (ten percent) of any amount of any interest that is paid to or for the benefit of any non-resident (see additional section headed "*Taxation*").

INVESTOR CONSIDERATIONS/RISK FACTORS

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

FORM OF NOTES

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

Notes

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

Subject to the Applicable Laws, title to Notes represented by Individual Certificates will be freely transferable, fully paid up and will pass upon registration of transfer in accordance with Condition 14 (*Transfer of Notes*) of the Terms and Conditions.

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

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

PRO FORMA APPLICABLE PRICING SUPPLEMENT

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

**GONDWANA HOLDINGS LIMITED**

(Incorporated in the Republic of Namibia with limited liability under registration number 2017/1055)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] due [Maturity Date]**under its NAD5,000,000,000 Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 12 April 2022, prepared by the Issuer in connection with the NAD5,000,000,000 Note Programme, as amended and/or supplemented from time to time (the **Programme Memorandum**).

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

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

PARTIES

1.	Issuer	Gondwana Holdings Limited
	Registered Office	42 Nelson Mandela Avenue Windhoek, Namibia
2.	Dealer(s)	[]
	Specified Address	[]
3.	Managers	[]
	Specified Address	[]
4.	NSX Sponsor	[]
	Specified Address	[]
5.	Paying Agent	[]
	Specified Address	[]
6.	Calculation Agent	[]
	Specified Address	[]
7.	Transfer Secretary	[]

	Specified Address	[]
8.	Settlement Agent	[]
	Specified Address	[]

PROVISIONS RELATING TO THE NOTES

9.	Status of Notes	[Senior/Subordinated] [Secured/Unsecured]
10.	Form of Notes	The Notes in this Tranche are [listed/unlisted] Notes issued in [uncertificated form /certificated form]
	Series Number	[]
11.	Tranche Number	[]
12.	Aggregate Nominal Amount:	
	(a) Series	[]
	(b) Tranche	[]
13.	Interest	[Interest-bearing/Non-interest- bearing]
14.	Interest Payment Basis	[[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid /Instalment] /other]
15.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	[Insert details including date for conversion]
16.	Issue Date	[]
17.	Nominal Amount per Note	[]
18.	Specified Denomination	[]
19.	Specified Currency	[]
20.	Issue Price	[]
21.	Interest Commencement Date	[]
22.	Maturity Date	[]
23.	Applicable Business Day Convention	[Floating Rate Business Day / Following Business Day / Modified Following Business Day / Preceding Business Day / other convention – insert details]
24.	Final Redemption Amount	[]
25.	Last Day to Register	By 17h00 on [], of each year until the Maturity Date, or if such day is not a Business Day, the Business Day before each Books Closed Period
26.	Books Closed Period(s)	The Register will be closed from [...] to [...] and from [...] to [...] of each year until the Maturity Date (all dates inclusive), or if any early redemption occurs, 10

		Days prior to the actual Redemption Date
27.	Default Rate	[]
FIXED RATE NOTES		
28.	(a) Fixed Rate of Interest	[] percent per annum [payable [annually/semi-annually/quarterly] in arrears]
	(b) Fixed Interest Payment Date(s)	[Each [insert date], of each calendar year during the period commencing on [insert date] and ending on the Redemption Date, or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention]
	(c) Interest Periods	Each period commencing on and including the Fixed Interest Payment Date and ending on but excluding the following Fixed Interest Payment Date, with the first Interest Period commencing on [insert date] and ending on but excluding the next Fixed Interest Payment Date (each Fixed Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention)
	(d) Fixed Coupon Amount(s)	[] per [] in Nominal Amount
	(e) Initial Broken Amount	[]
	(f) Final Broken Amount	[]
	(g) Day Count Fraction	[]
	(h) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	[]

FLOATING RATE NOTES

29.	(a) Floating Interest Payment Date(s)	[[insert dates] of each year until the Maturity Date or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention with the first Floating Interest Payment Date being [insert date], or, if such day is not a Business Day, the Business Day on which interest will be paid, as
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		determined in accordance with the Applicable Business Day Convention]
	(b) Interest Period(s)	[From and including the applicable Floating Interest Payment Date and ending on but excluding the following Floating Interest Payment Date, the first Interest Period commencing on the Interest Commencement Date and ending the day before the next Floating Interest Payment Date (each Floating Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention]
	(c) Definition of Business Day (if different from that set out in Condition 1) (<i>Interpretation</i>)	[]
	(d) Minimum Rate of Interest	[] percent per annum
	(e) Maximum Rate of Interest	[] percent per annum
	(f) Day Count Fraction	[]
	(g) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	[]
30.	Manner in which the Rate of Interest is to be determined	[ISDA Determination / [Screen Rate Determination (Reference Rate plus Margin)]/other – insert details]
31.	Margin	[...] basis points [[] percent] to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
32.	If ISDA Determination	
	(a) Floating Rate	[]
	(b) Floating Rate Option	[]
	(c) Designated Maturity	[]
	(d) Reset Date(s)	[]
	(e) ISDA Definitions to apply	[]
33.	If Screen Rate Determination:	
	(a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	[]

	(b)	Interest Rate Determination Date(s)	[], [], [] and [] (or the first Business Day of each Interest Period) of each year until the Maturity Date, with the first Interest Rate Determination Date being <i>[insert date]</i>
	(c)	Relevant Screen Page and Reference Code	[]
34.		If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	[]
35.		Calculation Agent responsible for calculating amount of principal and interest	[]

ZERO COUPON NOTES

36.	(a)	Implied Yield	[] percent [NACA] [NACM] [NACQ] [NACS] [other method of compounding]
	(b)	Reference Price	Percent [NACA] [NACM] [NACQ] [NACS] [other method of compounding]
	(c)	Any other formula or basis for determining amount(s) payable	[]

PARTLY PAID NOTES

37.	(a)	Amount of each payment comprising the Issue Price	[]
	(b)	Dates upon which each payment is to be made by Noteholder(s)	[]
	(c)	Consequences (if any) of failure to make any such payment by Noteholder(s)	[]
	(d)	Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments	[] percent per annum

INSTALMENT NOTES

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

MIXED RATE NOTES

40.	Period(s) during which the Interest Rate for the Mixed Rate Notes will be (as applicable):	
	(a) Fixed Rate Notes	[]
	(b) Floating Rate Notes	[]

	(c)	Index-Linked Notes	[]
	(d)	Dual Currency Notes	[]
	(e)	Other Notes	[]
41.		The Interest Rate and other pertinent details are set out under the headings relating to the applicable forms of Notes	[]

INDEX-LINKED NOTES

42.	(a)	Type of Index-Linked Notes	[Indexed Interest Notes / Indexed Redemption Amount Notes]
	(b)	Name, code and currency of the Index/Formula by reference to which Interest Rate / Interest Amount is to be determined	[]
	(c)	Manner in which the Interest Rate / Interest Amount is to be determined	[]
	(d)	Provisions where calculation by reference to Index and/or Formula is impossible or impracticable	[]
	(e)	Definition of Business Day (if different from that set out in Condition 1 (<i>Interpretation</i>))	[]
	(f)	Minimum Rate of Interest	[] percent per annum
	(g)	Maximum Rate of Interest	[] percent per annum
	(h)	Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) (Base CPI)	[]
	(i)	Index sponsor	[]
	(j)	Index calculator (if different to the index sponsor)	[]
	(k)	Website address where the link to the index rulebook is available	[]
	(l)	Index level	The index level is published [daily/weekly/monthly] on the index calculator's website, as detailed in line item (k) above
	(m)	Required confirmations	Any changes to the index methodology will be published on NENS and communicated to the NSX and all other changes

as detailed in the ground rules document will be published on the index calculator's website at [•]

(n) Underlying indices

[N/A / The list of indices underlying the index is as follows:

[•]

The index level for each of the abovementioned indices are published [daily/weekly/monthly]

The website address where the rulebooks are index levels for the abovementioned indices is [•]

DUAL CURRENCY NOTES

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

[Dual Currency Interest/Dual Currency Redemption Amount] Notes

[]

[]

[]

EXCHANGEABLE NOTES

44. (a) Mandatory Exchange applicable
- (b) Noteholders' Exchange Right applicable
- (c) Exchange Securities
- (d) Manner of determining Exchange Price
- (e) Exchange Period
- (f) Other

[Yes/No]

[Yes/No]

[]

[]

[]

[]

OTHER NOTES

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

[]

PROVISIONS REGARDING REDEMPTION/MATURITY

46.	Redemption at the Option of the Issuer pursuant to Condition 10.3 (<i>Redemption at the Option of the Issuer</i>):	[Yes/No]
	If yes:	
	(a) Optional Redemption Date(s)	[]
	(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	[]
	(c) Minimum period of notice (if different from Condition 10.3 (<i>Redemption at the Option of the Issuer</i>))	[]
	(d) If redeemable in part:	[]
	Minimum Redemption Amount(s)	[]
	Higher Redemption Amount(s)	[]
	(e) Other terms applicable on Redemption	

47.	Redemption at the Option of the Senior Noteholders pursuant to Condition 10.4 (<i>Redemption at the Option of the Senior Noteholders</i>):	[Yes/No]
	if yes:	
	(a) Optional Redemption Date(s)	[]
	(b) Optional Redemption Amount(s)	[]
	(c) Minimum period of notice (if different from Condition 10.4 (<i>Redemption</i>	[]

	at the Option of the Senior Noteholders))	
	(d) If redeemable in part:	
	Minimum Redemption Amount(s)	[]
	Higher Redemption Amount(s)	[]
	(e) Other terms applicable on Redemption	[]
	(f) Attach <i>pro forma</i> put notice(s)	
48.	Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition 10.5 (<i>Redemption in the event of a Change of Control</i>) or any other terms applicable to a Change of Control	[Yes/No]
49.	Redemption in the event of a failure to maintain NSX Listing and Rating at the election of the Noteholders pursuant to Condition 10.6 (<i>Redemption in the event of a failure to maintain NSX Listing and Rating</i>)	[Yes/No]
50.	Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to Condition 10.2 (<i>Redemption for Tax Reasons</i>) on Event of Default pursuant to Condition 18 (<i>Events of Default</i>) or on a Change of Control pursuant to Condition 10.5 (<i>Redemption in the event of a Change of Control</i>) or in relation to a failure to maintain a NSX Listing and/or Rating pursuant to Condition 10.6 (<i>Redemption in the event of a failure to maintain NSX Listing and Rating</i>) (if required or if different from	[Yes/No]

that set out in the relevant Conditions)

If yes:

(a) Amount payable; []
or

(b) Method of calculation of amount payable []

GENERAL

51.	Financial Exchange	[NSX]/[Other Financial Exchange]
52.	Additional selling restrictions	[]
53.	ISIN	[]
54.	Stock Code	[]
55.	Stabilising manager	[]
56.	Provisions relating to stabilisation	[]
57.	Method of distribution	[Private Placement/Auction/Bookbuild]
58.	Credit Rating assigned to the [Issuer]/[Programme]/[Notes]	[]
59.	Applicable Rating Agency	[]
60.	Governing law (if the laws of Namibia are not applicable)	[]
61.	Use of proceeds	[]
62.	Other provisions	[Other Events of Default in addition to the Events of Default referred to in Condition 16 (Events of Default)] [Other covenants, provisions]

Responsibility:

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

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

The authorised Programme Amount of NAD5,000,000,000 has not been exceeded.

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

SIGNED at _____ on this _____ day of _____ 20[••]

For and on behalf of

GONDWANA HOLDINGS LIMITED

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

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

TERMS AND CONDITIONS OF THE NOTES

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

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

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

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

1. INTERPRETATION

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

Affiliate	in relation to any Person, a Subsidiary of that Person or a Holding Company of that Person or any other Subsidiary of that Holding Company;
Applicable Laws	in relation to any Person, all and any statutes and subordinate legislation and common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and other similar provisions, from time to time, compliance with which is mandatory for that Person;
Applicable Pricing Supplement	in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to that Tranche of Notes, setting out the additional and/or other terms and conditions as are applicable to that Tranche of Notes, based upon the <i>pro forma</i> pricing supplement which is set out in the section of this Programme Memorandum headed " <i>Pro Forma Applicable Pricing Supplement</i> ";
Applicable Procedures	the rules, operating procedures and listing requirements of the NSX; or in respect of Notes issued and listed on any other Financial Exchange(s), the rules, operating procedures and listing requirements of such other Financial Exchange(s);
Banking Institutions Act	Banking Institutions Act, 1998;
Books Closed Period	in relation to a Tranche of Notes, the period, as specified in the Applicable Pricing Supplement, commencing after the Last Day to Register, during which transfers of the Notes will not be registered, or such shorter period as the Issuer may decide in order to determine those Noteholders entitled to receive principal and/or interest;
Business Day	a day (other than a Saturday or Sunday or public holiday within the meaning of the Public Holidays Act, 1990) on which commercial banks settle NAD payments in Windhoek, save further that if the Applicable Pricing Supplement so provides, "Business Day" shall

	include a Saturday;
Calculation Agent	Issuer, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Calculation Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Class of Noteholders	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
Class of Notes	a particular Series of Notes in relation to the other Series of Notes;
Companies Act	the Companies Act, 2004 (Act 28 of 2004);
Day	A Gregorian Calendar day unless qualified by the word "Business";
Day Count Fraction	<p>in relation to a Tranche of Notes (where applicable) and the calculation of an amount for any period of time (the Calculation Period), the Day Count Fraction specified as such in the Terms and Conditions or the Applicable Pricing Supplement and:</p> <ul style="list-style-type: none"> (a) if Actual/365 (Fixed) or Act/365 (Fixed) or A/365 (Fixed) or A/365F is so specified, means the actual number of Days in the Interest Period in respect of which payment is being made divided by 365 (three hundred and sixty five) (or, if any portion of the Interest Period falls in a leap year, the sum of (i) the actual number of Days in that portion of the Interest Period falling in a leap year divided by 366 (three hundred and sixty six) and (ii) the actual number of Days in that portion of the Interest Period falling in a non-leap year divided by 365 (three hundred and sixty five)); (b) if Actual/Actual or Act/Act (ICMA) is so specified, means: <ul style="list-style-type: none"> (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of Days in the Calculation Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and (ii) where the Calculation Period is longer than one Regular Period, the sum of: <ul style="list-style-type: none"> a. the actual number of Days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and b. the actual number of Days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods normally ending in any year; (c) if Actual/Actual or Actual/Actual (ISDA) or Act/Act or Act/Act (ISDA) is so specified, means the actual number of Days in the Calculation Period divided by 365 (three hundred and sixty five) (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of Days in that portion of the Calculation Period falling in a leap year divided by 366 (three hundred and sixty six) and (B) the actual number of Days in that portion of the Calculation Period falling in a non-leap year divided by 365 (three hundred and sixty five));

- (d) if Actual/365 (Fixed) is so specified, means the actual number of Days in the Calculation Period divided by 365 (three hundred and sixty five);
- (e) if Actual/460 or A/360 is so specified, means the actual number of Days in the Calculation Period divided by 360 (three hundred and sixty);
- (f) if 30/360, 360/360 or Bond Basis is so specified, means the number of Days in the Calculation period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

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

where:

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

Y_2 is the year, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

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

M_2 is the calendar month, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

D_1 is the first Day, expressed as a number, of the Calculation Period, unless such number would be 31 (thirty one), in which case D_1 will be 30 (thirty); and

D_2 is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31 (thirty one) and D_1 is greater than 29 (twenty nine), in which case D_2 will be 30 (thirty);

- (g) if 30E/360 or Eurobond Basis is so specified, means the number of Days in the Calculation Period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

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

where:

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

Y_2 is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

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

M_2 is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

D_1 is the first Day, expressed as a number, of the Calculation Period unless such number would be 31 (thirty one), in which case D_1 will

be 30 (thirty); and

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

- (h) if 30E/360 (ISDA) is so specified, means the number of Days in the Calculation Period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

Dealers

PSG Wealth and/or any other entity appointed as a Dealer by the Issuer, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of any such Dealer(s), as indicated in the Applicable Pricing Supplement;

Default Rate

in relation, to a Tranche of Notes, the default rate specified as such in the Applicable Pricing Supplement;

Dual Currency Notes

Notes which pay interest in a base currency and the principal in a non-base currency or *vice versa*, as indicated in the Applicable Pricing Supplement;

Early Redemption Amount

in relation to a Tranche of Notes, the amount, as set out in Condition 10.7 (*Early Redemption Amounts*), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Condition 10.2 (*Redemption for Tax Reasons*), Condition 10.3 (*Redemption at the option of the Issuer*), Condition 10.4 (*Redemption at the option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Change of Control*), Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and/or Rating*), and/or Condition 16 (*Events of Default*);

EBITDA

the consolidated operating profit of the Group as set out in the audited annual financial statements of the Group:

- (a) before deducting any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group;

	<p>(b) not including any accrued interest owing to any member of the Group;</p> <p>(c) before taxation; and</p> <p>(d) after adding back any amount attributable to the amortisation;</p>
Encumbrances	any mortgage, pledge, lien, hypothecation, assignment, cession <i>in securitatem debiti</i> , deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security interest to a creditor or any agreement or arrangement to give any form of a secured claim to a creditor but excluding statutory preferences or any security interest arising by operation of law and for the avoidance of doubt, any guarantee;
Event of Default	in relation to a Series of Notes, and unless otherwise set out in the Applicable Pricing Supplement, any of the events described in Condition 16 (<i>Events of Default</i>);
Exchange Control Regulations	the Exchange Control Regulations, 1961;
Exchange Period	in relation to a Tranche of Exchangeable Notes, in respect of Exchangeable Notes to which the Noteholders' Exchange Right applies (as indicated in the Applicable Pricing Supplement), the period indicated in the Applicable Pricing Supplement during which such right may be exercised;
Exchange Price	in relation to a Tranche of Exchangeable Notes, the amount determined in accordance with the manner described in the Applicable Pricing Supplement, according to which the number of Exchange Securities which may be delivered in redemption of an Exchangeable Note will be determined;
Exchange Securities	in relation to a Tranche of Exchangeable Notes, the securities indicated in the Applicable Pricing Supplement which may be delivered by the Issuer in redemption of the Exchangeable Notes to the value of the Exchange Price;
Exchangeable Notes	Notes which may be redeemed by the Issuer in the manner indicated in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as is determined in accordance with the Applicable Pricing Supplement;
Extraordinary Resolution	<p>(i) a resolution in writing signed no later than 20 (twenty) Business Days of receiving notice of the written resolution by or on behalf of the Noteholders or a Class of Noteholders holding not less than 75% (seventy-five percent) in aggregate Nominal Amount of the Notes outstanding from time to time or a specific Class of Notes, as the case may be;</p> <p>(ii) a resolution passed at a meeting (duly convened) of the Noteholders or Class of Noteholders, as the case may be, holding not less than 75% (seventy-five percent) of aggregate Nominal Amount of Notes held by the Noteholders or the Class of Noteholders, as the case may be, present in person or by proxy and voting at such meeting on such poll or if a vote by show of hands be duly demanded then by a majority consisting of not less than 75% (seventy-five percent) of the Persons voting at such meeting on a show of hands;</p>
Final Broken Amount	in relation to a Tranche of Fixed Rate Notes, the final broken amount

	specified as such in the Applicable Pricing Supplement;
Final Redemption Amount	in relation to a Tranche of Notes, the amount of principal specified in the Applicable Pricing Supplement payable in respect of such Tranche of Notes upon the Maturity Date;
Financial Exchange	the NSX and/or such other or additional financial exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to Applicable Laws, and upon which the Notes are listed as specified in the Applicable Pricing Supplement;
Fixed Coupon Amount	in relation to a Tranche of Fixed Rate Notes (where applicable), the amount specified as such in the Applicable Pricing Supplement;
Fixed Interest Payment Date	in relation to a Tranche of Fixed Rate Notes, the date specified as such in the Applicable Pricing Supplement;
Fixed Interest Period	in relation to a Tranche of Fixed Rate Notes, the period from (and including) a Fixed Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Fixed Interest Payment Date or as otherwise set out in the Applicable Pricing Supplement;
Fixed Rate Notes	Notes which will bear interest at the Fixed Rate of Interest, as indicated in the Applicable Pricing Supplement;
Fixed Rate of Interest	in relation to a Tranche of Fixed Rate Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement;
Floating Rate	in relation to a Tranche of Floating Rate Notes, the floating rate of interest specified as such in the Applicable Pricing Supplement;
Floating Rate Notes	Notes which will bear interest at a Floating Rate as indicated in the Applicable Pricing Supplement and more fully described in Condition 8.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>);
Group	the Issuer and each of its Subsidiaries and any other company or entity from time to time whose financial results are consolidated with the financial results of the Issuer in accordance with IFRS;
Higher Redemption Amount	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
Holding Company	in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;
ICMA	International Capital Market Association;
IFRS	the International Financial Reporting Standards issued by the International Accounting Standards Board (IASB) and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time);
Implied Yield	in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price of such Notes, as specified in the Applicable Pricing Supplement;
Income Tax Act	the Income Tax Act, 24 of 1981;
Indebtedness	means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of: <ul style="list-style-type: none"> (a) before deducting any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group;

	<p>(b) amounts raised by acceptance under any acceptance credit facility;</p> <p>(c) amounts (raised under any note purchase facility;</p> <p>(d) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with the Applicable Laws and generally accepted accounting principles, be treated as finance and capital leases;</p> <p>(e) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 90 (ninety) days; and</p> <p>amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;</p>
Indexed Interest Notes	Notes in respect of which the Interest Amount is calculated by reference to an index and/or a formula as indicated in the Applicable Pricing Supplement;
Index-Linked Notes	Indexed Interest Notes and/or Indexed Redemption Amount Notes, as applicable and as indicated in the Applicable Pricing Supplement;
Indexed Redemption Amount Notes	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or a formula as may be indicated in the Applicable Pricing Supplement;
Individual Certificate	a Note in the definitive registered form of a single certificate and being a certificate for the benefit of the Noteholder in registering the Noteholder's interest in the Register, and any further certificate issued in consequence of a transfer thereof;
Initial Broken Amount	in relation to a Tranche of Fixed Rate Notes, the initial broken amount specified as such in the Applicable Pricing Supplement;
Instalment Amount	in relation to a Tranche of Instalment Notes, the amount expressed (in the Applicable Pricing Supplement) as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
Instalment Dates	in relation to a Tranche of Instalment Notes, the dates specified as such in the Applicable Pricing Supplement;
Instalment Notes	Notes issued on the same date but redeemed in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as specified in the Applicable Pricing Supplement;
Interest Amount	in relation to a Tranche of Notes, the amount of interest payable in respect of each Nominal Amount of Fixed Rate Notes, Floating Rate Notes and Indexed Interest other than Zero Coupon Notes, as determined by the Calculation Agent in accordance with Condition 8 (<i>Interest</i>);
Interest Commencement Date	in relation to a Tranche of Notes (where applicable) the first date from which interest on the Notes, other than Zero Coupon Notes, will accrue, as specified in the Applicable Pricing Supplement;
Interest Determination Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Interest Payment Date	in relation to a Tranche of Notes, the Interest Payment Date(s) and/or the Redemption Date specified in the Applicable Pricing Supplement or, if no express Interest Payment Date(s) is/are specified in the Applicable Pricing Supplement, the last day of the Interest Period commencing on the preceding Interest Payment Date, or, in the case of the first Interest Payment Date, commencing

	on the Interest Commencement Date;
Interest Period	in relation to a Tranche of Notes, each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;
Interest Rate or Rate of Interest	in relation to a Tranche of Notes, the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
ISDA	the International Swaps and Derivatives Association Inc.;
ISDA Definitions	the 2006 ISDA Definitions published by ISDA (as amended, supplemented, revised or republished from time to time) as specified in the Applicable Pricing Supplement;
ISIN	the International Securities Identification Number as specified in the Applicable Pricing Supplement;
Issue Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Issue Price	in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;
Issuer	Gondwana Holdings Limited (registration number 2017/1055), a public company with limited liability duly incorporated in accordance with the company laws of the Republic of Namibia;
Last Day to Register	with respect to a particular Tranche of Notes (as specified in the Applicable Pricing Supplement), the last date or dates preceding a Payment Day on which the Transfer Secretary will accept Transfer Forms and record the transfer of Notes in the Register for that particular Tranche of Notes and whereafter the Register is closed for further transfers or entries until the Payment Day or if such day is not a Business Day, the Business Day before each Books Closed Period;
Mandatory Exchange	in relation to a Tranche of Exchangeable Notes, the mandatory exchange specified as such in the Applicable Pricing Supplement;
Margin	in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;
Material Indebtedness	any Indebtedness of the Issuer amounting to or exceeding, in aggregate, the greater of NAD80,000,000 (Eighty million Namibia Dollars) (or its equivalent in other currency or currencies), or 5% (five percent) of the total assets of the Issuer as set out in the Issuer's latest published audited financial statements at the time of the occurrence of an Event of Default;
Material Subsidiary	any Subsidiary (i) of which the Issuer owns more than 50% (fifty percent) of the ordinary shares and (ii) which contributes towards at least 15% (fifteen percent) of the Issuer's/Group's EBITDA as published in the Issuer's latest consolidated audited financial statements;
Maturity Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Minimum Redemption Amount	in relation to a Tranche of Notes, the minimum redemption amount specified as such in the Applicable Pricing Supplement;
Mixed Rate Notes	unlisted Notes which will bear interest over respective periods at differing Interest Rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes or Dual Currency Notes, each as indicated in the Applicable

	Pricing Supplement and as more fully described in Condition 8.4 (<i>Mixed Rate Notes</i>);
NACA	nominal annual compounded annually;
NACM	nominal annual compounded monthly;
NACQ	nominal annual compounded quarterly;
NACSA	nominal annual compounded semi-annually;
NAD	the lawful currency of Namibia, being the Namibia Dollar, or any successor currency;
Namibia	the Republic of Namibia;
NENS	the Exchange News Service of the NSX;
Notes	secured or unsecured, listed or unlisted notes issued under the Programme in Namibia;
Nominal Amount	in relation to any Note, the total amount, excluding interest and any adjustments on account of any formula, owing by the Issuer under the Note;
Noteholders	the registered holders of the Notes as recorded in the relevant Register;
Noteholders' Exchange Right	in relation to Exchangeable Notes, if indicated as applicable in the Applicable Pricing Supplement, the right of Noteholders of Exchangeable Notes to elect to receive delivery of the Exchange Securities in lieu of cash from the Issuer upon redemption of such Notes;
Notes	secured or unsecured registered notes issued or to be issued by the Issuer under the Programme, pursuant to this Programme Memorandum;
NSX	the Namibian Stock Exchange;
Optional Redemption Amount(s)	in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;
Outstanding	<p>in relation to the Notes, all the Notes issued under the Programme other than:</p> <ul style="list-style-type: none"> (a) those that have been redeemed in full; (b) those in respect of which the date for redemption in accordance with the Terms and Conditions has occurred and the redemption moneys wherefore (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment against presentation of Individual Certificates; (c) those which have been purchased and cancelled as provided in Condition 10 (<i>Redemption and Purchase</i>); <p>those which have become prescribed under Condition 15 (<i>Prescription</i>);</p> <p>provided that for each of the following purposes:</p> <ul style="list-style-type: none"> (i) the right to attend and vote at any meeting of the Noteholders; and (ii) the determination of how many and which Notes are for the time being Outstanding for the purposes of Conditions 19 (<i>Amendment of these Terms and Conditions</i>) and 20 (<i>Meetings of Noteholders/Consent</i>)

Process),

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

Participant	a person who is approved by the NSX in terms of the listing requirements of the NSX as a Settlement Agent to perform settlement of funds and scrip;
Partly Paid Notes	Notes which are issued with the Issue Price partly paid and which Issue Price is paid up fully by the Noteholder in instalments as indicated in the Applicable Pricing Supplement;
Paying Agent	Bank of Windhoek Limited, unless the Issuer elects to appoint another entity as Paying Agent, in which event that other entity shall act as a Paying Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Payment Day	any day which is a Business Day and upon which a payment is due by the Issuer in respect of the Notes;
Permitted Encumbrance	<p>unless otherwise set out in the Applicable Pricing Supplement, any Encumbrance:</p> <ul style="list-style-type: none">(a) of the Issuer, or any other Material Subsidiary existing as at the Programme Date; or(b) with regard to receivables of the Issuer, or a Material Subsidiary after the Programme Date if such Encumbrance was created pursuant to any securitisation or like arrangement in accordance with normal market practice and whereby the Indebtedness secured by such Encumbrance is limited to the value of such receivables (on or about the date of creation of such Encumbrance); or(c) with respect to inter-company indebtedness incurred between the Issuer and any of its Subsidiaries; or(d) created over any asset acquired, purchased, developed or constructed by the Issuer and/or any Material Subsidiary after the Programme Date (including any Encumbrance over the shares or other ownership interests in, or securities of, any person, acquired, subscribed for by the Issuer or any Material Subsidiary after the Programme Date, or the assets of such other company or person) if such Encumbrance was created for the sole purpose of financing or refinancing that asset by the Issuer or any Material Subsidiary, provided that the Indebtedness so secured shall not exceed the bona fide arm's length market value (on or about the date of the creation of such Encumbrance) of that asset or the cost of that acquisition, purchase, development or construction of that asset by the Issuer or any Material Subsidiary (including all interest and other finance charges, adjustments due to changes in circumstances and other charges reasonably incidental to such cost, whether contingent or otherwise) and where such market value and such cost both apply, the higher of the two; or(e) over immovable properties of the Issuer or any other Material Subsidiary as at the Programme Date; or(f) created over or with respect to any netting or set-off arrangement entered into by the Issuer or any other Material Subsidiary in the ordinary course of banking arrangements

	for purposes of netting debit and credit balances; or
	(g) over deposit accounts securing a loan equal to the amounts standing to the credit of such deposit accounts, including any cash management system; or
	(h) created in the ordinary course of business which includes, but is not limited to over stock-in-trade, inventories, accounts receivable, deposit accounts, full maintenance lease assets and assets financed under an asset based arrangement of the Issuer or any other Material Subsidiary; or
	(i) subsisting over any asset of any Subsidiary of the Issuer prior to the date of such entity becoming a Subsidiary of the Issuer and not created in contemplation of such entity becoming a Subsidiary of the Issuer and any substitute Encumbrance created over that asset but in any such case the amount of the Indebtedness secured by such Encumbrance, may not be increased, save in the ordinary course of business as set out in sub-clauses (a) to (h) above; and
	(j) in addition to any Encumbrance referred to in (a) to (i) above, any Encumbrance securing, in aggregate, an amount which is equal to or less than NAD80,000,000 (Eighty million Namibian Dollars) or 5% (five percent) of the total assets of the Issuer as set out in the Issuer's latest published audited financial statements at the time the Encumbrance is established;
Person	any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
Programme	Gondwana Holdings Limited NAD5,000,000,000 Note Programme under which the Issuer may from time to time issue Notes;
Programme Amount	the maximum aggregate outstanding Nominal Amount of all of the Notes that may be issued under the Programme at any one point in time (including Notes issued (if any) under the Programme pursuant to the Previous Programme Memorandum), being NAD5,000,000,000 Notes or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures and Applicable Laws;
Programme Date	the date of this Programme Memorandum being 12 April 2022;
Programme Memorandum	this programme memorandum dated 12 April 2022, as amended and/or restated and/or supplemented from time to time;
PSG Wealth	PSG Wealth Management (Namibia) (Proprietary) Limited (Registration Number 98/528), a company incorporated in accordance with the company laws of the Republic of Namibia;
Rating	in relation to the Issuer and/or the Programme and/or a Tranche of Notes (where applicable), as the case may be, the national scale rating of the Issuer and/or the Programme and/or the Tranche of Notes, as the case may be, granted by the Rating Agency, specified in the Applicable Pricing Supplement;
Rating Agency	Global Credit Rating Co. Proprietary Limited (GCR), Standard & Poor's Ratings Services (S&P), Moody's Investors Service Limited (Moody's), as the case may be, and their successors or any other rating agency of equivalent national or international standing, as the case may be and as specified from time to time by the Issuer, specified in the Applicable Pricing Supplement (if applicable) and/or

	notified to Noteholders pursuant to Condition 18 (<i>Notices</i>);
Redemption Date	in relation to a Tranche of Notes, the date upon which the Notes are redeemed by the Issuer, in accordance with Condition 10 (<i>Redemption and Purchase</i>);
Reference Banks	in respect of the Notes, the leading banks in the Namibia inter-bank market selected by the Calculation Agent;
Reference Price	in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
Reference Rate	in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
relevant Register	the relevant register of Noteholders maintained by or on behalf of the Transfer Secretary in accordance with Condition 12 (<i>Registration of Notes in certificated form</i>) and Condition 13 (<i>Registration of Notes in uncertificated form</i>), as the case may be;
Regular Period	<p>(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to, but excluding, the first Interest Payment Date and each successive period from and including one Interest Payment Date to, but excluding, the next Interest Payment Date;</p> <p>(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "<i>Regular Date</i>" means the Day and the month (but not the year) on which any Interest Payment Date falls; and</p> <p>(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "<i>Regular Date</i>" means the Day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;</p>
Relevant Date	in relation to a Tranche of Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the Participant in accordance with these Terms and Conditions, it means the first date on which (i) the full amount of such monies have been received by the Participant, (ii) such monies are available for payment to the Noteholders and (iii) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;
Relevant Screen Page	in relation to a Tranche of Notes (where applicable), the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;
Representative	a Person duly authorised to act on behalf of a Noteholder, the Transfer Secretary or the Paying Agent, as the case may be, who

	may be regarded by the Issuer (acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder, the Transfer Secretary and the Paying Agent;
Senior Noteholders	the registered holders of Senior Notes, as recorded in the Register;
Senior Notes	Notes issued with the status and characteristics set out in Condition 5 (<i>Status of Senior Notes</i>), as indicated in the Applicable Pricing Supplement;
Series	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <ul style="list-style-type: none"> (a) expressed to be consolidated and form a single series; and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;
Settlement Agent	a Participant, approved by the NSX, as the case may be, in terms of the Applicable Procedures to perform electronic settlement of both funds and scrip on behalf of market participants;
Specified Currency	in relation to each Note in a Tranche of Notes, subject to all Applicable Laws, the currency specified in the Applicable Pricing Supplement;
Specified Denomination	in relation to each Note in a Tranche of Notes, the denomination specified as such in the Applicable Pricing Supplement;
Specified Address	the address of the Transfer Secretary, the Paying Agent, the Settlement Agent and/or the Calculation Agent as specified in the Applicable Pricing Supplement;
Subordinated Indebtedness	in the event of the dissolution of the Issuer or if the Issuer is wound up or placed in liquidation or is subject to judicial management, any indebtedness of the Issuer, under which the right of payment of the Person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer;
Subordinated Notes	Notes issued with the status and characteristics set out in Condition 6 (<i>Status and Characteristics of Subordinated Notes</i>), as indicated in the Applicable Pricing Supplement;
Subsidiary	a subsidiary company as defined in section 1(3) of the Companies Act;
Sub-unit	with respect to any currency, the lowest amount of such currency that is available as legal tender in the country of such currency;
Terms and Conditions	the terms and conditions incorporated in this section headed " <i>Terms and Conditions of the Notes</i> " and in accordance with which the Notes will be issued;
Tranche	in relation to any particular Series, all Notes which are identical in all respects (including as to listing);
Transfer Secretary	Transfer Secretaries (Proprietary) Limited (Registration Number 93/713), or such other entity appointed by the Issuer as the Transfer Secretary in which event that other entity shall act as a Transfer Secretary, as specified in the Applicable Pricing Supplement;
Transfer Form	the written form for the transfer of a Note, in the form approved by the Transfer Secretary, and signed by the transferor and transferee;
Uncertificated	An Uncertificated Securities Register as contemplated in section 1

Securities Register	of the Companies Act;
Wholly Owned Subsidiary	a wholly owned subsidiary as defined in Section 1(7) of the Companies Act; and
Zero Coupon Notes	Notes which will be offered and sold at a discount to their Nominal Amount or at par and which will not bear interest other than in the case of late payment, as indicated in the Applicable Pricing Supplement.

2. **ISSUE**

- 2.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the aggregate outstanding Nominal Amount of all of the Notes issued under the Programme from time to time (including all Notes issued (if any) under the Programme does not exceed the Programme Amount.
- 2.2. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.
- 2.3. Each Note, may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index-Linked Note, a Dual Currency Note, a Mixed Rate Note, an Instalment or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and specified in the relevant Applicable Pricing Supplement.
- 2.4. All payments in relation to the Notes will be made in the Specified Currency. Each Note will be issued in the Specified Denomination.
- 2.5. The Terms and Conditions of a Tranche of Notes are incorporated by reference into the Individual Certificate(s) representing the Notes in that Tranche. The Applicable Pricing Supplement relating to a Tranche of Notes will be attached to the Individual Certificate(s) representing the Notes in that Tranche.

3. **FORM AND DENOMINATION**

- 3.1. A Tranche of Notes may be issued in the form of listed or unlisted registered Notes, as specified in the Applicable Pricing Supplement.
- 3.2. A Tranche of Notes may be listed on the NSX or on such other Financial Exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to any Applicable Laws and Applicable Procedures.
- 3.3. A Tranche of Notes may be issued in the form of listed or unlisted registered Notes, as specified in the Applicable Pricing Supplement.
- 3.4. Unlisted Notes may also be issued under the Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and if so, the Financial Exchange(s) on which such Tranche of Notes will be listed.

Notes issued in certificated form

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

Notes issued in uncertificated form

A Tranche of Notes which is listed on the NSX will be freely transferable and fully paid up and may, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form.

4. **TITLE**

- 4.1. Each holder of Notes, represented by an Individual Certificate, will be named in the Register as the registered holder of such Notes.
- 4.2. Title to Notes will pass upon registration of transfer in the Register in accordance with Condition 13 (Transfer of Notes).

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

5. STATUS OF SENIOR NOTES

Unless otherwise set out in the Applicable Pricing Supplement, the Senior Notes are direct, unconditional, unsubordinated and (subject to Condition 7 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (save for certain debts required to be preferred by law) equally with all other present and future outstanding direct, unconditional, unsecured and unsubordinated obligations of the Issuer from time to time.

6. STATUS AND CHARACTERISTICS OF SUBORDINATED NOTES

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

7. NEGATIVE PLEDGE

- 7.1. For as long as any Tranche of the Senior Notes remains Outstanding, the Issuer undertakes that it shall not, and shall procure that no Material Subsidiary, create or permit the creation of any Encumbrances other than Permitted Encumbrances over any of their present or future business undertakings, assets or revenues to secure any present or future Indebtedness (save for those which have been accorded a preference by law) without at the same time securing all Senior Notes at least equally and rateably with such Indebtedness or providing such other security or arrangement as may be approved by Extraordinary Resolution of the Senior Noteholders, unless the provision of any such security is waived by an Extraordinary Resolution of the Senior Noteholders.
- 7.2. The Issuer shall be entitled, but not obliged, to form, or procure the formation of, a trust or special purpose company (or more than one), or appoint, or procure the appointment of, an agent or agents to hold any such rights of security for the benefit or on behalf of such Noteholders.

8. INTEREST

8.1. Fixed Rate Notes

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

per Note on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount, provided that:

- (a) if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and
- (b) if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.

8.1.4. Interest will be calculated in accordance with the Interest Rate Period as specified in the Applicable Pricing Supplement for NSX listed Fixed Rate Notes, however in any other instance, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, as specified in the Applicable Pricing Supplement, and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half such Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

8.2.1. ***Interest Payment Dates***

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

8.2.2. ***Rate of Interest***

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

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

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

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

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

8.2.5. ***Interest Determination, Screen Rate Determination including Fallback Provisions***

Where ISDA Determination is specified in the Applicable Pricing Supplement as the

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

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the Relevant Screen Page, as the case may be, the first Day of the applicable Interest Period; or (ii) in any other case, as specified in the Applicable Pricing Supplement.

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

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

- (a) if the Relevant Screen Page is available,
 - (i) the offered quotation (if only one quotation appears on the Relevant Screen Page); or
 - (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,
(expressed as a percentage per annum) for the Reference Rate which appears on the Relevant Screen Page as at 11h00 (or as otherwise specified in the Applicable Pricing Supplement) (Windhoek time) on the Interest Rate Determination Date in question plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If 5 (five) or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or
- (b) if the Relevant Screen Page is not available or if, in the case of (a)(i) above, no such offered quotation appears or, in the case of (a)(i) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal Windhoek office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11h00 (Windhoek time) on the Interest Rate Determination Date in question. If 2 (two) or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or
- (c) if the Rate of Interest cannot be determined by applying the provisions of (a) and (b) above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation

Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately 11h00 (Windhoek time) on the relevant Interest Rate Determination Date, deposits in an amount approximately equal to the Nominal Amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the Windhoek inter-bank market plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits in an amount approximately equal to the Nominal Amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate, quoted at approximately 11h00 (Windhoek time) on the relevant Interest Rate Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 9.2(c), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (through substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Applicable Pricing Supplement as being other than the Relevant Screen Page or its equivalent in Windhoek, the Rate of Interest in respect of such Notes will be determined as provided in the Applicable Pricing Supplement.

8.2.6. Notification of Rate of Interest and Interest Amount

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

8.2.7. Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8.2 (*Floating Rate Notes and Indexed Interest Notes*), by the Calculation Agent shall (in the absence of wilful deceit, bad faith or manifest error or proven error) be binding on the Issuer and all Noteholders and in the absence as aforesaid no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

8.3. Dual Currency Interest Notes

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

8.4. Mixed Rate Notes

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

Notes or Dual Currency Notes, as the case may be.

8.5. Accrual of Interest

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

8.6. Business Day Convention

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

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

9. PAYMENTS

9.1. General

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

9.1.2. Payment will be subject, in all cases, to any Applicable Law, but without prejudice to the provisions of Condition 11 (*Taxation*).

9.2. Method of Payment

9.2.1. Payments will be made in the Specified Currency by credit or transfer, by means of electronic settlement or as agreed between the Issuer and Noteholder, to the Noteholder.

9.2.2. Payments will be subject, in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*).

9.3. **Payment Day**

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

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

9.4. **Interpretation of Principal and Interest**

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

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

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

10. **REDEMPTION AND PURCHASE**

10.1. **Redemption at Maturity**

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

10.2. **Redemption for Tax Reasons**

10.2.1. Notes may be redeemed at the option of the Issuer at any time (in the case of Notes other than Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes having an Interest Rate then determined on a floating or indexed basis) or on any Interest Payment Date (in the case of Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes), on giving not less than 30 (thirty) Days nor more than 60 (sixty) Days' notice to the Noteholders prior to such redemption, in accordance with Condition 18 (*Notices*) (which notice shall be irrevocably certified by 2 (two) authorised directors of the Issuer and include particulars of the relevant change pursuant to Condition (a) below), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

- (a) as a result of any change in, or amendment to, the laws or regulations Namibia, as the case may be, or any political sub-division of, or any authority in, or of Namibia, as the case may be, having power to tax, or any change or amendment of such laws which becomes effective after the relevant Issue Date, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 11 (*Taxation*); and

- (b) the requirement and/or any adverse effect cannot be avoided by the Issuer taking reasonable measures available to it,

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

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

10.2.2. From the date of publication of the notice to Noteholders of the redemption referred to in this Condition 10.2 (*Redemption for Tax Reasons*), the Issuer shall deliver to the Transfer Secretary and the Paying Agent at their Specified Addresses, for inspection by the relevant Noteholders (i) a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to effect such redemption have occurred and (ii) a copy of a legal opinion from independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

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

10.3. **Redemption at the Option of the Issuer**

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

10.3.2. Any such redemption must be of a Nominal Amount equal to the Minimum Redemption Amount or a Higher Redemption Amount, both as indicated in the Applicable Pricing Supplement.

10.3.3. In the case of a partial redemption of Notes, the Notes to be redeemed (Redeemed Notes) will be selected individually by lot, in the case of Redeemed Notes and not more than 30 (thirty) Days prior to the date fixed for redemption (such date of selection being hereinafter called the Selection Date).

10.3.4. In the case of Redeemed Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 18 (*Notices*) not less than 15 (fifteen) Days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes Outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination.

- 10.3.5. Holders of Redeemed Notes shall surrender the Individual Certificates, representing the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Individual Certificates are redeemed, the Transfer Secretary shall deliver new Individual Certificates to the Participants or such Noteholders, as the case may be, in respect of the balance of the Notes.

10.4. Redemption at the Option of the Senior Noteholders

- 10.4.1. If Senior Noteholders are specified in the Applicable Pricing Supplement as having an option to request the redemption of Senior Notes, such Senior Noteholders may exercise such option in respect of such Senior Notes by delivering to the Transfer Secretary, in accordance with Condition 18 (*Notices*), a duly executed notice (Put Notice), at least 30 (thirty) Days but not more than 60 (sixty) Days, prior to the Optional Redemption Date.
- 10.4.2. For redemption in part, the redemption amount specified in such Put Notice in respect of any such Senior Note must be of a principal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as indicated in the Applicable Pricing Supplement.
- 10.4.3. The redemption by the Senior Noteholders of Senior Notes shall take place in accordance with the Applicable Procedures.
- 10.4.4. The Issuer shall proceed to redeem the Senior Notes in respect of which such option has been exercised in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount(s) and on the Optional Redemption Date(s), together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).
- 10.4.5. In the event that the redeeming Senior Noteholder is the holder of an Individual Certificate, then such Senior Noteholder shall (attached to the Put Notice) deliver the Individual Certificate to the Transfer Secretary at least 1 (one) Business Day prior to the Optional Redemption Date for cancellation, failing which the Put Notice shall be invalid. A holder of an Individual Certificate shall, in that holder's Put Notice, specify a bank account in Namibia into which the redemption payment amount is to be paid.

If, prior to such due date for its redemption, such Note becomes immediately due and payable or if upon due presentation payment of such redemption monies is improperly withheld or refused, the Transfer Secretary shall post such Note by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder has otherwise requested and paid the costs of such insurance to the Transfer Secretary at the time of depositing the Notes) at such address as may have been given by the Noteholder in the Put Notice. At the end of each period for the exercise of such option, the Transfer Secretary shall promptly notify the Issuer of the Nominal Amount of the Notes in respect of which such option has been exercised with it and the serial numbers in respect of any Notes represented by an Individual Certificate.

- 10.4.6. The delivery of Put Notices shall be required to take place during normal office hours to the Issuer and Transfer Secretary. Put Notices shall be available for inspection at the Specified Address of the Transfer Secretary.
- 10.4.7. Any Put Notice given by a Senior Noteholder holder pursuant to this Condition 10.4 (*Redemption at the Option of the Senior Noteholders*) shall be irrevocable except where, after giving the notice but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Senior Noteholder, at its option, may elect by notice to the Issuer delivered at least 1 (one) Business Day prior to the Optional Redemption Date to withdraw the notice given pursuant to this Condition 10.4 (*Redemption at the Option of the Senior Noteholders*) and instead to declare such Senior Note forthwith due and payable pursuant to Condition 16 (*Events of Default*).
- 10.4.8. The Issuer shall have no liability to remedy any defects in any Put Notice or bring any such defects to the attention of any Noteholder.

10.5. Redemption in the event of a Change of Control

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

- 10.5.2. A Change of Control Event shall occur if at any time while any Note remains Outstanding: a **Change of Control** occurs; and within the Change of Control Period and in respect of that Change of Control:
- (i) a Rating Downgrade occurs in relation to the Issuer and/or the Programme and/or any Notes rated by a Rating Agency, as the case may be; or
 - (ii) if, at the time the Change of Control occurs, the Issuer and/or the Programme and/or the Notes, as the case may be, are not so rated, a Negative Rating Event occurs,
- 10.5.3. Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice to the Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the option set out in Condition 10.5.5.
- 10.5.4. If a Change of Control Event occurs at any time while any Note remains Outstanding, then provided the Noteholders have:
- (a) in terms of Condition 18 (*Notices*) issued a notice to convene a meeting of Noteholders within 30 (thirty) Days of the notification set out in Condition 10.5.3 above; and
 - (b) resolved in terms of Condition 20 (*Meetings of Noteholders/Consent Process*) by way of Extraordinary Resolution to require the redemption of the Notes of that Class of Noteholders in these circumstances,
- the Issuer shall redeem all Notes held by that Class of Noteholders at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) Days of having received a written notice from that Class of Noteholders to redeem such Note (a Change of Control Redemption Notice).
- 10.5.5. Such option shall be exercisable by a Class of Noteholders through the delivery of a written notice (a Change of Control Redemption Notice) to the Issuer at its registered office within 60 (sixty) Days after the occurrence of a Change of Control Event, unless prior to the delivery by that Noteholder of its Change of Control Redemption Notice the Issuer gives notice to redeem the Notes.
- 10.5.6. For the purposes of this Condition 10.5 (*Redemption in the event of a Change of Control*):
- (a) **Acting in Concert** means a group of Persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate Control of the Issuer;
 - (b) a **Change of Control** shall be deemed to have occurred at each time (whether or not approved by the senior management or board of directors of the Issuer) that any Person or Person Acting in Concert or any Person or Persons acting on behalf of any such Person(s) (**Relevant Person**), at any time directly or indirectly acquires Control of the Issuer, provided that a Change of Control shall not be deemed to have occurred if the shareholders of the Relevant Person are also, or immediately prior to the event which would otherwise constitute a Change of Control, were all of the shareholders of the Issuer;
 - (c) **Change of Control Period** means, in relation to a Change of Control of the Issuer, the period commencing 60 (sixty) Days prior to such Change of Control and ending 60 (sixty) Days after such Change of Control;
 - (d) **Control of the Issuer** means (A) the holding beneficially of more than 50% (fifty percent) of the issued shares of the Issuer (excluding any part of the issued shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital), and/or (B) the power to cast, or control the casting of votes in respect of, such number of the shares in the issued shares of the Issuer carrying more than 50% (fifty percent) of the total number of votes that may be cast at a general meeting of the shareholders of the Issuer;

- (e) **Investment Grade Rating** means a national scale rating of BBB_{-(ZA)} or BBB_{-(NA)} by GCR or its equivalent for the time being, or better by any other Rating Agency;
- (f) a **Negative Rating Event** shall, in relation to Notes that are unrated and/or where no rating is assigned to the Issuer and/or the Programme, as the case may be, by a Rating Agency at the time a Change of Control occurs, be deemed to have occurred if:
 - (i) the Issuer does not on or before the 60th (sixtieth) Business Day after the commencement of the Change of Control Period seek, and use all reasonable endeavours to obtain from a Rating Agency, a rating in respect of itself and/or the Programme and/or the Notes, as the case may be, that are not rated; or
 - (ii) if it does so seek and use such endeavours, it has not, at the expiry of the Change of Control Period and as a result of such Change of Control, obtained an Investment Grade Rating in respect of itself and/or the Programme and/or such Notes, as the case may be;
- (g) **Rating Downgrade** shall, in relation to Issuer and/or the Programme, as the case may be, be deemed to have occurred in respect of a Change of Control if within the Change of Control Period the rating previously assigned to the Issuer and/or the Programme and/or such Notes, as the case may be, by any Rating Agency is:
 - (i) (A) withdrawn; or
 - (ii) (B) changed from an Investment Grade Rating to a non-Investment Grade Rating; or
 - (iii) (C) in the case of a non-Investment Grade Rating, downgraded by any Rating Agency by one or more Rating Notches (as defined in Condition 10.5(h) below),

provided that no Rating Downgrade shall have occurred if the Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, is substituted for an Investment Grade Rating by another Rating Agency or is substituted for an Investment Grade Rating of the Issuer and/or the Programme and/or the Notes, as the case may be; and
- (h) **Rating Notch** means the difference between one Rating and the Rating immediately below it, for example, from “BB+” to “BB” by the Rating Agency or such similar lower or equivalent Rating.

10.6. **Redemption in the event of a failure to maintain NSX Listing and/or Rating**

- 10.6.1. The provisions of this Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and/or Rating*) shall apply if specified in the Applicable Pricing Supplement.
- 10.6.2. The Issuer shall, for so long as listed Notes remain Outstanding:
 - (a) ensure that those Notes remain listed on the NSX; and
 - (b) maintain any Rating (whether or not specified in the Applicable Pricing Supplement) in respect of the Issuer, the Notes or the Programme, as the case may be.
- 10.6.3. If a breach of any of the undertakings in Condition 10.6.2 above occurs, the Issuer shall within 3 (three) Business Days of such breach, and in accordance with Condition 18 (*Notices*), give notice (the Issuer Redemption Notice) of such breach and the procedure for exercising the option set out in Condition 10.6.4 below to the Noteholders;
- 10.6.4. Each Noteholder may within the period ending 45 (forty five) Days of receipt of the Issuer Redemption Notice (the Election Period), require the Issuer to redeem its Notes on:
 - (a) the Interest Payment Date immediately following the Election Period; or
 - (b) if the Election Period expires within a Books Closed Period, the next Interest Payment Date falling after the Interest Payment Date at the end of the Election Period,

by delivery to the Issuer of a notice (the Noteholder Redemption Notice) in accordance

with Condition 18 (*Notices*).

- 10.6.5. The Issuer shall, in accordance with Condition 10.6.4 above, redeem the Notes relevant to each Noteholder Redemption Notice at the Early Redemption Amount calculated in accordance with Condition 10.7 (*Early Redemption Amounts*), together with accrued interest (if any).
- 10.6.6. For the purposes of this Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and/or Rating*):

NSX Listing means the Notes listed on the NSX.

10.7. **Early Redemption Amounts**

For the purpose of Conditions 10.2 (*Redemption for Tax Reasons*), Condition 11.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Change of Control*) Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and/or Rating*) and/or Condition 16 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount, plus interest (if any) calculated as follows:

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

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

10.8. **Instalment Notes**

Instalment Notes will be redeemed at the Instalment Amounts and on the Instalment Dates. In the case of early redemption in accordance with Conditions 10.2 (*Redemption for Tax Reasons*), Condition 10.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Change of Control*), Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and Rating*) and/or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.7 (*Early Redemption Amounts*).

10.9. **Partly Paid Notes**

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 10 (*Redemption and Purchase*) and the Applicable Pricing Supplement. In the case of early redemption in accordance with Conditions 10.2 (*Redemption for Tax Reasons*), Condition 10.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*) 10.5 (*Redemption in the event of a Change of Control*), Condition 10.6 (*Redemption in the event of a failure to maintain NSX Listing and Rating*) and/or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.7 (*Early Redemption Amounts*).

10.10. **Exchangeable Notes**

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in the manner indicated in the Applicable Pricing Supplement. Exchangeable Notes in respect of which Mandatory Exchange is indicated in the Applicable Pricing Supplement as applying, or upon the exercise by the Noteholder of the Noteholder's Exchange Right (if applicable), will be redeemed by the Issuer delivering to each Noteholder as many of the Exchange Securities as are required in accordance with the Exchange Price. The delivery by the Issuer of the Exchange Securities in the manner set out in the Applicable Pricing Supplement shall constitute the *in specie* redemption in full of such Notes.

10.11. **Purchases**

- 10.11.1. The Issuer or any of its Subsidiaries may, subject to the Applicable Laws, at any time purchase Notes, save for any instance where Issuer or any of its Subsidiaries are in possession of unpublished price sensitive information at any price in the open market or otherwise.

Such Notes may, subject to Applicable Laws, be held, resold, or, at the option of the Issuer, surrendered to the Transfer Secretary for cancellation.

10.12. **Cancellation**

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

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

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

10.14. **Applicable Procedures**

The redemption and partial redemption of Notes shall take place in accordance with the Applicable Procedures and the Applicable Laws.

11. **TAXATION**

- 11.1. Unless otherwise set out in the Applicable Pricing Supplement, all payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Namibia or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

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

- 11.2.1. held by or on behalf of a Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with Namibia other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or
- 11.2.2. presented for payment by or on behalf of, or held by, a Noteholder who could lawfully avoid

(but has not so avoided) such withholding or deduction by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other similar claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder); or

- 11.2.3. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) Days after the Payment Day, except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting the same for payment on such 30th (thirtieth) Day; or
- 11.2.4. if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters.
- 11.2.5. where the Noteholder is entitled to claim a tax reduction, credit or similar benefit in respect of such withholding or deduction in terms of the Noteholder's domestic tax laws or applicable double tax treaty, and such tax reduction, credit or similar benefit is actually granted to the Noteholder.

- 11.3. Any reference in these Terms and Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

11.4. **Replacement**

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

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

Any Person becoming entitled to Notes as a consequence of the death, sequestration or liquidation of such Noteholder may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 11.5 (*Death and sequestration or liquidation of Noteholder*), or of his title as the Issuer and the Transfer Secretary shall require, he be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 11.5 (*Death and sequestration or liquidation of Noteholder*) and Condition 14 (*Transfer of Notes*), may transfer such Notes. The Issuer and (if applicable) the Participant shall be entitled to retain any amount payable upon the Notes to which any Person is so entitled until such Person shall be registered as aforesaid or until such time such Notes are duly transferred.

11.6. **Costs**

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

12. **REGISTRATION OF NOTES ISSUED IN CERTIFICATED FORM**

- 12.1. The relevant Register of Noteholders in respect of Notes issued in certificated form:

- 12.1.1. shall be kept at the Specified Address of the Transfer Secretary and a copy thereof shall be made available for inspection at the Specified Address of the Issuer (as set out at the

end of this Programme Memorandum) or such other Person as may be appointed for the time being by the Issuer to maintain the relevant Register;

- 12.1.2. shall contain the names, addresses and bank account numbers of the registered Noteholders;
- 12.1.3. shall show the total Nominal Amount of the Notes held by the Noteholders;
- 12.1.4. shall show the dates upon which each of the Noteholders was registered as such;
- 12.1.5. shall show the serial numbers of the Individual Certificates and the dates of issue thereof;
- 12.1.6. shall be open for inspection at all reasonable times during business hours on Business Days by any Noteholder or any Person authorised in writing by a Noteholder; and
- 12.1.7. shall be closed during the Books Closed Period.
- 12.2. The Transfer Secretary shall alter the relevant Register in respect of any change of name, address or account number of any of the Noteholders of which it is notified.
- 12.3. Except as provided for in these Terms and Conditions or as required by law, in respect of Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the relevant Register.
- 12.4. Except as provided for in these Terms and Conditions or as required by law, the Issuer shall not be bound to enter any trust in the relevant Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Individual Certificate may be subject.

13. REGISTRATION OF NOTES ISSUED IN UNCERTIFICATED FORM

- 13.1. The Uncertificated Securities Register of Noteholders in respect of Notes issued in uncertificated form will be administered by a Participant as determined in accordance with the Applicable Procedures.
- 13.2. Subject to Applicable Laws and the Applicable Procedures, title to Beneficial Interests held by Noteholders will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the relevant Participants for such Noteholders. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.
- 13.3. The relevant Participant shall alter the Uncertificated Securities Register in respect of any change of name, address or account number of any of the Noteholders of uncertificated notes of which it is notified.

14. TRANSFER OF NOTES

- 14.1. In order for any transfer of Notes represented by an Individual Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:
 - (a) the transfer of such Notes must be embodied in a Transfer Form;
 - (b) the Transfer Form must be signed by the registered Noteholder of such Notes and the transferee, or any Representatives of that registered Noteholder or transferee; and
 - (c) the Transfer Form must be delivered to the Transfer Secretary at its Specified Address together with the Individual Certificate representing such Notes for cancellation.
- 14.2. Notes may only be transferred, in whole or in part, in amounts of not less than the Specified Denomination (or any multiple thereof).
- 14.3. Subject to this Condition 13 (Transfer of Notes), the Transfer Secretary will, within 3 (three) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Notes (or the relevant portion of such Notes) in the Register, and authenticate and deliver to the transferee at the Transfer Secretary's Specified Address or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Notes transferred reflecting the outstanding Nominal Amount of the Notes transferred.

- 14.4. Where a Noteholder has transferred only a portion of the Notes, the Transfer Secretary will authenticate and deliver to such Noteholder at the Transfer Secretary's Specified Address or, at the risk of such Noteholder, send by registered mail to such address as such Noteholder may request, at the risk of such Noteholder, a new Individual Certificate representing the balance of the Notes held by such Noteholder.
- 14.5. The transferor of any Notes will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 14.6. Before any transfer of Notes is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Transfer Secretary may reasonably require as to the identity and title of the transferor and the transferee.
- 14.7. No transfer of any Notes will be registered whilst the Register is closed as contemplated in Condition 12 (*Registration of Notes in uncertificated form*).
- 14.8. If a transfer of any Notes is registered in the Register, the Transfer Form and cancelled Individual Certificate will be retained by the Transfer Secretary.
- 14.9. In the event of a partial redemption of Notes under Condition 10.3 (Redemption at the Option of the Issuer), the Transfer Secretary shall not be required in terms of Condition 10.3 (*Redemption at the Option of the Issuer*), to register the transfer of any Notes during the period beginning on the 10th (tenth) Business Day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

15. **PRESCRIPTION**

The Notes will become void unless presented for payment of principal within a period of 3 (three) years after their Redemption Date.

16. **EVENTS OF DEFAULT**

16.1. **Senior Notes**

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

16.1.1. **Non-Payment**

the Issuer fails to pay any principal or interest due under the Senior Notes on its due date for payment thereof and any such failure continues for a period of 5 (five) Business Days, after receiving written notice from any of the Senior Noteholders demanding such payment; or

16.1.2. **Negative Pledge**

the Issuer or any other Material Subsidiary, as the case may be, fails to remedy a breach of Condition 7 (*Negative Pledge*) within 21 (twenty one) Business Days of receiving written notice from the Senior Noteholders demanding such remedy; or

16.1.3. **Breach of Material Obligations**

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

16.1.4. **Cross Default**

- 16.1.4.1. any Indebtedness of the Issuer or any other Material Subsidiary is declared to be or becomes due and repayable before its stated maturity by reason of an event of default (howsoever described); or

- 16.1.4.2. the Issuer or any other Material Subsidiary fails to make any payment in respect of any Indebtedness on the due date for payment (as extended by any originally

applicable grace period); or

16.1.4.3. any security given by the Issuer or any other Material Subsidiary for any other Indebtedness becomes enforceable by reason of default in relation thereto and steps are taken to enforce such security; or

16.1.4.4. a default is made by the Issuer or any other Material Subsidiary in making any payment due and/or indemnity (at the expiry of any originally applicable grace period) given by it in relation to any Material Indebtedness of any other person.

No Event of Default will occur under this Condition 16.1.4 (*Cross Default*) if the aggregate amount of Indebtedness within Conditions 16.1.4.1 to 16.1.4.3. above is less than NAD80,000,000 (Eighty million Namibian Dollars) (or its equivalent in any other currency) or 5% (five percent) of the total assets of the Issuer as set out in the Issuer's latest published audited financial statements at the time of the Indebtedness.

16.1.5. ***Authorisation and Consents***

any action, condition or thing, including obtaining any consent, licence approval or authorisation now or in future necessary to enable the Issuer to comply with its obligations under the Notes is not taken, fulfilled or in place or any such consent, licence, approval or authorisation is revoked, modified, withdrawn or withheld or ceases to be in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Notes and the Issuer fails to take reasonable steps to remedy such circumstances within 7 (seven) Business Days of receiving written notice from the Noteholders demanding such remedy; or

16.1.6. ***Insolvency etc.***

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

16.1.7. ***Winding-up etc.***

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

16.1.8. ***Enforcement Proceedings***

if a Person validly attaches in execution the whole or a material part of the undertaking or assets of the Issuer or any other Material Subsidiary, as the case may be, or an execution or attachment or other process is validly levied, enforced upon, sued out or put in force against the whole or a material part of the undertaking or assets of any of them in both

instances following a judgement against the Issuer or any other Material Subsidiary, as the case may be, by a court of competent jurisdiction and such is not discharged within 30 (thirty) Days; or

16.1.9. ***Disposal of a material part of the business***

the Issuer ceases or threatens to cease to carry on all or greater part of its business, provided that no merger, amalgamation, consolidation, reconstruction or reorganisation shall constitute an Event of Default if the merger, amalgamation, consolidation, reconstruction or reorganisation is for purposes of effecting a merger, amalgamation, consolidation, reconstruction or reorganisation within the Group; or

16.1.10. ***Nationalisation, etc.***

any step is taken by or under any authority with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or any of the Issuer or any of the securities issued by the Issuer or a material part of the assets of the Issuer; or

16.1.11. ***Other***

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

16.1.12. For the purposes of Condition 16.1.4 (*Cross Default*), any Indebtedness which is in a currency other than the Namibian Dollar shall be converted into Namibia Dollars at the spot rate for the sale of Namibian Dollar against the purchase of the relevant currency quoted by any leading bank of Namibia selected on the date of such Event of Default.

16.2. **Subordinated Notes**

16.2.1. If the Issuer defaults in relation to Subordinated Notes in the payment of any amount payable in respect of such Subordinated Notes, and such default continues for a period of 7 (seven) Business Days after receiving written notice from any of the holders of Subordinated Notes, or if an Event of Default as contemplated in Condition 16.1.6 (*Insolvency etc.*) or Condition 16.1.7 (*Winding up etc.*) occurs, any holder of a Subordinated Note may, subject as provided below, at its discretion and without notice, institute such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under such Subordinated Notes, provided that the Issuer shall not be obliged, save in the case of liquidation, winding-up or judicial management, to pay any sum or sums sooner than the same would otherwise have been payable by it.

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

16.3. **Notification of Event of Default**

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

17. CALCULATION AGENT, TRANSFER SECRETARY, PAYING AGENT AND SETTLEMENT AGENT

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

18. NOTICES

- 18.1. All notices to the Noteholders of Notes shall be in writing and shall be sent by standard mail to the respective addresses of those Noteholders appearing in the Register or delivered by hand to the respective addresses of those Noteholders appearing in the Register or sent electronically to the e-mail addresses of Noteholders appearing in the Register. The default will be electronic delivery. Each such notice shall be deemed to have been received by the relevant Noteholder on the 7th (seventh) day following the day on which the notice was posted as received by a post office (if such notice is sent by registered mail) or the date of delivery (if such notice is delivered by hand).
- 18.2. Any notice to the Issuer shall be deemed to have been received by the Issuer, if delivered to the registered office of the Issuer, on the date of delivery, and if sent by registered mail, on the 7th (seventh) Day after the Day on which it is sent, and if sent electronically, on the date the e-mail was sent. The Issuer may change its registered office upon prior written notice to Noteholders specifying such new registered office.

19. AMENDMENT OF THESE TERMS AND CONDITIONS

- 19.1. These Terms and Conditions set out all the rights and obligations relating to the Notes and, subject to the further provisions of this Condition 19 (*Amendment of these terms and conditions*), no addition, variation or consensual cancellation of these Terms and Conditions shall be of any force or effect unless the NSX has been notified and the amendments have been reduced to writing and signed by or on behalf of the Issuer and the Noteholders (if applicable).
- 19.2. The Issuer may effect, without the consent of the Noteholders or the relevant Class of Noteholders, as the case may be, any modification of the Terms and Conditions, and/or the Applicable Pricing Supplement(s) which is of a technical nature (including an increase in the Programme Amount) or is made to correct a manifest error or to comply with mandatory provisions of any Applicable Laws. No prior approval of the NSX or such other Financial Exchange, as the case may be, is required, however, the Issuer must provide the amended Terms and Conditions and/or the Applicable Pricing Supplement to the NSX immediately after the amendment and release of an announcement on NENS providing a summary of the amendments and where the amended Terms and Conditions and/or the Applicable Pricing Supplement will be available for the inspection. Any such modification to an issuer document shall be binding on the Noteholders or the relevant Class of Noteholders, as the case may be, and any such modification shall be communicated to the Noteholders or the relevant Class of Noteholders, as the case may be, in accordance with Condition 18 (*Notices*) as soon as is practicable thereafter.
- 19.3. If any amendments to the Terms and Conditions, and/or the Applicable Pricing Supplement(s), do not fall within the provisions of Condition 19.2 the amendments will be approved in terms of Conditions 19.4 set out below.
- 19.4. Subject to the prior conditional formal approval of the NSX, as the case may be, the Issuer may with the prior sanction of an Extraordinary Resolution of Noteholders or the relevant Class of Noteholders, as the case may be, amend these Terms and Conditions, and/or the Applicable Pricing Supplement(s) provided that no such amendment shall be of any force or effect unless notice of the intention to make such amendment shall have been given to all Noteholders in terms of Condition 18 (*Notices*).
- 19.5. Within 48 (forty eight) hours after the meeting to consider the proposed Extraordinary Resolution has been held the Issuer shall procure that a NENS announcement is released containing details of the voting results.

- 19.6. Any such amendment to this Programme Memorandum shall be binding on the Noteholders or the relevant Class of Noteholders, as the case may be.

20. MEETINGS OF NOTEHOLDERS/CONSENT PROCESS

20.1. Convening of meetings

- 20.1.1. The Issuer may at any time convene a meeting of Noteholders (a meeting or the meeting).
- 20.1.2. The Issuer shall convene a meeting upon the requisition in writing of the holders of:
- (a) at least 10% (ten percent) of the aggregate Nominal Amount outstanding of the Notes; or
 - (b) at least 10% (ten percent) of the aggregate Nominal Amount outstanding of a specific Class of Notes (Requisition Notice).
- 20.1.3. Whenever the Issuer wishes or is required to convene a meeting, it shall forthwith give 15 (fifteen) Business Days notice in writing to the Noteholders as specified in Condition 20.4 (*Consent Notices*).
- 20.1.4. The meeting must be announced in the NSX Daily Report or NENS and the announcement must state the date and time of the meeting and the date that the Issuer has selected to determine which Noteholders recorded in the Register will receive notice of meeting and the last date by which proxy forms must be submitted.
- 20.1.5. All meetings of Noteholders shall be held in Windhoek.
- 20.1.6. Any director or duly authorised representative of the Issuer, and any other Person authorised in writing by the Issuer, may attend and speak at a meeting of Noteholders, but shall not be entitled to vote, other than as a proxy (as defined below) or duly authorised representative of a Noteholder.

20.2. Requisition

- 20.2.1. A Requisition Notice shall include the date and time of the meeting and the date selected by the Issuer to determine which Noteholders shall receive the Requisition Notice and the last day for proxy forms to be submitted and it shall further state the nature of the business for which the meeting is to be held and shall be deposited at the registered office of the Issuer.
- 20.2.2. A Requisition Notice may consist of several documents in like form, each signed by one or more requisitionists.

20.3. Convening of meetings by requisitionists

If the Issuer does not proceed to cause a meeting to be held within a reasonable period of time after the deposit with the company secretary of the Issuer of a Requisition Notice, requisitionists who together hold not less than 10% (ten percent) of the aggregate Nominal Amount outstanding of the Notes or a Class of Notes for the time being, may themselves convene the meeting, provided that such meeting so convened shall be held within 60 (sixty) Days from the date of delivery of the Requisition Notice and shall be convened as nearly as possible in the same manner as that in which meetings may be convened by the Issuer. Notice of the meeting shall be required to be given to the Issuer.

20.4. Consent Notices

- 20.4.1. Unless all Noteholders or all the holders of a relevant Class of Notes are present at the meeting and vote to waive the minimum notice period, a minimum of at least 15 (fifteen) Business Days written notice specifying the place, Day, time and record date of the proposed meeting and the nature of the business to be transacted thereat shall be given by the Issuer to Noteholders. The notice shall also specify the percentage of voting rights that will be required for the proposed resolution to be adopted and the form of the proposed resolution and shall include a statement to the effect that Noteholders may appoint proxies (who need not also be Noteholders) and that the participants at the meeting need to provide satisfactory identification. Such notice is required to be given in accordance with Condition 18 (*Notices*).
- 20.4.2. In the case of a written resolution, the notice to Noteholders or a Class of Noteholders, as

the case may be, must include the proposed resolutions to be passed, the record date, any restrictions on voting as provided for in these Terms and Conditions, the last date on which a Noteholder may submit its written vote as well as the address where the vote must be submitted.

20.5. Quorum

- 20.5.1. At any meeting one or more Noteholders or relevant Class of Noteholders, as the case may be, present in person or by proxy and holding in the aggregate not less than 25% (twenty five percent) of the voting rights that are entitled to be exercised in respect of at least 1 (one) matter to be decided at the meeting shall form a quorum for the transaction of business. If there are more than two Noteholders, then the meeting may not begin until at least three Noteholders are present at the meeting.
- 20.5.2. No business shall be transacted at a meeting of Noteholders or any Class of Noteholders unless a quorum is present at the time when the meeting proceeds to business.
- 20.5.3. If, within 1 (one) hour from the time fixed for the meeting, a quorum is not present, (i) for the meeting to take place, then the meeting shall stand adjourned for 1 (one) week, or (ii) for the matter to be considered, then the meeting shall be postponed to a later time in the meeting unless there is no other business on the agenda for the meeting, in which case the meeting shall stand adjourned for one week.
- 20.5.4. The chairman may extend the one hour limit for a reasonable period on the grounds that (a) exceptional circumstances affecting weather or transportation have generally impeded or are generally impeding the ability of the Noteholders to be present at the meeting or (b) 1 (one) or more particular Noteholders, having been delayed have communicated an intention to attend the meeting, and those Noteholders, together with others in attendance, would satisfy the quorum requirements for the meeting of the matter to be considered. The Issuer is not required to give further notice of a meeting that has been postponed or adjourned unless the location of the meeting has changed. If at the time appointed for a postponed meeting to begin or an adjourned meeting to resume, the requirements for a quorum have not been satisfied, the Noteholders present in person or by proxy will be deemed to constitute a quorum.

20.6. Chairman

The chairman of the meeting shall be appointed by the Issuer, unless otherwise directed by the Noteholders at the meeting of the Noteholders.

20.7. Adjournment

- 20.7.1. A meeting, or the consideration of any matter at the meeting, may be adjourned from time to time without further notice, on a motion supported by Persons entitled to exercise, in aggregate, the majority of the voting rights held by all of the Persons who are present at the meeting at the time and that are entitled to be exercised on at least one matter remaining on the agenda of the meeting or on the matter under consideration. Such adjournment may be to a fixed time and place or until further notice (in such case, the notice must then be provided to the Noteholders timeously). A meeting, or the consideration of any matter at the meeting, may be adjourned from time to time without further notice, on a motion supported by Persons entitled to exercise, in aggregate, the majority of the voting rights held by all of the Persons who are present at the meeting at the time and that are entitled to be exercised on at least 1 (one) matter remaining on the agenda of the meeting or on the matter under consideration. Such adjournment may be to a fixed time and place or until further notice (in such case, the notice must then be provided to the Noteholders timeously).
- 20.7.2. A meeting may not be adjourned beyond the earlier of (i) the date falling 120 (one hundred and twenty) Business Days after the record date or (ii) the date falling 60 (sixty) Business Days after the date on which the adjournment occurred.
- 20.7.3. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20.8. How questions are decided

- 20.8.1. At a meeting, a resolution put to the vote shall be decided by a poll unless, before or on

- the declaration that such meeting will be conducted by poll, a vote by show of hands, is demanded by the chairman or by any one of the Noteholders present in person or by proxy.
- 20.8.2. Unless a vote by show of hands is demanded, a declaration by the chairman that on a poll a resolution has been carried, or carried by a particular majority, or lost, shall be conclusive evidence of that fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- 20.8.3. A polled vote must be held on a particular matter to be voted on in a meeting if a demand for a polled vote is made by (i) at least 5 (five) persons having the right to vote on the matter either in person or as proxy of the Noteholder or (ii) a Person who is, or Persons who together are, entitled to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter.
- 20.8.4. In the case of an equality of votes, whether on a poll or a show of hands, the chairman shall not be entitled to a casting vote in addition to the vote, if any, to which he is entitled.
- 20.9. **Votes**
- 20.9.1. On a show of hands every Noteholder present in person shall have 1 (one) vote. On a poll every Noteholder, present in person or by proxy, shall have 1 (one) vote for each NAD1,000,000 (one million Namibia Dollars) of the Nominal Amount outstanding of the Notes held by him. The joint holders of Notes shall have only 1 (one) vote on a show of hands and 1 (one) vote on a poll for each NAD1,000,000 (one million Namibia Dollars) of the Nominal Amount outstanding of the Notes of which they are the registered holder and the vote may be exercised only by that holder present whose name appears first on the Register in the event that more than 1 (one) of such joint holders is present in person or by proxy at the meeting. The Noteholder in respect of uncertificated Notes shall vote at any such meeting on behalf of the Noteholders of such Notes in accordance with the instructions to the Settlement Agent from the Noteholders conveyed through the Settlement Agents in accordance with the Applicable Procedures.
- 20.9.2. Notwithstanding anything to the contrary contained herein, any Noteholder that is the Issuer or any of its Subsidiaries shall be entitled to vote.
- 20.10. **Proxies and representatives**
- 20.10.1. Noteholders may:
- (a) present in person; or
- through any appointed Person (a proxy), by an instrument in writing (a form of proxy) in the form annexed to the notice convening the meeting, signed by the Noteholder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer or a duly authorised officer of the corporation, vote on a poll.
- 20.10.2. A Person appointed to act as proxy need not be a Noteholder.
- 20.10.3. The form of proxy shall be deposited in accordance with the Applicable Procedures at the office of the Noteholder's nominated Participant or at the office where the Register is kept or at such other office as the Issuer may determine not less than 24 (twenty four) hours before the time appointed for holding the meeting or adjourned meeting at which the Person named in such form of proxy proposes to vote, or the chairman decides otherwise and in default, the proxy shall be invalid.
- 20.10.4. No form of proxy shall be valid after the expiration of 6 (six) months from the date named in it as the date of its execution.
- 20.10.5. A proxy shall have the right to demand or join in demanding a poll.
- 20.10.6. Notwithstanding Condition 20.10.4 the form of proxy shall be valid for any adjourned meeting, unless the contrary is stated thereon.
- 20.10.7. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the proxy or of the authority under which the form of proxy was executed or the transfer of Notes in respect of which the proxy was given, provided that no intimation in writing of such death, incapacity or

revocation shall have been received by the Issuer at the office of the Transfer Secretary more than, and that the transfer has been given effect to less than, 12 (twelve) hours before the commencement of the meeting or adjourned meeting at which the proxy is to be used.

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

20.11. Minutes

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

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

20.12. *Mutatis mutandis* application

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

21. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes having terms and conditions the same as any of the other Notes issued under the Programme or the same in all respects save for the amount and date of the first payment of interest thereon, the Issue Price and the Issue Date, so that the further Notes shall be consolidated to form a single Series with the Outstanding Notes.

22. GOVERNING LAW

Unless otherwise set out in the Applicable Pricing Supplement, the Terms and Conditions and all rights and obligations to the Notes are governed by, and shall be construed in accordance with, the laws of Namibia in force from time to time.

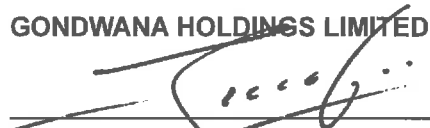
23. JURISDICTION

The Issuer irrevocably and unconditionally agrees, for the benefit of the Noteholders, that the High Court of Namibia (or any successor to that division) will have non-exclusive jurisdiction to settle any disputes which arise out of or in connection with the Notes and accordingly submits to the non-exclusive jurisdiction of the Namibian courts.

SIGNED at Namibia on this 12 day of April 2022

For and on behalf of

GONDWANA HOLDINGS LIMITED


Name: JACO VISSE
Capacity: DIRECTOR

Who warrants his/her authority hereto


Name: GNSBERT JOHANNES JOUBERT
Capacity: DIRECTOR

Who warrants his/her authority hereto

USE OF PROCEEDS

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

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

DESCRIPTION OF GONDWANA HOLDINGS LIMITED

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

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

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

Listed Notes

Notes listed and settled on the NSX

Each Tranche of Notes which is listed on the NSX will be issued, cleared and settled, in accordance with the NSX listing requirements and settlement procedures, by the Issuer (who will act as Settlement Agent) in conjunction with the NSX Sponsor and the Transfer Secretary.

Where a Tranche of Notes is to be listed on the NSX pursuant to the NSX listing requirements and settlement procedures:

- (a) prior to the Issue Date:
 - (i) submit an application for the allotment of an ISIN code;
 - (ii) the Issuer or the Transfer Secretary will cause the Individual Certificate(s) representing the Notes to be executed, issued and delivered to the Settlement Agent; and
 - (iii) the Issuer and the relevant Dealer(s) will provide the Settlement Agent with delivery and receipt instructions for the subscription and payment for the Notes;
- (b) on the Issue Date:
 - (i) the Settlement Agent will deliver the Individual Certificate to the Noteholder against payment of the Issue Price; and
 - (ii) the Transfer Secretary will reflect the Noteholder's name in the Register on receipt of the payment of the Issue Price.

Notes issued in certificated form

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

Subject to the Applicable Laws, title to Notes represented by Individual Certificates will be freely transferable, fully paid up and will pass upon registration of transfer in accordance with Condition 14 (*Transfer of Notes*) of the Terms and Conditions.

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

Payments of all amounts due and payable in respect of Notes represented by Individual Certificates will be made in accordance with Condition 9 (*Payments*) of the Terms and Conditions to the Person reflected as the registered Noteholder of such Notes in the Register.

Notes issued in uncertificated form

A Tranche of Notes which is listed on the NSX will be freely transferable and fully paid up and must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form. Notes issued in uncertificated form will not be represented by any certificate or written instrument.

Unlisted Notes

Each Tranche of unlisted Notes will be issued in registered certificated form and will be represented by one or more Individual Certificates. Unlisted Notes will be settled by the relevant Settlement Agent in conjunction with the Transfer Secretary, if applicable.

- (a) Where a Tranche of unlisted Notes is to be issued:
 - (i) prior to the Issue Date:
 - (ii) the Issuer or the Transfer Secretary will cause the Individual Certificate(s) representing the Notes to be executed, issued and delivered to the relevant Settlement Agent;

- (iii) the Issuer and the relevant(s) Dealer will provide the relevant Settlement Agent with delivery and receipt instructions for the subscription and payment of the Notes;
- (b) on the Issue Date:
 - (i) the relevant Settlement Agent will deliver the Individual Certificate to the Noteholder against payment of the Issue Price;
 - (ii) the Transfer Secretary will reflect the Noteholder's name in the Register on receipt of the payment of the Issue Price.

Payments of all amounts payable in respect of the Notes will be made to the person named as the registered Noteholder of such Notes in the Register at 17h00 (Windhoek time, as the case may be) on the Last Day to Register. Title to Notes represented by Individual Certificates will pass upon registration of transfer in accordance with Condition 14 (*Transfer of Notes*).

In addition, if the Issuer issues a Tranche of unlisted Notes, the Issuer will, by the Issue Date, apply to the NSX in writing for an ISIN Code and advise the NSX of the Nominal Amount and the Maturity Date of that Tranche.

Unlisted Notes will be settled by the treasury division of the Issuer (who will act as a Settlement Agent of all transactions for such Notes) in conjunction with the NSX Broker(s), if applicable.

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

Each Tranche of Notes which is listed on any Financial Exchange(s) other than (or in addition to) the NSX will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange and the Issuer will inform the NSX in writing of the Nominal Amount and the Maturity Date, as applicable. The settlement and redemption procedures for a Tranche of Notes which is listed on any Financial Exchange(s) (other than or in addition to the NSX, as the case may be) will be specified in the Applicable Pricing Supplement.

SUBSCRIPTION AND SALE

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

The Dealers have in terms of the programme agreement dated on or about 12 April 2022, as may be amended, supplemented or restated from time to time (the **Programme Agreement**), agreed with the Issuer a basis upon which they may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

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

The Dealers have in terms of the programme agreement dated 12 April 2022 entered into amongst the Issuer, the Arranger, Dealers as may be amended, supplemented or restated from time to time (the **Programme Agreement**), agreed with the Issuer on a basis upon which it may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

Selling restrictions

Namibia

Each Dealer has (or will have) represented, warranted and agreed that it (i) will not offer Notes for subscription, (ii) will not solicit any offers for subscription for or sale of the Notes, and (iii) will itself not sell or offer the Notes in Namibia in contravention of the Companies Act, the Banking Institutions Act, the Exchange Control Regulations and any other Applicable Laws of Namibia in force from time to time. This Programme Memorandum does not, nor is it intended to, constitute a "*prospectus*" (as contemplated in the Companies Act) and each relevant Dealer will represent and agree that, in relation to the placing of the relevant Tranche(s) of Notes, it will not make an "*offer to the public*" (as such expression is defined in the Companies Act) of any such Notes (whether for subscription, purchase or sale).

In terms of the Namibian Stock Exchanges Control Act, 1985 (until such time as it is repealed and replaced by the Financial Institutions and Markets Act, 2021), no Person may carry on the business of buying and selling securities in Namibia unless such Person is either a registered banking institution (within the meaning of the Banking Institutions Act) or a registered stock broker. The term "*securities*" includes debentures and treasury bills issued by the Republic of Namibia. Accordingly, any Person engaging in the business of buying or selling the Notes in Namibia may be required to register as a stock broker in terms of the Stock Exchanges Control Act.

South Africa

Each Dealer has (or will have) represented, warranted and agreed that it (i) will not offer Notes for subscription, (ii) will not solicit any offers for subscription for or sale of the Notes, and (iii) will itself not sell or offer the Notes in South Africa in contravention of the South African Companies Act, 2008 (the **South African Companies Act**), South African Banks Act, 1990, the Exchange Control Regulations, 1961, promulgated pursuant to the South African Currency and Exchanges Act, 1933, and/or any other Applicable Laws and regulations of South Africa in force from time to time.

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

Offers not deemed to be offers to the public

Offers for subscription for, or sale of, Notes are not deemed to be offers to the public if:

- (a) made only to certain investors contemplated in section 96(1)(a) of the South African Companies Act; or
- (b) the total contemplated acquisition cost of Notes, for any single addressee acting as principal, is equal to or greater than ZAR1,000,000 (one million Rand), or such higher amount as may be

promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

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

United States

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

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

- (a) the Notes in that Tranche have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in certain transactions exempt from the registration requirements of the Securities Act;
- (b) it has not offered, sold or delivered any Notes in that Tranche and will not offer, sell or deliver any Notes in that Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 (forty) Days after completion of the distribution, as determined and certified by the Dealers or, in the case of an issue of such Notes on a syndicated basis, the relevant Lead Manager, of all Notes of the Series of which that Tranche of Notes is a part, within the United States or to, or for the account or benefit of, U.S. Persons;
- (c) it will send to each Dealer to which it sells any Notes in that Tranche during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. Persons; and
- (d) it, its Affiliates and any Persons acting on its or any of its Affiliates behalf have not engaged and will not engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) with respect to the Notes in that Tranche and it, its Affiliates and any Persons acting on its or any of its Affiliates' behalf have complied and will comply with the offering restrictions requirements of Regulation S.

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

European Economic Area

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

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

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

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

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

United Kingdom

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

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

General

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

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

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

TAXATION

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

The comments below are intended as a general guide to the relevant tax laws of Namibia as at the Programme Date. Namibian tax laws are subject to frequent change and accordingly the comments set out below may be subject to change, possibly with retrospective effect. The contents of this section headed "Taxation" do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional tax advisers in this regard. The Issuer makes no representation and gives no warranty or undertaking, express or implied, and accepts no responsibility for the accuracy or completeness of the information contained in this section.

Income Tax

Interest received by or accrued to any Namibian domestic company or any person who is ordinarily resident in Namibia shall be deemed to have been derived from a source within Namibia, unless the provisions of section 16(1)(r) of the Income Tax Act apply or relief is provided under a double taxation treaty.

Under section 16(1)(r) of the Income Tax Act, interest received by or accrued to any Namibian domestic company or any person who is ordinarily resident in Namibia in respect of any loan, deposit, advance, participation bond, debenture or interest bearing security which accrues from a source outside of Namibia shall be exempt from income tax, subject to the conditions prescribed in section 16(1)(r) of the Income Tax Act being proved to the satisfaction of the relevant authority.

Withholding Tax

In terms of section 34A of the Income Tax Act, as at the Programme Date, there is levied a withholding tax equal to 10% (ten percent) of any amount of interest (excluding interest on negotiable instruments) accruing to or in favour of any person, other than a Namibian company, from a banking institution registered under the Banking Institutions Act or the Unit Trust Control Act, 1981 (until such time as it is repealed and replaced by the Financial Institutions and Markets Act, 2021). Section 35B of the Income Tax Act furthermore provides for a withholding tax of 10% on interest paid by the Issuer to or for the benefit of any non-resident of Namibia, except where such interest is paid by the Issuer to a foreign bank.

Stamp Duty

Stamp duties of NAD2.00 per every NAD1,000 of the Nominal Amount of the Notes are payable by the Issuer to the Namibian Receiver of Revenue on the original issue of such Notes. On the transfer of the Notes, stamp duties of NAD2.00 per every NAD1,000 is payable by the transferee, but is exempted if the instrument of transfer is executed outside of Namibia and the registration of transfer is effected in a branch register kept by the Issuer outside of Namibia and provided that the Permanent Secretary of the Namibian Ministry of Finance (the **Permanent Secretary**) is satisfied that –

- (a) such branch register is kept in a country in which there is a recognised stock exchange;
- (b) the marketable securities which have been issued by the Issuer are of the same kind as the marketable security in respect of which the registration of transfer is effected and are regularly bought and sold on that stock exchange; and
- (c) such branch register is kept solely or mainly for the convenience of investors who are not ordinarily resident in Namibia,

and the Permanent Secretary has notified the Issuer that he or she is so satisfied.

Value Added Tax

No value-added tax (VAT) is payable on the issue or transfer of Notes. In terms of paragraph 1 of Schedule IV to the Value Added Tax Act, 2000, as amended, financial services are defined to include the issue, allotment and transfer of ownership of a debt security. In terms of paragraph 2(a) of Schedule IV to the Act financial services are categorised as an exempt supply. Commissions, fees or similar charges raised for the facilitation of these services will however be subject to VAT at the standard rate (currently 15%).

EXCHANGE CONTROL

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

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

Namibia

Non -Namibian resident Noteholders and emigrants from the Common Monetary Area

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

Namibia Dollars

Blocked Namibia Dollars may be used for the subscription for or purchase of Notes respectively. Any amounts payable by the Issuer in respect of Notes subscribed for or purchased with Blocked Namibia Dollars may not, in terms of Exchange Control Regulations, be remitted out of Namibia or paid to any non-Namibian bank account unless specific approval is sought and obtained from the Bank of Namibia via the authorised foreign exchange dealer concerned.

Emigrants from the Common Monetary Area

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

Any payments of principal due to a Noteholder who is an emigrant from the Common Monetary Area will be deposited into such emigrant Noteholder's Emigrant Capital account, as maintained by an authorised foreign exchange dealer. Interest payments are freely transferable and may be credited to the emigrant's non-resident Namibian Dollar account. Capital amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the Exchange Control Regulations.

Non-residents of the Common Monetary Area

Any Individual Certificates issued to Noteholders who are not resident in the Common Monetary Area will be endorsed "*non-resident*".

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

The Issuer is domiciled and incorporated in Namibia and as such is not required to obtain exchange control approval for the issuance of Notes within Namibia.

For purposes of this section, **Common Monetary Area** means South Africa, Lesotho, Namibia, and Eswatini (formerly Swaziland).

GENERAL INFORMATION

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

Authorisation

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

Listing

Notes to be issued under the Programme will be listed on the NSX on the date of NSX approval or any other Financial Exchange(s). Unlisted Notes may also be issued under the Programme Memorandum.

Documents Available

So long as Notes are capable of being issued under the Programme, copies of the documents incorporated under the section headed "*Documents Incorporated by Reference*" will, when published, be available from the registered office of the Issuer and the Transfer Secretary as set out at the end of this Programme Memorandum. This Programme Memorandum, any supplement and/or amendment hereto, the Information Statement and the Applicable Pricing Supplement relating to any issue of listed Notes and the published consolidated audited annual financial statements of the Issuer will also be available on the Issuer's website, <https://gondwana-collection.com/>. In addition, this Programme Memorandum, together with any supplement and/or amendment thereto, the Information Statement and any Applicable Pricing Supplements relating to the any issue of listed Notes will be filed with the NSX, which will publish such documents on its website at nsx.com.na.

Material Change

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

Litigation

Save as disclosed herein, neither the Issuer, nor any of its Subsidiaries is or are involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a material effect on the financial position or the operations of the Issuer in the previous 12 months, nor is it aware of any such proceedings being threatened or pending.

Auditors

Ernst & Young Incorporated has acted as the auditor of the financial statements of the Issuer for the financial years ended 31 October 2019, 2020 and 2021 and, in respect of those years, has issued unqualified audit reports.

CORPORATE INFORMATION

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