



RCS INVESTMENT HOLDINGS LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/017884/06)

unconditionally and irrevocably guaranteed by

RCS CARDS PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/017891/07)

and

conditionally and irrevocably guaranteed by

BNP PARIBAS

(Incorporated in the Republic of France under number 662 042 449)

ZAR10,000,000,000

Domestic Medium Term Note Programme

Under this ZAR10,000,000,000 Domestic Medium Term Note Programme (the "**Programme**"), RCS Investment Holdings Limited (the "**Issuer**") may from time to time issue notes (the "**Notes**") denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined below) and further subject to all applicable laws and, in the case of Notes listed on the Interest Rate Market of the JSE (as defined herein) or such other Financial Exchange(s) (as defined herein) as may be determined by the Issuer and the relevant authority, the listings requirements of the JSE or such other Financial Exchange(s) (as defined herein), that are subject to the terms and conditions (the "**Terms and Conditions**") contained in this Programme Memorandum. Any other terms and conditions not contained in the Terms and Conditions that are applicable to any Notes, replacing or modifying the Terms and Conditions, will be set forth in a pricing supplement (the "**Applicable Pricing Supplement**").

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

As at the Programme Date, the Programme Amount is ZAR10,000,000,000. This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed ZAR10,000,000,000 unless such amount is increased by the Issuer as set out in the section of this Programme Memorandum headed "*General Description of the Programme*".

RCS Cards Proprietary Limited ("**RCS Cards**") irrevocably and unconditionally (and jointly and severally with any Additional Guarantor) guarantees to the holders of the Notes (the "**Noteholders**") the due and punctual fulfilment of all the payment obligations by the Issuer of all amounts owing by the Issuer in respect of the Notes arising under the Programme. BNP Paribas irrevocably and conditionally guarantees to the Noteholders the due and punctual fulfilment of all the payment obligations by the Issuer in respect of the Notes arising under the Programme.

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

This Programme Memorandum has been approved by the JSE on 5 September 2016. A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer, subject to all applicable laws. Unlisted Notes may also be issued under the Programme. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE in accordance with the rules of the BESA Guarantee Fund Trust. The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the BESA Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE. A copy of the Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the Interest Rate Market of the JSE will be delivered to the JSE and the CSD, on or before the Issue Date, and the Notes in that Tranche may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement, in accordance with the Applicable Procedures. The settlement of trades on the JSE will take place in accordance with the electronic settlement procedures of the JSE and the CSD. The placement of a Tranche of unlisted Notes may (at the sole discretion of the Issuer) be reported through the JSE reporting system, in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all trades done through the JSE. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the JSE) 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.

Particular attention is drawn to the section entitled Investor Considerations/Risk Factors on pages 86 to 93 below.

Arranger and Dealer

Rand Merchant Bank,
a division of FirstRand Bank Limited

JSE Debt Sponsor

Rand Merchant Bank,
a division of FirstRand Bank Limited

GENERAL

Capitalised terms used in this section headed "General" 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 Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum and all documents incorporated by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this Programme Memorandum is in accordance with the facts and does not omit any fact which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Programme Memorandum contains all information required by law and the debt listings requirements of the JSE.

The JSE takes no responsibility for the contents of this Programme Memorandum, any Applicable Pricing Supplements, or the annual reports of the Issuer (as amended or restated from time to time), makes no representation as to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Programme Memorandum, any Applicable Pricing Supplements, or the annual reports of the Issuer (as amended or restated from time to time).

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

The Arranger, the Dealer(s), the JSE Debt Sponsor or any of their respective subsidiaries or holding companies or a subsidiary of their holding companies ("**Affiliates**"), other professional advisers named herein and the JSE have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger, the Dealer(s), the JSE Debt Sponsor nor any of their Affiliates or other professional advisers as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer or the Guarantors. The Arranger, the Dealer(s), the JSE Debt 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 and/or the Guarantors 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 Guarantors, the Arranger, the Dealer(s), the JSE Debt 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 Dealer(s), the JSE Debt 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/or the Guarantors and its subscription for, or purchase of, Notes should be based upon any such investigation as it deems necessary. Neither this Programme Memorandum nor any Applicable Pricing Supplement nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer, the Guarantors, the Arranger, or any of the Dealers 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 Dealer(s), the JSE Debt Sponsor and other professional advisers expressly do not undertake to review the financial condition or affairs of the Issuer and/or the Guarantors during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements, if any, of the Issuer and/or the Guarantors 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 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 Guarantors, the Arranger, the Dealer(s), the JSE Debt 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 Guarantors, the Arranger, the Dealer(s), the JSE Debt Sponsor nor other professional advisers represents that this Programme Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor or other professional advisers which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations. The Dealer(s) has represented that all offers and sales by it will be made on the same terms.

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

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 that Applicable Pricing Supplement and only if such stabilising is permitted by the debt listings requirements of the JSE and approved by the JSE, 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.

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

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DOCUMENTS INCORPORATED BY REFERENCE

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

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

- (a) all amendments and/or supplements to this Programme Memorandum prepared by the Issuer from time to time;
- (b) the RCS Cards Guarantee executed by RCS Cards in favour of the Noteholders;
- (c) the BNP Paribas Guarantee executed by BNP Paribas in favour of the Noteholders;
- (d) each Accession Letter executed by any Additional Guarantor;
- (e) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (f) as at the Programme Date, the published consolidated audited annual financial statements, together with the reports and notes thereto, of the Issuer for the three financial years ended 31 March 2013, 2014 and 2015 as well as the financial year ended 31 December 2015 and the published consolidated audited annual financial statements, together with the reports and notes thereto, of the Issuer in respect of further financial years, as and when such published consolidated audited financial statements become available;
- (g) as at the Programme Date, the published audited annual financial statements, together with the reports and notes thereto, of RCS Cards for the three financial years ended 31 March 2013, 2014 and 2015 as well as the financial year ended 31 December 2015 and the published audited annual financial statements, together with the reports and notes thereto, of RCS Cards in respect of further financial years, as and when such published audited financial statements become available;
- (h) BNP Paribas’s document *de référence et rapport financier annuel* in English for 2013 including the consolidated financial statements for the year ended 31 December 2013 and the statutory auditor’s report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas’ Economic, Social, Civic and Environmental Responsibility), the sections entitled “Person Responsible for the Registration Document”, the “Table of Concordance” and any reference to a completion letter (*lettre de fin de travaux*) therein (the “**2013 Registration Document (in English)**”), BNP Paribas’s document *de référence et rapport financier annuel* in English for 2014 including the consolidated financial statements for the year ended 31 December 2014 and the statutory auditor’s report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas’ Economic, Social, Civic and Environmental Responsibility), the sections entitled “Person Responsible for the Registration Document”, the “Table of Concordance” and any reference to a completion letter (*lettre de fin de travaux*) therein (the “**2014 Registration Document (in English)**”) and BNPP’s *Document de référence et rapport financier annuel* in English for 2015 including the consolidated financial statements for the year ended 31 December 2015 and the statutory auditors’ report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas’ Economic, Social, Civic and Environmental Responsibility), the sections entitled “*Person responsible for the registration document*”, the “*Table of concordance*” and any reference to the “*Lettre de fin de travaux*” therein (the “**BNPP 2015 Registration Document (in English)**”); the *Actualisation du Document de référence déposée auprès de l’AMF le 3 mai 2016* (in English) (the “**First Update to the BNPP 2015 Registration Document (in English)**”); and the *Actualisation du Document de référence 2015 et rapport financier semestriel déposée auprès de l’AMF le 1 aout 2016* (in English) (the “**Second Update to the BNPP 2015 Registration Document (in English)**”);
- (i) any updates to the 2015 Registration Document and BNP Paribas’s document *de référence et rapport financier annuel* in English (the “**Registration Document**”) for any financial year after the Programme Date, as updated from time to time which incorporates a free English translation of the audited consolidated annual financial statements of BNP Paribas, together

with the free English translation of the respective statutory auditors' reports thereon, as and when such document becomes available;

- (j) the published audited annual financial statements of any Additional Guarantor for the last three financial years prior to such Additional Guarantor's date of accession to the Programme, together with the reports and notes attached or intended to be read with such published audited financial statements, and the published audited annual financial statements, together with the reports and notes thereto, of any Additional Guarantor in respect of further financial years, as and when such published audited financial statements become available;
- (k) all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which will be electronically submitted through the Stock Exchange News Service ("**SENS**") or similar service established by the JSE, to SENS subscribers, if required,

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

The Issuer will, for as long as any Note remains Outstanding, provide at its registered office as set out at the end of this Programme Memorandum, without charge, a copy of all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided, including the most recently obtained beneficial disclosure report made available by the Participant to the CSD. Requests for such documents should be directed to the Issuer at its registered office 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 and the audited annual consolidated financial statements of the Issuer are also available for inspection on the Issuer's website, www.rcs.co.za. The audited financial statements of each Guarantor are available on request at the registered office of each Guarantor as set out at the end of this Programme Memorandum. BNP Paribas's audited consolidated financial statements are also available on its website at <http://invest.bnpparibas.com>. In addition, this Programme Memorandum, any amendments and/or supplements thereto and the Applicable Pricing Supplements relating to any issue of listed Notes will be filed with the JSE which will publish such documents on its website at www.jse.co.za. This Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Guarantors, the Arranger and the Dealer(s) or their Affiliates, the JSE Debt Sponsor or any other professional advisors to any Person in any jurisdiction to subscribe for or purchase any Notes.

The Issuer will, for so long as any Note remains outstanding and listed on the Interest Rate Market of the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, if:

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

provided that, in the circumstances set out in paragraphs (iii) and (iv) above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's and the Guarantors' audited annual financial statements if such audited annual

financial statements are incorporated by reference into this Programme Memorandum and such audited 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 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 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 from time to time does not exceed the Programme Amount.

A Tranche of Notes may be listed on the Interest Rate Market of the JSE 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. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange. If the Issuer issues a Tranche of unlisted Notes or a Tranche of Notes is listed on any Financial Exchange other than (or in addition to) the JSE, the Issuer will, by no later than the last Day of the month of issue of that Tranche of Notes, inform the JSE 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 that, when added to the aggregate Nominal Amount then Outstanding of all the Notes previously or simultaneously issued under the Programme, does not exceed ZAR10,000,000,000 or its equivalent in other currencies. For the purpose of calculating the South African Rand equivalent of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the South African Rand equivalent of the Notes denominated in another Specified Currency (as specified in the Applicable Pricing Supplement) shall be determined as of the date of agreement to issue such Notes (the “**Agreement Date**”) on the basis of the spot rate for the sale of the South African Rand against the purchase of such Specified Currency in the South African 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 the 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 (as defined in the section headed “*Subscription and Sale*”), the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering a notice thereof to the Noteholders in accordance with Condition 18 (*Notices*) of the Terms and Conditions, and to the Arranger, the Dealer(s), the JSE and the CSD. 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.

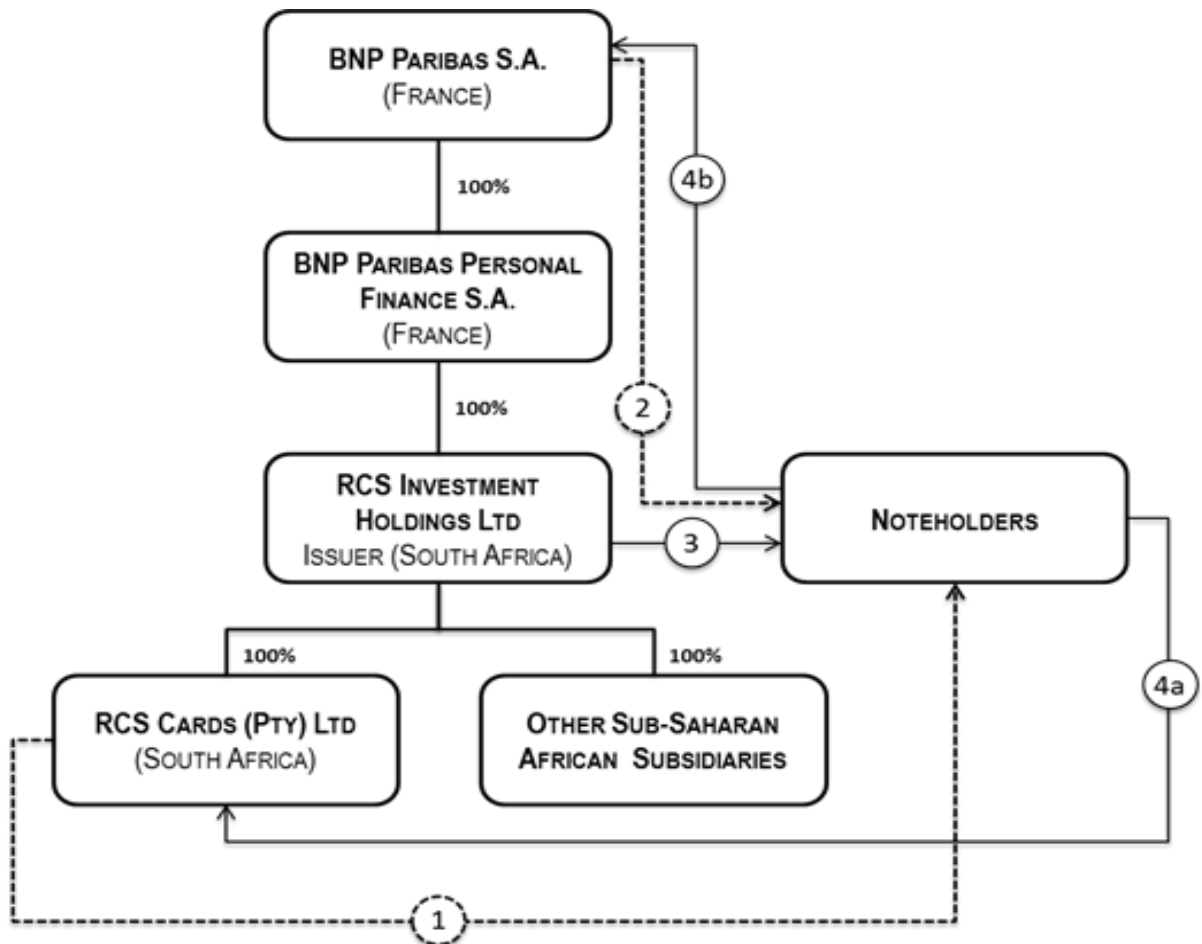
This Programme Memorandum will only apply to Notes issued under the Programme on or after the Programme Date.

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.

PROGRAMME STRUCTURE



1. RCS Cards provides an unconditional and irrevocable guarantee to the Noteholders for the due and punctual fulfilment of all payment obligations by the Issuer of all amounts owing by the Issuer in respect of the Notes issued.
2. BNP Paribas provides a conditional and irrevocable guarantee for the due and punctual fulfilment of all payment obligations by the Issuer of all amounts owing by the Issuer in respect of the Notes issued.
3. The Issuer will issue notes from time to time under the Programme.
4. Where an Event Of Default occurs, Noteholders are entitled to claim against the Guarantors in the following order:
 - 4a. RCS Cards; and then
 - 4b. BNP Paribas (where RCS Cards has failed to perform all of its obligations expressed in the RCS Cards Guarantee).

PARTIES

Issuer	RCS Investment Holdings Limited (registration number 2000/017884/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa.
Guarantors	<p>(a) RCS Cards Proprietary Limited (registration number 2000/017891/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa;</p> <p>(b) BNP Paribas, a French law <i>société anonyme</i> registered with the <i>Registre du Commerce et des Sociétés</i> under number 662 042 449 in Paris and licensed as a bank in accordance with the company and banking laws of France; and</p> <p>(c) any member of the RCS Group that becomes an Additional Guarantor from time to time in accordance with Condition 7.3 (<i>Additional Guarantors</i>) and the terms of the RCS Cards Guarantee.</p>
Arranger	Rand Merchant Bank, a division of FirstRand Bank Limited, (registration number 1929/001225/06) (" Rand Merchant Bank "), a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa.
Dealer(s)	<p>(a) Rand Merchant Bank; and/or</p> <p>(b) any other additional Dealer(s) appointed under the Programme by the Issuer from time to time, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of such Dealer(s).</p>
Transfer Agent	Rand Merchant Bank, or such other entity appointed by the Issuer as Transfer Agent, in which event that other entity will act as Transfer Agent, as specified in the Applicable Pricing Supplement.
Paying Agent	Rand Merchant Bank, 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.
Calculation Agent	Rand Merchant Bank, 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.
JSE Debt Sponsor	Rand Merchant Bank, or such other entity appointed by the Issuer from time to time, provided that the Issuer shall maintain the appointment of at least one debt sponsor for so long as any of the Notes are listed on the JSE
CSD	Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited

liability duly incorporated in accordance with the company laws of South Africa and registered as a central securities depository in terms of the Financial Markets Act or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the relevant Dealer(s).

JSE

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

GENERAL

Blocked Rands

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

Clearing and Settlement

Each Tranche of Notes which is held in the CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement system of the CSD. The CSD acts as the approved electronic clearing house, and carries on the role of matching, clearing and facilitation of settlement of all transactions carried out on the JSE. Each Tranche of Notes which is held in the CSD will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD (see the section of this Programme Memorandum headed "*Settlement, Clearing and Transfers of Notes*").

Cross-Default

The terms of the Notes will contain a cross-default provision relating to the Issuer's and RCS Cards's Indebtedness, having an aggregate outstanding amount equal to or exceeding ZAR70,000,000 (or its equivalent in any other currency or currencies) as further described in Condition 16 (*Events of Default*), unless otherwise set out in the Applicable Pricing Supplement.

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

RCS Investment Holdings Limited ZAR10,000,000,000 Domestic Medium Term Note Programme.

Distribution

Notes may be distributed by way of private placement, auction or bookbuild or any other means permitted under South African law, 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 Interest Rate Market of the JSE and each Tranche of unlisted Notes will be issued in uncertificated form, and will be held in the CSD. The holder of a Beneficial Interest may exchange such Beneficial Interest for Notes in certificated form represented by an Individual Certificate (see the section of

this Programme Memorandum headed “*Form of the Notes*”).

Governing Law

The Notes will be governed by and construed in accordance with the laws of South Africa in force from time to time.

Guarantees

- (a) RCS Cards unconditionally and irrevocably (and jointly and severally with any Additional Guarantor) guarantees to the Noteholders the due and punctual fulfilment of all payment obligations, in South African Rand, by the Issuer of all amounts owing by the Issuer in respect of the Notes issued under the Programme pursuant to this Programme Memorandum on or after the Programme Date (the “**RCS Cards Guarantee**”); and
- (b) BNP Paribas conditionally and irrevocably guarantees to the Noteholders all payment obligations which the Issuer may incur to the Noteholders in respect of the Notes arising under the Programme on or after the Programme Date (the “**BNP Paribas Guarantee**”).

The obligations of RCS Cards under the RCS Cards Guarantee constitute its unconditional, (and subject to Condition 6 (*Negative Pledge*)) unsecured and unsubordinated obligations and will rank (subject to any obligations preferred by law) *pari passu* with all other present and future unsecured and unsubordinated obligations of RCS Cards.

The obligations of BNP Paribas under the BNP Paribas Guarantee constitute its conditional and unsecured obligations and will rank (save for statutorily preferred exceptions) *pari passu* with all other existing or future unsecured and unsubordinated obligations of BNP Paribas.

(See the sections headed “*Terms and Conditions of the RCS Cards Guarantee*” and “*Terms and Conditions of the BNP Paribas Guarantee*” and Condition 7 (*Guarantees*)).

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 may vary between the Issue Date and the Maturity Date.

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

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

Issue and Transfer Taxes

As at the Programme Date, no securities transfer tax or any similar tax is payable in respect of the issue, transfer or redemption of the Notes (see the section of this Programme Memorandum headed “*South African Taxation*”). 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.

Issue Price

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

Supplement.

Listing

This Programme has been approved by the JSE. Notes issued under the Programme may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE. 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 6 (*Negative Pledge*) of the Terms and Conditions.

Noteholders

The holders of Notes which are recorded as the registered Noteholders of those Notes in the Register. The relevant Participant will be named in the Register as the registered Noteholder of each Tranche of Notes which is held in the CSD. Each holder of Notes which is represented by an Individual Certificate will be named in the Register as the registered Noteholder of such Notes.

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 their Nominal Amount or at a discount to it 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 or Dual Currency 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 approved by the JSE, or its successor, or such other or further exchange or exchanges as may be selected by the Issuer in relation to an issue of listed Notes, or as agreed

between the Issuer and the relevant Dealer(s) in respect of unlisted Notes, will be set out in the Applicable Pricing Supplement.

Rating

The Programme, a Guarantor 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 Programme, a Guarantor 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 Programme, a Guarantor 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 Programme, a Guarantor and/or a Tranche of Notes, as the case may be, after the Programme Date, will be announced on SENS.

Redemption

A Tranche of Notes will, subject to the Applicable Pricing Supplement, 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 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), unless otherwise set out in the Applicable Pricing Supplement.

If "*Redemption at the Option of 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.

If "*Redemption in the event of a failure to maintain JSE listing and/or credit rating*" is specified as being applicable in the Applicable Pricing Supplement or pursuant to

Condition 10.5 (*Redemption in the event of a failure to maintain JSE listing and credit rating*), then each Noteholder may within the period ending 15 (fifteen) Business Days of receipt of the Issuer Redemption Notice, require the Issuer to redeem its Notes within 15 (fifteen) Business Days of the expiry of the Election Period by delivery to the Issuer the Noteholder Redemption Notice in accordance with Condition 18 (*Notices*), unless otherwise set out in 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 and South Africa (see the section of this Programme Memorandum headed "*Subscription and Sale*"). Any other or additional restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.

Size of the Programme

As at the Programme Date, the Programme Amount is ZAR10,000,000,000. 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 in the manner set out 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

South African Rand or, subject to all Applicable Laws and, in the case of Notes listed on the Interest Rate Market of the JSE and the debt listings requirements of the JSE, such other currency as is specified in the Applicable Pricing Supplement.

Status of Senior Notes

The Senior Notes constitute direct, unconditional, unsubordinated and (subject to Condition 6 (*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 or future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

Stabilisation

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer(s), if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any Person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the debt listings requirements of the JSE and approved by the JSE, 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 "*South African 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 Supplements 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 law, 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, as the case may be, in the absence of such withholding or deduction.

FORM OF THE 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 this is clearly inappropriate from the context.

Notes issued in certificated form

All certificated Notes will be represented by a single Individual Certificate in registered form. Notes represented by Individual Certificates will be registered in the 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 and will pass upon registration of transfer in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*) 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 at 17h00 (South African 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 holder in respect of each amount so paid.

Notes issued in uncertificated form

A Tranche of Notes which is listed on the Interest Rate Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Tranche of Notes issued in uncertificated form will be held by the CSD, in accordance with the Applicable Procedures.

Beneficial Interests in Notes held in the CSD

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD. While a Tranche of Notes is held in the CSD, the relevant Participant(s) will be named in the Register as the registered Noteholder(s) of the Notes in that Tranche.

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

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

The Participants are in turn required to maintain securities accounts for their clients. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests in the Notes or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants. Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, société anonyme, (Clearstream Luxembourg) (**Clearstream**) may hold Notes through their Participant.

In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Outstanding Nominal Amount of Notes, a

certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the Outstanding Nominal Amount of such Notes standing to the account of any Person shall be *prima facie* proof of such Beneficial Interest. The relevant Participant will be treated by the Issuer, the Paying Agent, the Transfer Agent and the CSD as the holder of that outstanding Nominal Amount of such Notes for all purposes.

Subject to Applicable Laws, title to Beneficial Interests held by Participants directly through the CSD will be freely transferable and pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such Participants. Subject to Applicable Laws, title to Beneficial Interests held by clients of Participants indirectly through such Participants will be freely transferable and pass on transfer thereof by electronic book entry in the security accounts maintained by such Participants for such clients. Beneficial Interests may be transferred only in accordance with the Applicable Procedures. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

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

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:



RCS INVESTMENT HOLDINGS LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/017884/06)

unconditionally and irrevocably guaranteed by

RCS CARDS PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/017891/07)

and

conditionally and irrevocably guaranteed by

BNP PARIBAS

(Incorporated in the Republic of France under number 662 042 449)

and

[Additional Guarantor]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Under its ZAR10,000,000,000 Domestic Medium Term Note Programme

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 5 September 2016, prepared by RCS Investment Holdings Limited in connection with the RCS Investment Holdings Limited ZAR10,000,000,000 Domestic Medium Term Note Programme, as amended and/or supplemented from time to time (the **Programme Memorandum**).

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

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

PARTIES

- | | | |
|----|-------------------|--|
| 1. | Issuer | RCS Investment Holdings Limited |
| 2. | Guarantors | RCS Cards Proprietary Limited
BNP Paribas
[Additional Guarantor] |
| 3. | Dealer(s) | [] |
| 4. | Manager | [] |
| 5. | Debt Sponsor | [] |
| 6. | Paying Agent | [] |
| | Specified Office | [] |
| 7. | Calculation Agent | [] |

- Specified Office []
8. Transfer Agent []
- Specified Office []

PROVISIONS RELATING TO THE NOTES

9. Status of Notes [Senior]
[Secured/Unsecured]
10. Form of Notes [Listed/Unlisted] Notes, issued in [uncertificated form and held by the CSD] / [certificated form represented by an Individual Certificate(s)]
11. Series Number []
12. Tranche Number []
13. Aggregate Nominal Amount:
(a) Series []
(b) Tranche []
14. Interest [Interest-bearing/Non-interest-bearing]
15. Interest Payment Basis [[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid /Instalment] Notes/other]
16. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another [Insert details including date for conversion]
17. Issue Date []
18. Nominal Amount per Note []
19. Specified Denomination []
20. Specified Currency []
21. Issue Price []
22. Interest Commencement Date []
23. Maturity Date []
24. Applicable Business Day Convention [Floating Rate Business Day / Following Business Day / Modified Following Business Day / Preceding Business Day / other convention – insert details]
25. Final Redemption Amount []
26. Last Day to Register []
27. Books Closed Period(s) The Register will be closed from [...] to [...] and from [...] to [...] (all dates inclusive) in each year until the Maturity Date
28. Default Rate []

FIXED RATE NOTES

29. (a) Fixed Rate of Interest [] percent. per annum [payable [annually/semi-annually/quarterly] in arrear]
- (b) Fixed Interest Payment [] in each year up to and including the

	Date(s)	Maturity Date/other
(c)	Fixed Coupon Amount(s)	[] per [] in Nominal Amount
(d)	Initial Broken Amount	[]
(e)	Final Broken Amount	[]
(f)	Day Count Fraction	[]
(g)	Any other terms relating to the particular method of calculating interest	[]

FLOATING RATE NOTES

30.	(a)	Floating Interest Payment Date(s)	[]
	(b)	Interest Period(s)	[]
	(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)	Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	[]
31.		Rate of Interest and the manner in which the Rate of Interest is to be determined	[ISDA Determination]/[Screen Rate Determination (Reference Rate plus Margin)]/[other – insert details]
32.		Margin	[...] basis points to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
33.		If ISDA Determination	
	(a)	Floating Rate	[]
	(b)	Floating Rate Option	[]
	(c)	Designated Maturity	[]
	(d)	Reset Date(s)	[]
	(e)	ISDA Definitions to apply	[]
34.		If Screen 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)	[]
	(c)	Relevant Screen Page and Reference Code	[]
35.		If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	[]

36. Calculation Agent responsible for calculating amount of principal and interest []

ZERO COUPON NOTES

37. (a) Implied Yield []
(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

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

INSTALMENT NOTES

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

MIXED RATE NOTES

41. Period(s) during which the interest rate for the Mixed Rate Notes will be (as applicable) that for:
(a) Fixed Rate Notes []
(b) Floating Rate Notes []
(c) Index-Linked Notes []
(d) Dual Currency Notes []
(e) Other Notes []
42. The interest rate and other pertinent details are set out under the headings relating to the applicable forms of Notes []

INDEX-LINKED NOTES

43. (a) Type of Index-Linked Notes [Indexed Interest Notes / Indexed Redemption Amount Notes]
(b) Index/Formula by reference to which Interest Rate / Interest Amount is to be []

determined

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

DUAL CURRENCY NOTES

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

EXCHANGEABLE NOTES

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

OTHER NOTES

- 46. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-linked Notes, Dual []

Currency Notes or Exchangeable Notes or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms and Conditions relating to such Notes.

PROVISIONS REGARDING REDEMPTION/MATURITY

- | | | |
|-----|---|----------|
| 47. | Redemption at the Option of the Issuer: | [Yes/No] |
| | If yes: | |
| | (a) Optional Redemption Date(s) | [] |
| | (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) | [] |
| | (c) Minimum period of notice (if different from Condition 10.3 (<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 | |
| 48. | Redemption at the Option of the Senior Noteholders: | [Yes/No] |
| | if yes: | |
| | (a) Optional Redemption Date(s) | [] |
| | (b) Optional Redemption Amount(s) | [] |
| | (c) Minimum period of notice (if different from Condition 10.4 (<i>Redemption at the Option of the Senior Noteholders</i>)) | [] |
| | (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) | |
| 49. | Redemption in the event of a failure to maintain JSE Listing and credit rating at the election of Noteholders | [Yes/No] |

pursuant to Condition 10.5
(*Redemption in the event of a failure to maintain JSE Listing and credit rating*):

50. Early Redemption Amount(s) payable on redemption for taxation reasons, at the option of the Issuer in terms of Condition 10.3 (*Redemption at the Option of the Issuer*), at the option of the Noteholders in terms of Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), at the option of the Noteholders in terms of Condition 10.5 (*Redemption in the event of a failure to maintain JSE listing and credit rating*) or on Event of Default in terms of Condition 16 (*Events of Default*) (if required or if different from that set out in the relevant Conditions).

[Yes/No]

If yes:

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

GENERAL

51. Financial Exchange
52. Additional selling restrictions
53. ISIN No.
54. Stock Code
55. Stabilising Manager
56. Provisions relating to stabilisation
57. Method of distribution [Auction/Bookbuild/Private Placement]
58. Credit Rating assigned to the Programme]/[a Guarantor]/ [Notes] [issue date and renewal date of rating to be specified]
59. Applicable Rating Agency
60. Governing law (if the laws of South Africa are not applicable)
61. Other provisions [Other Events of Default in addition to the Events of Default referred to in Condition 16 (Events of Default)]
[Other covenants, provisions]

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

62. Paragraph 3(5)(a)

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

63. Paragraph 3(5)(b)

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

64. Paragraph 3(5)(c)

The auditor of the Issuer is [insert].

65. Paragraph 3(5)(d)

As at the date of this issue:

- (a) the Issuer has [not issued]/[issued ZAR●,000,000,000] (excluding commercial paper relating to this issuance) Commercial Paper (as defined in the Commercial Paper Regulations); and
- (b) the Issuer estimates that it may issue [ZAR●,000,000,000] (excluding commercial paper relating to this issuance) of Commercial Paper during the current financial year, ending [Insert].

66. Paragraph 3(5)(e)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in the Notes is contained in the Programme Memorandum and the Applicable Pricing Supplement.

67. Paragraph 3(5)(f)

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

68. Paragraph 3(5)(g)

The Notes issued will be [listed/unlisted].

69. Paragraph 3(5)(h)

The funds to be raised through the issue of the Notes are to be used by the Issuer for its general corporate purposes.

70. Paragraph 3(5)(i)

The payment obligations of the Issuer in respect of the Notes are guaranteed in terms of the Guarantees provided by each Guarantor but are otherwise unsecured.

71. Paragraph 3(5)(j)

[Insert], the statutory auditor of the Issuer, have confirmed that [their review did not reveal anything which indicates / nothing has come to their attention to indicate] that this issue of Notes issued under the Programme will not comply in all respects with the relevant provisions of the Commercial Paper Regulations.

Responsibility:

The Issuer accepts full responsibility for the information contained in this Applicable Pricing Supplement and the Programme Memorandum. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this Applicable Pricing Supplement and the Programme Memorandum is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Applicable Pricing Supplement and Programme Memorandum contain all information required by law and the debt listings requirements of the JSE.

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR10,000,000,000 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

RCS INVESTMENT 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 Note. A Tranche of Notes will be issued on, and subject to, the below 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.

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

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

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

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:

Accession Letter	in respect of an Additional Guarantor, an undertaking substantially in the form of Schedule 1 (<i>Form of Accession Letter</i>) to the form of the RCS Cards Guarantee contained in the section of this Programme Memorandum headed " <i>Terms and Conditions of the RCS Cards Guarantee</i> ";
Additional Guarantor	a member of the RCS Group which has become a Guarantor in accordance with Condition 7.3 (<i>Additional Guarantors</i>) and the terms of the RCS Cards Guarantee;
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 the Programme Memorandum headed " <i>Pro Forma Applicable Pricing Supplement</i> ";
Applicable Procedures	the rules and operating procedures for the time being of the CSD, the Participants and the debt listings requirements of the JSE and/or any other Financial Exchange;
Banks Act	the Banks Act, 1990;

Beneficial Interest	in relation to a Tranche of Notes which is held in the CSD, the beneficial interest as co-owner of an undivided share of all of the Notes in that Tranche, as contemplated in section 37(1) of the Financial Markets Act, 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, as provided in section 37(3) of the Financial Markets Act;
BESA Guarantee Fund Trust Trust	the guarantee fund trust established and operated by the JSE as a separate guarantee fund, in terms of sections 8(1)(h) and 17(2)(w) of the Financial Markets Act or any successor fund;
BNP Paribas	BNP Paribas, a French law <i>société anonyme</i> registered with the <i>Registre du Commerce et des Sociétés</i> under number 662 042 449 in Paris and licensed as a bank in accordance with the company and banking laws of France;
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, 1994) on which commercial banks settle ZAR payments in Johannesburg, save further that if the Applicable Pricing Supplement so provides, “ <i>Business Day</i> ” shall include a Saturday;
Calculation Agent	Rand Merchant Bank, 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;
Commercial Paper Regulations	the commercial paper regulations of 14 December 1994 issued pursuant to paragraph (cc) of the definition of “ <i>the business of a bank</i> ” in the Banks Act, set out in Government Notice 2172 and published in Government Gazette 16167 of 14 December 1994;
Companies Act	the Companies Act, 2008;
CSD	Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa and registered as a central securities depository in terms of the Financial Markets Act or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the relevant Dealer(s).
Day	a Gregorian calendar day unless qualified by the word “ <i>Business</i> ”;
Day Count Fraction	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: <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 Calculation Period in respect of which payment is being made divided by 365;

- (b) if “**Actual/Actual (ICMA)**” or “**Act/Act (ICMA)**” is so specified, means:
1. where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of Days in the Calculation Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and
 2. where the calculation Period is longer than one Regular Period, the sum of:
 - 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**”, “**Actual/Actual (ISDA)**”, “**Act/Act**” or “**Act/Act (ISDA)**” is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of Days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of Days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (d) if “**Actual/360**”, “**Act/360**” or “**A/360**” is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 360;
- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, means the number of Days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

“**D₁**” is the first Day, expressed as a number, of the Calculation

Period, unless such number would be 31, in which case D_1 will be 30; 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 and D_1 is greater than 29, in which case D_2 will be 30;

- (f) if “**30E/360**” or “**Eurobond Basis**” is so specified, means the number of Days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

where:

“ 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, in which case D_1 will be 30; 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, in which case D_2 will be 30; and

- (g) if “**30E/360 (ISDA)**” is so specified, means the number of Days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

where:

“ 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 (i) that Day is the last Day of February or (ii) such number would be 31, in which case D_1 will be 30; and

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

Dealer(s)	Rand Merchant Bank and any other entity appointed as 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, as indicated in the Applicable Pricing Supplement;
Default Rate	in relation to a Tranche of Notes, the Interest Rate applicable to such Notes or 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 <i>vice versa</i> , as indicated in the Applicable Pricing Supplement;
Early Redemption Amount	in relation to a Tranche of Notes, the amount, as set out in Condition 10.5 (<i>Early Redemption Amounts</i>), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Condition 10.2 (<i>Redemption for Tax Reasons</i>), Condition 10.3 (<i>Redemption at the Option of the Issuer</i>), Condition 10.4 (<i>Redemption at the Option of the Senior Noteholders</i>), Condition 10.5 (<i>Redemption in the event of a failure to maintain JSE listing and credit rating</i>) and/or Condition 16 (<i>Events of Default</i>);
Event of Default	in relation to a Series of Notes, any of the events described in Condition 16 (<i>Events of Default</i>);
Exchangeable Notes	Notes which may be redeemed by the Issuer in the manner indicated in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as is determined in accordance with the Applicable Pricing Supplement;
Exchange Control Regulations	the Exchange Control Regulations, 1961, promulgated pursuant to the Currency and Exchanges Act, 1933;
Exchange Period	in relation to a Tranche of 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;
Extraordinary Resolution	(i) a resolution passed at a meeting (duly convened) or (ii) a written resolution of the Noteholders or a Class of Noteholders, as the case may be, by a majority consisting of not less than 66.67% (sixty-six point sixty-seven percent) of the votes given on such poll or if a vote by show of hands be duly demanded then by a majority consisting of not less than 66.67% (sixty-six point sixty-seven percent) of the Persons voting at such meeting on a show of hands;
Final Broken Amount	in relation to a Tranche of Notes, the final broken amount specified as such in the Applicable Pricing Supplement;

Final Redemption Amount	in relation to a Tranche of Notes, the amount of principal specified in the Applicable Pricing Supplement payable in respect of such Tranche of Notes upon the Maturity Date;
Financial Exchange	the JSE 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;
Financial Markets Act	the Financial Markets Act, 2012;
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 Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement;
Floating Rate Notes	Notes which will bear interest at a Floating Rate Interest as indicated in the Applicable Pricing Supplement and more fully described in Condition 8.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>);
Floating Rate	in relation to a Tranche of Notes, the floating rate of interest specified as such in the Applicable Pricing Supplement;
Guarantees	<p>(a) RCS Cards unconditionally and irrevocably (and jointly and severally with any Additional Guarantor) guarantees to the Noteholders the due and punctual fulfilment of all payment obligations, in South African Rand, by the Issuer of all amounts owing by the Issuer in respect of the Notes issued under the Programme pursuant to this Programme Memorandum on or after the Programme Date (the “RCS Cards Guarantee”); and</p> <p>(b) BNP Paribas conditionally and irrevocably guarantees to the Noteholders the due and punctual fulfilment of all payment obligations, in South African Rand, by the Issuer of all amounts owing by the Issuer in respect of the Notes issued under the Programme pursuant to this Programme Memorandum on or after the Programme Date (the “BNP Paribas Guarantee”),</p> <p>The obligations of RCS Cards under the RCS Cards Guarantee constitutes its unconditional (and subject to Condition 6 (<i>Negative Pledge</i>)), unsecured and unsubordinated obligations and will rank (subject to any obligations preferred by law) <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of RCS Cards.</p> <p>The obligations of BNP Paribas under the BNP Paribas Guarantee will constitute a conditional and unsecured obligation of BNP Paribas and ranks (save for statutorily preferred exceptions) <i>pari passu</i> with any other existing or future unsecured and unsubordinated obligations of BNP Paribas.</p>

(See the sections headed “*Terms and Conditions of the RCS Cards Guarantee*” and “*Terms and Conditions of the BNP Paribas Guarantee*” and Condition 7 (*Guarantees*));

Guarantors	<p>(a) RCS Cards Proprietary Limited (registration number 2000/017891/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa (“RCS Cards”);</p> <p>(b) BNP Paribas, a French law <i>société anonyme</i> registered with the <i>Registre du Commerce et des Sociétés</i> under number 662 042 449 in Paris and licensed as a bank in accordance with the company and banking laws of France (“BNP Paribas”); and</p> <p>(c) any member of the RCS Group that becomes an Additional Guarantor from time to time in accordance with Condition 7.3 (<i>Additional Guarantors</i>) and the terms of the RCS Cards Guarantee;</p>
Higher Redemption Amount	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
ICMA	the 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, 1962;
Indebtedness	any obligation (whether incurred as principal or as surety) for the payment or repayment of money borrowed from any third party lender and (without double counting) guarantees or indemnities (other than those given in the ordinary course of business) given, whether present or future, actual or contingent;
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	an Indexed Interest Note and/or an Indexed Redemption Amount Note, as applicable and as indicated in the Applicable Pricing Supplement;
Indexed Redemption Amount Notes	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or a formula as may be indicated in the Applicable Pricing Supplement;
Individual Certificate	a Note in the definitive registered form of a single certificate and being a certificate exchanged for Beneficial Interest in accordance with Condition 12 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>) and any further certificate issued in consequence of a transfer thereof;
Initial Broken Amount	in relation to a Tranche of Notes, the initial broken amount specified as such in the Applicable Pricing Supplement;
Instalment Amount	in relation to a Tranche of Instalment Notes, the amount expressed

	(in the Applicable Pricing Supplement) as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
Instalment Notes	Notes issued on the same date but redeemed in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as specified in the Applicable Pricing Supplement;
Instalment Dates	in relation to a Tranche of Instalment Notes, the dates specified as such in the Applicable Pricing Supplement;
Interest Amount	in relation to a Tranche of Notes, the amount of interest payable in respect of each Nominal Amount of Fixed Rate Notes, Floating Rate Notes and Indexed Interest 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 and Rate of Interest	in relation to a Tranche of Notes, the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
Interest Rate Market of the JSE	the separate platform or sub-market of the JSE designated as the " <i>Interest Rate Market</i> ", or such other platform or submarket designated by the JSE from time to time, and on which Notes (and other debt securities) may be listed;
ISDA	the International Swaps and Derivatives Association Inc.;
ISDA Definitions	the 2006 ISDA Definitions published by ISDA (as amended, supplemented, revised or republished from time to time) 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	RCS Investment Holdings Limited (registration number 2000/017884/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa;
JSE	the JSE Limited (registration number 2005/022939/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and a licensed financial exchange in terms of the Financial Markets Act or any exchange which operates as a successor exchange to the JSE;

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 Agent 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;
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 and RCS Cards, having an aggregate outstanding amount which equals or exceeds ZAR70,000,000 (or its equivalent in any other currency or currencies) at the time of the occurrence of the Event of Default;
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	Notes which will bear interest over respective periods at differing Interest Rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Index-Linked Notes, each as indicated in the Applicable Pricing Supplement and as more fully described in Condition 8.4 (<i>Mixed Rate Notes</i>);
NACA	nominal annual compounded annually;
NACM	nominal annual compounded monthly;
NACQ	nominal annual compounded quarterly;
NACS	nominal annual compounded semi-annually;
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 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;
Outstanding	in relation to the Notes, all the Notes issued under the Programme other than: <ul style="list-style-type: none"> (a) those which have been redeemed in full; (b) those in respect of which the date for redemption in accordance with the Terms and Conditions has occurred and the redemption moneys wherefore (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment against presentation of Individual Certificates (if any);

- (c) those which have been purchased and cancelled as provided in Condition 10 (*Redemption and Purchase*);
- (d) those which have become prescribed under Condition 15 (*Prescription*);
- (e) those represented by mutilated or defaced Individual Certificates which have been surrendered in exchange for replacement Individual Certificates pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*); or
- (f) (for the purpose only of determining how many Notes are Outstanding and without prejudice to their status for any other purpose) those Notes represented by Individual Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Individual Certificates have been issued pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*),

provided that for each of the following purposes:

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

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

Optional Redemption Amount	in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;
Paris Business Day	a day (other than a Saturday or Sunday) on which banks are open for business in Paris that is also a Business Day as defined in these Terms and Conditions;
Participant	a Person accepted by the CSD as a participant in terms of section 31 of the Financial Markets Act, and who is approved by the JSE, in terms of the debt listings requirements of the JSE, as a Settlement Agent to perform electronic 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	Rand Merchant Bank, 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;
Person	shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
Programme	RCS Investment Holdings Limited ZAR10,000,000,000 Domestic Medium Term Note Programme under which the Issuer may from time to time issue Notes;

Programme Amount	the maximum aggregate outstanding Nominal Amount of all of the Notes that may be issued under the Programme at any one point in time, being ZAR10,000,000,000 or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures, Applicable Laws and the Programme Agreement, as set out in the section of this Programme Memorandum headed “ <i>General Description of the Programme</i> ”;
Programme Date	the date of this Programme Memorandum being 5 September 2016;
Rand Merchant Bank	Rand Merchant Bank, a division of FirstRand Bank Limited (registration number 1926/001225/06), a public company with limited liability and registered bank duly incorporated in accordance with the company and banking laws of South Africa;
Rating	in relation to the Programme, a Guarantor and/or a Tranche of Notes (where applicable), as the case may be, the rating of the Programme, a Guarantor and/or a 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 ”) or Standard & Poor’s Ratings Services (“ S&P ”) or Moody’s Investors Service Limited (“ Moody’s ”), as the case may be, and their successors or any other rating agency of equivalent international standing and/or as may be approved by the registrar of the Financial Services Board, as the case may be, and as 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	four leading banks in the South African inter-bank market selected by the Calculation Agent;
Reference Rate	in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
Reference Price	in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
Register	the register of Noteholders maintained by the Transfer Agent in terms of Condition 13 (<i>Register</i>), including any Uncertificated Securities Register, 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 “Regular Date” 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</p>

excluding the next Regular Date, where “Regular Date” means the Day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

Related Party(s)	any direct or indirect holder of shares in the Issuer and any Affiliate of any direct or indirect holder of shares in the Issuer;
Relevant Date	in respect of any payment relating to the Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the CSD in accordance with these Terms and Conditions, it means the first date on which (i) the full amount of such monies have been received by the CSD, (ii) such monies are available for payment to the holders of Beneficial Interests and (iii) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;
Relevant Screen Page	in relation to a Tranche of Notes (where applicable), the page, section or other part of a particular information service (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 Agent or the Paying Agent, as the case may be, who may be regarded by the Issuer (acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder, the Transfer Agent and the Paying Agent;
RCS Group	the Issuer and any other company or entity (excluding BNP Paribas) whose financial results are consolidated with the financial results of the Issuer in accordance with IFRS;
Senior Noteholders	the Noteholders of Senior Notes;
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;
SENS	the Stock Exchange News Service;
Series	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <ul style="list-style-type: none">(i) expressed to be consolidated and form a single series; and(ii) 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 JSE 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 amount specified as such in the Applicable Pricing Supplement;
Specified Office	the office of the Transfer Agent, the Paying Agent and/or the

	Calculation Agent as specified in the Applicable Pricing Supplement;
South Africa	the Republic of South Africa;
Subsidiary	a subsidiary company as defined in section 3(1)(a) and (b) 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 Agent	Rand Merchant Bank, or such other entity appointed by the Issuer as Transfer Agent, in which event that other entity will act as Transfer Agent, as specified in the Applicable Pricing Supplement, or such other entity appointed by the Issuer as Transfer Agent, in which event that other entity will act as Transfer Agent, 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 Agent, and signed by the transferor and transferee;
Uncertificated Securities Register	an Uncertificated Securities Register as contemplated in section 1 of the Companies Act;
ZAR	the lawful currency of South Africa, being South African Rand, or any successor currency;
ZAR-JIBAR-SAFEX	the mid-market rate for deposits in ZAR for a period of the Designated Maturity (as indicated in the Applicable Pricing Supplement) that appears on the Reuters Screen SAFEX Page as at 11h00, Johannesburg time on the relevant date; and
Zero Coupon Notes	Notes which will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment, as indicated in the Applicable Pricing Supplement.

2. ISSUE

- 2.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the aggregate Outstanding Nominal Amount of all of the Notes issued under the Programme from time to time 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 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) (if any) representing the Notes in that Tranche. The Applicable Pricing Supplement relating to a Tranche of Notes issued in certificated form will be attached to the Individual Certificate(s) representing the Notes in that Tranche.

3. FORM AND DENOMINATION

3.1. General

3.1.1. A Tranche of Notes may be issued in the form of listed or unlisted Notes, as specified in the Applicable Pricing Supplement.

3.1.2. A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or further Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to any Applicable Laws and Applicable Procedures. 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 on which such Tranche of Notes will be listed.

3.2. Registered Notes

A Tranche of Notes will be issued in certificated form or in uncertificated form, as contemplated in Condition 3.2.1 (*Notes issued in certificated form*) and Condition 3.2.2 (*Notes issued in uncertificated form*), as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE and issued in uncertificated form, will be held in the CSD, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*) A Tranche of unlisted Notes may also be held in the CSD, as contemplated in Condition 3.2.3 (*Beneficial Interests in Notes held in the CSD*).

3.2.1. **Notes issued in certificated form**

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

3.2.2. **Notes issued in uncertificated form**

A Tranche of Notes which is listed on the Interest Rate Market of the JSE may, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act. Notes issued in uncertificated form will be held in the CSD. Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Note which is represented by an Individual Certificate may be replaced by uncertificated securities in terms of section 33 of the Financial Markets Act.

3.2.3. **Beneficial Interests in Notes held in the CSD**

- (i) A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.
- (ii) The CSD will hold Notes subject to the Financial Markets Act and the Applicable Procedures.
- (iii) All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD for the holders of Beneficial Interests in such Notes.
- (iv) A holder of a Beneficial Interest shall only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

3.2.4. **Recourse to the BESA Guarantee Fund Trust**

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

4. TITLE

4.1. Notes issued in certificated form

4.1.1. Each holder of Notes represented by an Individual Certificate will be named in the Register as the registered holder of such Notes.

- 4.1.2. Title to Notes represented by an Individual Certificate will pass upon registration of transfer in the Register in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*).
- 4.1.3. The Issuer, the Transfer Agent 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.
- 4.2. Notes issued in uncertificated form and Beneficial Interest**
- 4.2.1. The relevant Participant(s) will be named in the Register as the registered Noteholder(s) of each Tranche of Notes which is issued in uncertificated form.
- 4.2.2. Notwithstanding condition 4.2.1, Beneficial Interests which are held by Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the CSD for such Participants.
- 4.2.3. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants.
- 4.2.4. In relation to each Person shown in the records of the CSD as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD, as to the aggregate Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. The CSD will be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Notes for all purposes.
- 4.2.5. Beneficial Interests in Notes will be transferred only in accordance with the Applicable Procedures. Such transfers will not be recorded in the Register; however the relevant Participant(s) will be reflected in the Register as the registered holders of such Notes, notwithstanding such transfers.
- 4.2.6. Any reference in the Terms and Conditions to the relevant Participant shall, in respect of a Beneficial Interest, be a reference to the Participant appointed to act as such by the holder of such Beneficial Interest.

5. STATUS OF SENIOR NOTES

The Senior Notes are direct, unconditional, unsubordinated and (subject to Condition 6 (*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 unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

6. NEGATIVE PLEDGE

- 6.1. So long as any of the Senior Notes remain Outstanding, the Issuer undertakes not to, and shall procure that RCS Cards shall not, if applicable, provide security over more than 15% (fifteen percent) of its total assets as measured at the time of giving of the security (or in the case of RCS Cards, over more than 15% (fifteen percent) of RCS Cards's total assets as measured at the time of giving of the security), without at the same time having the Senior Noteholders share equally and rateably in such security, provided that security over its assets is neither mandatory pursuant to applicable laws nor required as a prerequisite for obtaining any governmental approvals.
- 6.2. The Issuer and/or RCS Cards 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.

7. GUARANTEES

7.1. RCS Cards Guarantee

- 7.1.1. In accordance with the terms of the RCS Cards Guarantee, RCS Cards, irrevocably and unconditionally (and jointly and severally with any Additional Guarantor) guarantees to the Noteholders the due and punctual fulfilment of all payment obligations which the Issuer may incur to the Noteholders of all amounts owing by the Issuer in respect of the Notes arising under the Programme pursuant to this Programme Memorandum.
- 7.1.2. The obligations of RCS Cards under the RCS Cards Guarantee constitute its unconditional, (subject to condition 6 (*Negative Pledge*)), unsecured and unsubordinated obligations and will rank (subject to any obligations preferred by law) *pari passu* with all other present and future unsecured and unsubordinated obligations of RCS Cards.
- 7.1.3. Each Noteholder hereby agrees that upon the acquisition of any Note, such Noteholder is deemed to have notice of, and accept the benefit of all of the provisions of the RCS Cards Guarantee. The terms of the RCS Cards Guarantee provide that upon the acquisition of a Note by the Noteholder, RCS Cards and any Additional Guarantor are deemed to have received notice of acceptance of the benefit of the RCS Cards Guarantee by such Noteholder.
- 7.1.4. RCS Cards (or any Additional Guarantor) is required to make any payment under the RCS Cards Guarantee by no later than 2 (two) Business Days after receipt of a written demand under and in terms of the RCS Cards Guarantee and these Terms and Conditions. All payments under the RCS Cards Guarantee will discharge RCS Cards (or any Additional Guarantor) of its applicable obligations to Noteholders under the RCS Cards Guarantee and will *pro tanto* discharge the Issuer of its corresponding obligations to the Noteholders under the Notes.
- 7.1.5. Should RCS Cards (or any Additional Guarantor) be unable to make payment pursuant to this Condition 7.1 (*RCS Cards Guarantee*), Noteholders will then be entitled to claim payment from BNP Paribas under the BNP Paribas Guarantee and BNP Paribas shall make payment of all amounts owing by the Issuer in respect of the Notes arising under the Programme by no later than 3 (three) Paris Business Days subsequent to the 5 (five) Paris Business Day period of deemed receipt of a valid demand from any Noteholder at the address and in the manner and time specified under and in terms of the BNP Paribas Guarantee and these Terms and Conditions.

7.2. BNP Paribas Guarantee

- 7.2.1. In accordance with the terms of the BNP Paribas Guarantee, BNP Paribas, irrevocably and conditionally guarantees to the Noteholders all payment obligations which the Issuer may incur to the Noteholders in respect of the Notes arising under the Programme.
- 7.2.2. Should RCS Cards (or any Additional Guarantor) be unable to make payment under the RCS Cards Guarantee pursuant to Condition 7.1 (*RCS Cards Guarantee*) above, Noteholders will then be entitled to claim payment from BNP Paribas under the BNP Paribas Guarantee and BNP Paribas shall make payment of all amounts owing by the Issuer in respect of the Notes arising under the Programme in the currency in which such payments are due by no later than 3 (three) Paris Business Days subsequent to the 5 (five) Paris Business Day period of deemed receipt of a valid demand from any Noteholder at the address and in the manner and time specified under and in terms of the BNP Paribas Guarantee and these Terms and Conditions.

7.2.3. The obligations of BNP Paribas under the BNP Paribas Guarantee constitute its conditional and unsecured obligations and will rank (save for statutorily preferred exceptions) *pari passu* with all other existing or future unsecured and unsubordinated obligations of BNP Paribas.

7.3. **Additional Guarantors**

7.3.1. The Issuer may request that any member of the RCS Group become an Additional Guarantor under the RCS Cards Guarantee from time to time.

7.3.2. A member of the RCS Group shall become an Additional Guarantor if:

7.3.2.1. the Additional Guarantor delivers to the Issuer a duly completed and executed Accession Letter; and

7.3.2.2. the Issuer has received all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) to the RCS Cards Guarantee in relation to that Additional Guarantor, each in a form and substance satisfactory to the Issuer.

7.3.3. The Issuer shall notify the Transfer Agent and the Noteholders in accordance with Condition 18 (*Notices*) and via SENS, of the Additional Guarantor promptly upon becoming aware that it has received the documentation as set out in Condition 7.3.2 above.

7.3.4. The Guarantees and each Accession Letter, will be deposited with, and be held by, the Transfer Agent until the later of:

7.3.4.1. the date on which the Programme is terminated by the Issuer; and

7.3.4.2. the date on which all of the obligations of the Issuer and the Guarantors under or in respect of the Notes and/or the Guarantees, as the case may be, have been discharged in full.

7.3.5. Each Noteholder shall be entitled to require the Transfer Agent to produce the original of the Guarantees and each Accession Letter, on request and further shall be entitled to require the Transfer Agent, which shall be obliged, to provide copies of the Guarantees to that Noteholder on request. In holding the Guarantees and each Accession Letter, the Transfer Agent does not act in any fiduciary or similar capacity for the Noteholders and it shall not accept any liability, duty or responsibility to Noteholders in this regard.

8. **INTEREST**

8.1. **Fixed Rate Notes**

8.1.1. Each Fixed Rate Note bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement at the rate(s) per annum equal to the Fixed Rate of Interest so specified, payable in arrears on the Fixed 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 Fixed Interest Payment Date next 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 Fixed Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount, provided that:

8.1.3.1. if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and

8.1.3.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.

8.1.4. If interest is required to be calculated for a period other than a Fixed Interest Period, 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**

Interest Payment Dates

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

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.

Minimum and/or Maximum Rate of Interest

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

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.

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 Amount (as defined in the ISDA Definitions) that would be determined by such agent as a notional under an interest rate swap transaction if that agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on ZAR-JIBAR-SAFEX, 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 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 screen page); or
 - (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

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

- (b) if the Relevant Screen Page is not available or if, in the case of (a)(i) above, no such offered quotation appears or, in the case of (a)(ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal Johannesburg 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 (Johannesburg time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or
- (c) if the Rate of Interest cannot be determined by applying the provisions of (a) and (b) above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately 11h00 (Johannesburg time) on the relevant Interest Determination Date, deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the Johannesburg inter-bank market plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits in an amount approximately equal to the Nominal Amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate, quoted at approximately 11h00 (Johannesburg time) on the relevant Interest Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

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

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 notified to the JSE and the CSD and/or every other relevant exchange or authority as soon as possible after their determination but in any event no later than the 4th (fourth) Business Day thereafter. Each Interest Amount and Interest Payment Date 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. Any such amendment will be promptly notified to the JSE, the CSD and/or every other relevant exchange or authority and to the Noteholders in accordance with Condition 18 (*Notices*).

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

8.3. **Dual Currency 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 is improperly withheld or refused. In such event, interest will continue to accrue at the Default Rate until the date on which all amounts due in respect of such Note have been paid, or, in respect of uncertificated Notes, the date on which the full amount of the money payable has been received by the CSD and/or 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

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

Payments of principal and/or interest in respect of uncertificated Notes shall be made to the CSD or the Participants, as shown in the Register on the Last Day to Register, and the Issuer will be discharged of its payment obligations by proper payment to the CSD or the Participants, in respect of each amount so paid. Each of the Persons shown in the records of the CSD and the Participants, as the case may be, shall look solely to the CSD or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes.

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

9.2. Method of Payment

Payments will be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the Noteholder.

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*).

If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer in accordance with the preceding paragraph (whether by reason of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make such payment by cheque marked “*not transferable*” (or by such number of cheques as may be required in accordance with applicable banking law and practice to make payment of any such amounts). Such payments by cheque shall be sent by post to the address of the Noteholder as set forth in the Register or, in the case of joint Noteholders, the address set forth in the Register of that one of them who is first named in the Register in respect of that Note.

Each such cheque shall be made payable to the relevant Noteholder or, in the case of joint Noteholders, the first one of them named in the Register. Cheques may be posted by ordinary post, provided that neither the Issuer, nor the Paying Agent shall be responsible for any loss in transmission and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 9.2.

In the case of joint Noteholders, payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

9.3. Payment Day

If the date for payment of any amount in respect of any Note is not a Business Day, and no Business Day Convention has been stipulated in the Applicable Pricing Supplement, the holder thereof shall not be entitled to payment until the next following Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

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 10.6.3); 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

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 irrevocable, certified by 2 (two) authorised directors of the Issuer and include particulars of the relevant change pursuant to Condition 10.2.1 below), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

- 10.2.1. as a result of any change in, or amendment to, the laws or regulations of South Africa or any political sub-division of, or any authority in, or of, South Africa 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
- 10.2.2. the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

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

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

Notes redeemed for tax reasons pursuant to this Condition 10.2 will be redeemed at their Early Redemption Amount referred to in Condition 10.5 (*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**

If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Issuer may, having given not less than 30 (thirty) 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).

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.

In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by Individual Certificates, and in accordance with the Applicable Procedures in the case of Redeemed Notes which are uncertificated, and in each case not more than 30 (thirty) Days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**").

In the case of Redeemed Notes represented by Individual Certificates, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 18 (*Notices*) not less than 30 (thirty) Days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal Amount of Redeemed Notes which are uncertificated shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 18 (*Notices*) at least 10 (ten) Days prior to the Selection Date.

Holders of Redeemed Notes shall surrender the Individual Certificates, if any, representing the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Individual Certificates are redeemed, the Transfer Agent shall deliver new Individual Certificates to the Noteholders, in respect of the balance of the Notes.

10.4. **Redemption at the Option of the Senior Noteholders**

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 Agent, in accordance with Condition 18 (*Notices*), a duly executed notice (“**Put Notice**”), at least 30 (thirty) Days but not more than 60 (sixty) Days, prior to the Optional Redemption Date.

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.

The redemption by the Senior Noteholders of uncertificated Senior Notes shall take place in accordance with the Applicable Procedures.

The Issuer shall proceed to redeem the Senior Notes in respect of which such option has been exercised in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount and on the Optional Redemption Date, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

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 Agent 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 South Africa into which the redemption payment amount is to be paid.

The delivery of Put Notices shall be required to take place during normal office hours to the Transfer Agent. Put Notices shall be available for inspection at the Specified Offices of the Transfer Agent.

Any Put Notice given by a holder of any Senior Note pursuant to this paragraph shall be irrevocable except where, after giving the notice but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Senior Noteholder, 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 paragraph and instead to declare such Senior Note forthwith due and payable pursuant to Condition 16 (*Events of Default*).

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 failure to maintain JSE listing and credit rating**

The provisions of this Condition 10.5 (*Redemption in the event of a failure to maintain JSE listing and credit rating*) shall apply if specified in the Applicable Pricing Supplement.

10.5.1. The Issuer shall, for as long as listed Notes remain Outstanding:

10.5.1.1. ensure that those Notes remain listed on the Interest Rate Market of the JSE, or any other financial exchange; and

10.5.1.2. maintain a credit rating in respect of the Programme, a Guarantor and/or a Tranche of Notes, as the case may be, if rated.

10.5.2. If a breach of at least one of the undertakings in Condition 10.5.1.1 and 10.5.1.2 above occurs, and in respect of a breach of Condition 10.5.1.2 the Issuer fails to procure a credit rating from an alternative Rating Agency within 30 (thirty) Business Days after the effective date of the withdrawal of the credit rating if such credit rating is withdrawn by any Rating Agency for a reason other than as a result of the Rating Agency being unable to accord a credit rating in respect of the Programme, a Guarantor and/or a Tranche of Notes, as the case may be, then the Issuer shall within 3 (three) Business Days of such breach, and in accordance with Condition 18 (*Notices*), give notice (the “**Issuer Redemption Notice**”) to the Noteholders of such breach and the procedure for exercising the option set out in Condition 10.5.3 below.

- 10.5.3. Each Noteholder may within the period ending 15 (fifteen) Business Days of receipt of the Issuer Redemption Notice (the “**Election Period**”), require the Issuer to redeem its Notes within 15 (fifteen) Business Days of the expiry of the Election Period by delivery to the Issuer of a notice (the “**Noteholder Redemption Notice**”) in accordance with Condition 18 (*Notices*). A Noteholders’ option to redeem shall expire at the end of the Election Period.
- 10.5.4. The Issuer shall, in accordance with Condition 10.5.3 above, redeem the Notes relevant to each Noteholder Redemption Notice at the Early Redemption Amount calculated in accordance with Condition 10.6 (*Early Redemption Amounts*).

10.6. **Early Redemption Amounts**

For the purpose of Condition 10.2 (*Redemption for Tax Reasons*), Condition 10.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a failure to maintain JSE listing and credit 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:

- 10.6.1. in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- 10.6.2. in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount; or
- 10.6.3. in the case of Zero Coupon Notes, at an amount (the “**Amortised Face Amount**”) equal to the sum of: (i) the Reference Price; and (ii) the product of the Implied Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
- 10.6.4. 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.

10.7. **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 failure to maintain JSE listing and credit rating*) and/or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.6 (*Early Redemption Amounts*).

10.8. **Partly Paid Notes**

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 10 (*Redemption and Purchase*) and the Applicable Pricing Supplement. In the case of early redemption in accordance with Condition 10.2 (*Redemption for Tax Reasons*), Condition 10.3 (*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 failure to maintain JSE listing and credit rating*) and/or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.6 (*Early Redemption Amounts*).

10.9. **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.

10.10. Purchases

- 10.10.1. The Issuer or any Related Party may at any time purchase Notes (in the open market or in privately negotiated transactions with any Noteholders) at any price in the open market or otherwise. Such Notes may, subject to Applicable Law, be held, resold, or, at the option of the Issuer and/or the relevant Guarantor and/or the relevant Subsidiary, as the case may be, surrendered to the Transfer Agent for cancellation.
- 10.10.2. Where the Issuer or any Related Party wishes to purchase Notes and such results in the Issuer or Related Party holding in aggregate more than 80% (eighty percent) of the Nominal Amount of Notes issued in a particular Tranche of Notes (the Repurchased Notes), then the Issuer or any Related Party shall be entitled to require the remaining Noteholder(s) (the Remaining Noteholder(s)) of that Tranche of Notes to sell, and the Remaining Noteholders will sell, all their Notes in that particular Tranche of Notes at the same price per Note and subject to the same terms and conditions at which the Issuer or the Related Party acquired the Repurchased Notes.
- 10.10.3. The Issuer's or the Related Party's rights under Condition 10.10.2 may be exercised at any time up to 45 (forty five) Days after the date on which it enters into any agreement for the purchase of the Repurchased Notes, and if exercised shall be exercised by written notice pursuant to Condition 18 (*Notices*) given during that period.

10.11. Cancellation

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

10.12. 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 10.6.3 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 monies payable has been received by the CSD, and notice to that effect has been given to the Noteholder in accordance with Condition 18 (*Notices*).

10.13. Applicable Procedures

The redemption and partial redemption of Beneficial Interests shall take place in accordance with the Applicable Procedures and the Financial Markets Act.

11. TAXATION

- 11.1. All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.
- 11.2. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such

withholding or deduction, except that no such additional amounts shall be payable with respect to any Note:

- 11.2.1. held by or on behalf of a Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with South Africa 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 such withholding or deduction is in respect of taxes levied or imposed on interest or principal payments only by virtue of the inclusion of such payments in the taxable income (as defined in section 1 of the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Noteholder; or
- 11.2.4. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) Days after the Relevant Date, except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth Day; or
- 11.2.5. held by or on behalf of a Noteholder who is a foreign person (i.e. non-resident for tax purposes) and who does not qualify for any of the exemptions to the withholding tax on interest (levied in terms of section 50B of the Income Tax Act, as may be amended from time to time), in terms of section 50D of the Income Tax Act; or
- 11.2.6. if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters.
- 11.3. Any reference in these Terms and Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

12. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES

12.1. Exchange of Beneficial Interests

- 12.1.1. The holder of a Beneficial Interest in Notes may, in terms of the Applicable Procedures and subject to section 42 of the Financial Markets Act, by written notice to the holder's nominated Participant (or, if such holder is a Participant, the CSD), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate (the "**Exchange Notice**"). The Exchange Notice shall specify (i) the name, address and bank account details of the holder of the Beneficial Interest and (ii) the Day on which such Beneficial Interest is to be exchanged for an Individual Certificate; provided that such Day shall be a Business Day and shall fall not less than 30 (thirty) Days after the Day on which such Exchange Notice is given.
- 12.1.2. The holder's nominated Participant will, following receipt of the Exchange Notice, through the CSD, notify the Transfer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The Transfer Agent will, as soon as is practicable but within 14 (fourteen) Days after receiving such notice, in accordance with the Applicable Procedures, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 (fourteen) Day period, to the holder of the Beneficial Interest at the Specified Office of the Transfer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Individual Certificate in respect of that joint holding, and the delivery to one of those joint holders shall be delivery to all of them.
- 12.1.3. In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:

- 12.1.3.1. the CSD will surrender (through the CSD system) such uncertificated Notes to the Transfer Agent at its Specified Office; and
- 12.1.3.2. the Transfer Agent will obtain the release of such uncertificated Notes from the CSD in accordance with the Applicable Procedures.
- 12.1.3.3. An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of Notes of that aggregate Nominal Amount, and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent; provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

12.2. **Replacement**

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

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

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

12.4. **Costs**

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

13. **REGISTER**

13.1. The Register of Noteholders:

- 13.1.1. shall be kept at the Specified Office of the Transfer Agent and a copy thereof shall be made available for inspection at the registered office of the Issuer (as set out at the end of the Programme Memorandum) or such other Person as may be appointed for the time being by the Issuer to maintain the Register;
- 13.1.2. shall contain the names, addresses and bank account numbers of the registered Noteholders;
- 13.1.3. shall show the total Nominal Amount of the Notes held by Noteholders;
- 13.1.4. shall show the dates upon which each of the Noteholders was registered as such;
- 13.1.5. shall show the serial numbers of the Individual Certificates and the dates of issue thereof;

- 13.1.6. 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
- 13.1.7. shall be closed during the Books Closed Period.
- 13.2. The Transfer Agent shall alter the Register in respect of any change of name, address or account number of any of the Noteholders of which it is notified.
- 13.3. Except as provided for in these Terms and Conditions or as required by law, in respect of Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.
- 13.4. Except as provided for in these Terms and Conditions or as required by law, the Issuer shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Individual Certificate may be subject.

14. **TRANSFER OF NOTES**

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

- 14.1.1. Beneficial Interests may be transferred only in accordance with the Applicable Procedures through the CSD.
- 14.1.2. Transfers of Beneficial Interests to and from clients of Participants occur by way of electronic book entry in the securities accounts maintained by the Participants for their clients, in accordance with the Applicable Procedures.
- 14.1.3. Transfers of Beneficial Interests among Participants occur through electronic book entry in the central securities accounts maintained by the CSD for the Participants, in accordance with the Applicable Procedures.
- 14.1.4. Transfers of Beneficial Interests in Notes will not be recorded in the Register and the CSD will continue to be reflected in the Register as the Noteholder of such Notes notwithstanding such transfers.

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

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

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

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

In the event of a partial redemption of Notes under Condition 10.3 (*Redemption at the Option of the Issuer*), the Transfer Agent shall not be required in terms of Condition 10.3 (*Redemption at the Option of the Issuer*), to register the transfer of any Notes during the period beginning on the tenth 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 three years after their redemption date.

16. **EVENTS OF DEFAULT**

16.1. **Senior Notes**

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

- 16.1.1.1. ***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 3 (three) Business Days, after receiving written notice from any of the Senior Noteholders demanding such payment; or

- 16.1.1.2. ***Negative Pledge***

the Issuer or RCS Cards, as the case may be, fails to remedy a breach of Condition 6 (*Negative Pledge*) within 21 (twenty one) Business Days of receiving written notice from the Senior Noteholders demanding such remedy; or

- 16.1.1.3. ***Breach of Material Obligations***

the Issuer or RCS Cards, as the case may be fails to perform or observe any of its other material obligations or undertakings (not specifically covered elsewhere in this Condition 16.1) under or in respect of any of the Senior Notes and such failure continues for a period of 30 (thirty) Business 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

- 16.1.1.4. ***Cross Default***

- 16.1.1.4.1. any Material Indebtedness of the Issuer or RCS Cards, as the case may be, is declared to be or becomes due and repayable before its stated maturity by reason of an event of default (howsoever described); or

- 16.1.1.4.2. the Issuer or RCS Cards, as the case may be, fails to make any payment in respect of any Material Indebtedness on the due date for payment (as extended by any originally applicable grace period); or

- 16.1.1.4.3. any security given by the Issuer or RCS Cards, as the case may be, for any

Material Indebtedness becomes enforceable by reason of default in relation thereto and steps are taken to enforce such security; or

- 16.1.1.4.4. a default is made by the Issuer or RCS Cards, as the case may be, in making any payment due under any guarantee (other than the RCS Cards Guarantee) 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; or

16.1.1.5. ***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 respective obligations under the Notes, or any Guarantor to comply with obligations under the relevant Guarantee is not taken, fulfilled or done 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 or any Guarantor being unable to perform any of its respective payment or other obligations in terms of the Notes and the Issuer or any Guarantor fails to take reasonable steps to remedy such circumstances within 21 (twenty one) Business Days of receiving written notice from the Noteholders demanding such remedy; or

16.1.1.6. ***Insolvency etc.***

an order by any court of competent jurisdiction or authority for the winding-up, dissolution, business rescue proceedings or placement under supervision and commencement of business rescue proceedings of the Issuer or RCS Cards, 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 RCS Cards, as the case may be, is placed under voluntary liquidation or curatorship or a meeting is convened to consider the passing of a resolution, or a resolution is passed, to authorise the implementation of any business rescue proceedings in respect of the Issuer or RCS Cards, as the case may be, provided that no liquidation, curatorship, winding-up, dissolution or business rescue proceedings shall constitute an Event of Default if (i) the liquidation, winding-up, dissolution or business rescue proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the RCS Group with any third party; or (ii) the liquidation, winding-up, dissolution or business rescue proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by an Extraordinary Resolution of Noteholders before the date of the liquidation, winding-up, dissolution or business rescue proceedings; or

16.1.1.7. ***Winding-up etc.***

the Issuer or RCS Cards, as the case may be, initiates or consents to judicial proceedings relating to itself under any applicable compromise with creditors, liquidation, winding-up, business rescue or insolvency or other similar laws or compromises or attempts to compromise, with its creditors generally (or any significant class of creditors) or any meeting of creditors is convened by the Issuer or RCS Cards, 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 RCS Cards, as the case may be, and is for the purposes of an internal reconstruction or reorganisation within the RCS Group; or

16.1.1.8. ***Enforcement Proceedings***

if a Person validly attaches in execution the whole or a material part of the undertaking or assets of the Issuer or RCS Cards, 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 RCS Cards, as the case may be, by a court of competent jurisdiction and such is not discharged within 30 (thirty) Business Days; or

16.1.1.9. **Guarantees**

- 16.1.1.9.1. any Guarantee is not in full force and effect and such failure has continued for more than 30 (thirty) Days following the service on the relevant Guarantor and the Issuer of a written notice requiring that failure to be remedied; or
- 16.1.1.9.2. it is or becomes unlawful for any Guarantor to perform any of its obligations under the relevant Guarantee; or
- 16.1.1.9.3. any Guarantor repudiates the relevant Guarantee or there is evidence of an intention to repudiate the relevant Guarantee;

16.1.1.10. **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 10.5 (*Early Redemption Amounts*), together with accrued interest (if any) to the date of repayment, or as specified in the Applicable Pricing Supplement, failing which the Senior Noteholders may by written notice to (i) RCS Cards at the physical address of RCS Cards as specified in the RCS Cards Guarantee, failing which, (ii) BNP Paribas at the physical address specified in the BNP Paribas Guarantee, demand payment in terms of the relevant Guarantee, provided that, notwithstanding the taking of such action, although an amount will be due it may not be payable if the Issuer withholds or refuses to make such payment in order to comply with any law or regulation of South Africa or to comply with any order of a court of competent jurisdiction.

16.2. **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 Dealer(s) and the JSE in writing.

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

Any third party appointed by the Issuer as Calculation Agent, Transfer Agent, Paying 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 office through which any agent acts.

18. **NOTICES**

- 18.1. Notices to Noteholders shall be valid if mailed to their registered addresses appearing in the Register. Any such notice shall be deemed to have been given on the 7th (seventh) Day after the Day on which it is mailed.
- 18.2. All notices to the holders of Notes represented by Individual Certificates shall be in writing and shall be sent by registered mail to the respective addresses of those Noteholders appearing in the Register or delivered by hand to the respective addresses of those Noteholders appearing in the Register. Each such notice shall be deemed to have been received by the relevant Noteholder on the date on which such notice is sent by registered mail (if such notice is sent by registered mail).
- 18.3. Notwithstanding the provisions of Condition 18.1, for so long as all of the Notes in a Tranche are held in their entirety in the CSD, they may be substituted for the notice contemplated in Condition 18.1, by the delivery of the relevant notice to the relevant Participant (as the registered holder of such Notes), the CSD and the Financial Exchange for communication by them to the holders of Beneficial Interests in such Notes in accordance with the Applicable Procedures. Each such notice will be deemed to have been received by the holders of Beneficial Interests on the Day of delivery of such notice to the CSD.
- 18.4. Any notice to the Issuer shall be deemed to have been received by the Issuer, if delivered to the registered office of the Issuer, on the date of delivery, and if sent by registered mail, on

the 7th (seventh) Day after the Day on which it is sent. The Issuer may change its registered office upon prior written notice to Noteholders specifying such new registered office.

- 18.5. For so long as any of the Notes are uncertificated, notice may be given by any holder of an uncertificated Note to the Issuer via the relevant Settlement Agent in accordance with the Applicable Procedures, in such manner as the Issuer and the relevant Participants may approve for this purpose.

19. AMENDMENT OF THESE 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, no addition, variation or consensual cancellation of these Terms and Conditions shall be of any force or effect unless the JSE has been notified and the amendments have been reduced to writing and signed by or on behalf of the Issuer, the Guarantors and the Noteholders.
- 19.2. The Issuer may effect, without the consent of the Noteholder or the relevant Class of Noteholders, as the case may be, any modification of the Terms and Conditions and/or the Guarantee which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer or relevant Guarantor is established, provided that the JSE or such other Financial Exchange, as the case may be, shall be notified. Any such modification shall be binding on the Noteholder or the relevant Class of Noteholders, as the case may be, and any such modification shall be communicated to the Noteholder 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. Subject to the prior formal approval of the JSE or such other Financial Exchange, as the case may be, the Issuer may, with the prior sanction of an Extraordinary Resolution of Noteholders or with the prior written consent of Noteholders or the relevant Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point sixty-seven percent) in Nominal Amount of the Notes Outstanding from time to time, amend these Terms and Conditions and/or the Guarantee, 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*).
- 19.4. Any modification of these Terms and Conditions which may have a direct effect on compliance with the debt listings requirements of the JSE or such other Financial Exchange, as the case may be, will require the approval of the JSE or such other Financial Exchange, as the case may be.

20. MEETINGS OF NOTEHOLDERS

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 at least 25% (twenty five percent) of the aggregate Nominal Amount Outstanding of the Notes (requisition notice).
- 20.1.3. Whenever the Issuer wishes or is required to convene a meeting, it shall forthwith give notice in writing to the Noteholders of the place, Day and hour of the meeting and of the nature of the business to be transacted at the meeting.
- 20.1.4. All meetings of Noteholders shall be held in Cape Town.
- 20.1.5. Any director or duly authorised representative of the Issuer, and any other Person authorised in writing by the Issuer, may attend and speak at a meeting of Noteholders, but shall not be entitled to vote, other than as a proxy (as defined below) or duly authorised representative of a Noteholder.

20.2. Requisition

- 20.2.1. A requisition notice shall state the nature of the business for which the meeting is to be held and shall be deposited at the registered office of the Issuer.

20.2.2. A requisition notice may consist of several documents in like form, each signed by one or more requisitionists.

20.3. Convening of meetings by requisitionists

If the Issuer does not proceed to cause a meeting to be held within 10 (ten) Days of the deposit with the company secretary of the Issuer of a requisition notice, requisitionists who together hold not less than 25% (twenty five percent) of the aggregate Nominal Amount outstanding of the Notes for the time being, may themselves convene the meeting, but the meeting so convened shall be held within 60 (sixty) Days from the date of such deposit 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. Notice of meeting

20.4.1. Unless the holders of at least 90% (ninety percent) of the aggregate Nominal Amount outstanding of the Notes agree in writing to a shorter period, at least 21 (twenty one) Days written notice specifying the place, Day and time of the meeting and the nature of the business for which the meeting is to be held shall be given by the Issuer to Noteholders. Such notice is required to be given in accordance with Condition 18 (Notices).

20.4.2. The accidental omission to give such notice to any Noteholder or the non-receipt of any such notice, shall not invalidate the proceedings at a meeting.

20.5. Quorum

20.5.1. A quorum at a meeting shall for the purposes of considering:

20.5.1.1. an ordinary resolution generally, consist of Noteholders present in person or by proxy and holding in the aggregate not less than one-third of the aggregate Nominal Amount outstanding of the Notes;

20.5.1.2. an Extraordinary Resolution, consist of Noteholders present in person or by proxy and holding in the aggregate not less than 50.1% (fifty point one percent) of the aggregate Nominal Amount outstanding of the Notes.

20.5.2. No business shall be transacted at a meeting of the Noteholders unless a quorum is present at the time when the meeting proceeds to business.

20.5.3. If, within 15 (fifteen) minutes from the time appointed for the meeting, a quorum is not present, the meeting shall, if it was convened on the requisition of Noteholders, be dissolved. In every other case the meeting shall stand adjourned to the same Day in the third week thereafter, at the same time and place, or if that Day is not a Business Day, the following Business Day. If at such adjourned meeting a quorum is not present the Noteholders present in person or by proxy shall constitute a quorum for the purpose of considering any resolution, including an Extraordinary Resolution.

20.6. Chairman

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

20.7. Adjournment

20.7.1. Subject to the provisions of this Condition 20 (*Meetings of Noteholders*) the chairman may, with the consent (which consent shall not be unreasonably withheld and/or delayed) of, and shall on the direction of the Issuer, adjourn the meeting from time to time and from place to place.

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

20.7.3. At least 14 (fourteen) Days written notice of the place, Day and time of an adjourned meeting shall be given by the Issuer to each Noteholder. In the case of a meeting adjourned in terms of Condition 20.5.3, the notice shall state that the Noteholders present in person or by proxy at the adjourned meeting will constitute a quorum.

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 of the result of the 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 a 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 poll demanded on the election of a chairman or on the question of the adjournment of a meeting shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs and the result of such poll shall be deemed to be the resolution of the meeting.
- 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

On a show of hands every Noteholder present in person shall have one vote. On a poll every Noteholder, present in person or by proxy, shall have one vote for each ZAR1,000,000 (One Million Rand) of the Nominal Amount outstanding of the Notes held by him. The joint holders of Notes shall have only one vote on a show of hands and one vote on a poll for each ZAR1,000,000 (One Million Rand) of the Nominal Amount outstanding of the Notes of which they are the registered holder and the vote may be exercised only by that holder present whose name appears first on the Register in the event that more than one of such joint holders is present in person or by proxy at the meeting. The Noteholder in respect of uncertificated Notes shall vote at any such meeting on behalf of the holders of Beneficial Interests in such Notes in accordance with the instructions to the CSD from the holders of Beneficial Interests conveyed through the Settlement Agents in accordance with the Applicable Procedures. Notwithstanding anything to the contrary contained herein, any Noteholder that is the Issuer or any of its Subsidiaries shall not be entitled to vote.

20.10. Proxies and representatives

- 20.10.1. Noteholders may:
- 20.10.1.1. present in person; or
- 20.10.1.2. through any appointed Person (a proxy), by an instrument in writing (a form of proxy), signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer 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, 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 Agent more

than, and that the transfer has been given effect to less than, 12 (twelve) hours before the commencement of the meeting or adjourned meeting at which the proxy is to be used.

20.10.8. Any Noteholder which is a corporation may by resolution of its directors or other governing body authorise any Person to act as its representative in connection with any meeting or proposed meeting of Noteholders. Any reference in this Condition 20 (Meetings of Noteholders) 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*) 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**

22.1 These Terms and Conditions, the RCS Cards Guarantee and all rights and obligations to the Notes are governed by, and shall be construed in accordance with, the laws of South Africa in force from time to time.

22.2 The BNP Paribas Guarantee is governed by, and shall be construed in accordance with, the laws of France in force from time to time.

SIGNED at _____ on this _____ day of _____ 2016.

For and on behalf of

RCS INVESTMENT 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 RCS CARDS GUARANTEE

Capitalised terms used in this section headed “Terms and Conditions of the RCS Cards Guarantee” 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.

RCS CARDS GUARANTEE

We, the undersigned,

RCS CARDS PROPRIETARY LIMITED

(registration number 2000/017891/07), being a private company incorporated in accordance with the laws of South Africa (“RCS Cards”),

hereby, irrevocably and unconditionally (and jointly and severally with any Additional Guarantor) guarantee (as primary obligor and not merely as surety) to the holders of Notes (the “**Noteholders**”) issued or to be issued by RCS Investment Holdings Limited (registration number 2000/017884/06) (the “**Issuer**”) under the RCS Investment Holdings Limited ZAR10,000,000,000 Domestic Medium Term Note Programme (the “**Programme**”), the due and punctual performance of all payment obligations arising under the Programme pursuant to this Programme Memorandum which the Issuer may incur to the Noteholders in respect of all amounts due by the Issuer in respect of the Notes arising under the Programme pursuant to the Programme Memorandum issued by the Issuer, dated 5 September 2016, as amended and/or supplemented from time to time (the “**Programme Memorandum**”).

1. Terms used but not defined herein have the meanings set forth in the section of the Programme Memorandum headed “*Terms and Conditions of the Notes*” (the “**Terms and Conditions**”) as amended, restated or supplemented from time to time.
2. All payments made in terms of this RCS Cards Guarantee shall be made *mutatis mutandis* in accordance with Conditions 8 (*Interest*) and 9 (*Payments*) of the Terms and Conditions.
3. This RCS Cards Guarantee shall be binding on RCS Cards, and shall continue to be binding on it, with respect to any payment, or any part thereof, of principal and/or interest on any Note that is rescinded or must otherwise be returned by the Transfer Agent or any Noteholder if such rescission or return of payment has been compelled by law as a result of the insolvency of any of the Issuer or any other person or if such rescission or return of payment is a result of any law, regulation or decree applicable to the Issuer or such persons.
4. RCS Cards hereby renounces, all benefits arising from the legal exceptions “*non numeratae pecuniae*” (no money was paid over), “*non causa debiti*” (lack of actionable debt), “*errore calculi*” (mistake in calculation of amount due) and “*beneficia excussionis et divisionis*” (the benefits of excussion and division), with the force and effect of which RCS Cards hereby declares it to be fully acquainted. RCS Cards agrees that this RCS Cards Guarantee is to be in addition and without prejudice to any other suretyship/s and security/ies now or hereafter to be held by the Noteholders and shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding any legal disability of RCS Cards.
5. For so long as a Tranche of Senior Notes remains Outstanding, RCS Cards undertakes not to provide security over more than 15% (fifteen percent) of its total assets as measured at the time of giving of the security without at the same time having the Senior Noteholders share equally and rateably in such security, provided that security over its assets is neither mandatory pursuant to applicable laws nor required as a prerequisite for obtaining any governmental approvals.
6. The obligations of RCS Cards under this RCS Cards Guarantee constitutes its unconditional, (and subject to Condition 6 (*Negative Pledge*) and clause 5 above) unsecured, and unsubordinated obligations and will rank (subject to any obligations preferred by law) *pari passu* with all other present and future unsecured and unsubordinated obligations of RCS Cards.
7. No action in respect of any collateral or security given by the Issuer, or any other persons, in respect of the Notes is required to be taken before action is taken against RCS Cards under this RCS Cards Guarantee, and the existence or enforceability of this RCS Cards Guarantee

shall not affect or be affected by any other security held in respect of the Issuer's payment obligations under the Notes.

8. Any admission made by the Issuer in respect of the Notes shall be binding on RCS Cards.
 9. A demand made under this RCS Cards Guarantee by any Noteholder after an Event of Default has occurred and while it is continuing shall be made in writing to RCS Cards at the address specified below.
 10. Payment to the Paying Agent under this Guarantee shall:
 - 10.1. be made by and of RCS Cards (or any Additional Guarantor) to the Paying Agent not later than 2 (two) Business Days after receipt of a demand in accordance with clause 9 above;
 - 10.2. discharge by RCS Cards (or any Additional Guarantor) of its applicable obligations to the Noteholders under this Guarantee; and
 - 10.3. *pro tanto* discharge the Issuer of its corresponding obligations to the Noteholders under the Notes.
 11. Notwithstanding any part payment by RCS Cards or on RCS Cards' behalf, RCS Cards shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Issuer or against any other surety for the Issuer in respect thereof unless and until the indebtedness of the Issuer to the Noteholders shall have been discharged in full.
 12. Each notice, demand or other communication under this RCS Cards Guarantee shall be in writing and be delivered personally or by recognised courier or facsimile and be deemed to have been given:
 - 12.1. in the case of a facsimile, on the first Business Day following the date of transmission; and
 - 12.2. in the case of a letter, when delivered; and
 - 12.3. shall be sent to RCS Cards at:

Physical address:	RCS Building Golf Park Raapenberg Road Mowbray, 7700 South Africa
Attention:	Mr C De Wit
Email:	Chrisdew@rcsgroup.co.za
- or to such other address in South Africa or facsimile number as is notified from time to time by RCS Cards to the Noteholders in accordance with Condition 18 (*Notices*) of the Terms and Conditions.
13. RCS Cards chooses the above address as its *domicilium citandi et executandi* for all purposes under this RCS Cards Guarantee, whether in respect of court process, notices or other documents or communications of whatsoever nature.
 14. This RCS Cards Guarantee is, and all rights and obligations relating to this RCS Cards Guarantee are, governed by, and shall be construed in accordance with, the laws of South Africa.
 15. This RCS Cards Guarantee will terminate upon all of the payment obligations of the Issuer under the Notes being fully and finally discharged in accordance with the Terms and Conditions.
 16. RCS Cards agrees for the benefit of the Noteholders that the Western Cape Local Division, Cape Town, South Africa (or any successor to that division) shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submits to the jurisdiction of such court.
 17. This RCS Cards Guarantee will be deposited with, and be held by, the Transfer Agent until the later of:
 - 17.1. the date on which the Programme is terminated by the Issuer; and

- 17.2. the date on which all of the obligations of the Issuer and RCS Cards under or in respect of the Notes have been discharged in full.
18. RCS Cards acknowledges and agrees that each Noteholder shall be entitled to require the Transfer Agent to produce the original of this RCS Cards Guarantee on request and further shall be entitled to require the Transfer Agent, which shall be obliged, to provide a copy of this RCS Cards Guarantee to that Noteholder on request. In holding the RCS Cards Guarantee, the Transfer Agent shall not act in any fiduciary or similar capacity for the Noteholders and shall not accept any liability, duty or responsibility to Noteholders in this regard.
19. RCS Cards and any Additional Guarantor hereby confirm that upon acquisition of a Note by any Noteholder, RCS Cards and the Additional Guarantor are deemed to have received notice of acceptance from the Noteholder(s) of the benefits conferred by, and the provisions of, this RCS Cards Guarantee.
20. Any member of the RCS Group may become an Additional Guarantor if such member delivers to the Issuer and the Issuer accepts:
- 20.1. a duly completed and executed Accession Letter in the form as attached hereto as Schedule 1 (*Form of Accession Letter*); and
- 20.2. all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) hereto in relation to that Additional Guarantor, each in a form and substance satisfactory to the Issuer.
21. This RCS Cards Guarantee constitutes the whole agreement relating to the subject matter hereof. No amendment or consensual cancellation of this RCS Cards Guarantee or any provision or term hereof shall be binding (save for a modification to the RCS Cards Guarantee which is of a formal, minor or technical nature or to comply with the mandatory provisions of the law of the jurisdictions in which RCS Cards is established) unless approved by Extraordinary Resolution of Noteholders or with the prior written consent of Noteholders or the relevant Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point sixty-seven percent) in Nominal Amount of the Notes Outstanding from time to time and thereafter recorded in a written document signed by RCS Cards. Any waiver or relaxation or suspension given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

SIGNED at _____ on this _____ day of _____ 2016

For and on behalf of
RCS CARDS PROPRIETARY LIMITED

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

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

FORM OF ACCESSION LETTER

To: [insert]
And to: [insert]
From: [Insert full name of Additional Guarantor] (the **Acceding Party**)
Date: [insert]

Dear Sirs

RCS INVESTMENT HOLDINGS LIMITED ZAR10,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME – RCS CARDS GUARANTEE DATED ON OR ABOUT 5 SEPTEMBER 2016 (the RCS Cards Guarantee)

1. We refer to the RCS Cards Guarantee. This is an Accession Letter, and terms used in this Accession Letter have the same meaning as in the RCS Cards Guarantee.
2. This Accession Undertaking is delivered to you as Issuer pursuant to Condition 7 (Guarantees) of the Terms and Conditions and Clause 20 of the RCS Cards Guarantee.
3. In consideration of the Acceding Party being accepted as a Guarantor for the purposes of the RCS Cards Guarantee, the Acceding Party hereby confirms that, as from the date of acceptance of this Accession Letter by the Issuer, it –
 - 3.1. intends to be a party to the RCS Cards Guarantee as a Guarantor;
 - 3.2. intends to be a party to the Programme Agreement as a Guarantor;
 - 3.3. undertakes to perform all the obligations expressed in the RCS Cards Guarantee and the Programme Agreement to be assumed by a Guarantor; and
 - 3.4. agrees that it shall be bound by all the provisions of the RCS Cards Guarantee and the Programme Agreement as if it had been an original party to the RCS Cards Guarantee and Programme Agreement as a Guarantor.
4. This Accession Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Accession Letter.
5. This Accession Letter shall be governed by and construed in accordance with the laws of South Africa.

For and on behalf of
[The Acceding Party]

Name: [Full name of Additional Guarantor]
Capacity:
Who warrants his authority hereto
Address for notices:
Address:
Fax:
Email:

For and on behalf of
RCS INVESTMENT HOLDINGS LIMITED

Name:
Capacity:
Who warrants his/her authority hereto

CONDITIONS PRECEDENT

1. An Accession Letter executed by the Additional Guarantor.
2. A copy of the constitutional documents of the Additional Guarantor.
3. A certified copy of all resolutions and other authorisations required to be passed or given, and evidence of any other action required to be taken, on behalf of the Additional Guarantor and/or its shareholders:
 - 3.1. to approve its entry into the Accession Letter, the Guarantee and the Programme Agreement; and
 - 3.2. to authorise appropriate persons to execute and enter into each of the Accession Letter, the Guarantee and the Programme Agreement; and to take any other action in connection therewith; and to authorise appropriate persons to enter into the Accession Letter, the Guarantee and the Programme Agreement.
4. A copy of any other authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration or other document, opinion or assurance which the Issuer considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Letter, Guarantee and Programme Agreement or for the validity and enforceability of the Accession Letter, Guarantee and Programme Agreement.
5. If available, the latest audited financial statements of the Additional Guarantor.
6. On request from the relevant Dealer(s), a legal opinion of the legal advisers to the Issuer, the Guarantors, the Arranger and the Dealer(s) as to South African law addressed to the Issuer, the Guarantors, the Arranger and the Dealer(s) dealing with, *inter alia*, the capacity and authority of the Additional Guarantor to enter into the Accession Letter, the Programme Agreement and the Guarantee, substantially in such form the relevant Dealer(s) may reasonably require to be agreed prior to the date of the Accession Letter.

TERMS AND CONDITIONS OF THE BNP PARIBAS GUARANTEE

Capitalised terms used in this section headed “Terms and Conditions of the BNP Paribas Guarantee” 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.

RCS INVESTMENT HOLDINGS LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/017884/06)

ZAR10,000,000,000 Domestic Medium Term Note Programme (the “**Programme**”)

Unconditionally and irrevocably guaranteed by

RCS CARDS PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/017891/07)

and

conditionally and irrevocably guaranteed by **BNP PARIBAS**

(Incorporated in the Republic of France under number 662 042 449)

THIS BNP PARIBAS GUARANTEE (the “**BNPP Guarantee**”) is made by **BNP Paribas**, a company established and existing under the laws of France, with registered office in Paris, 16 BOULEVARD DES ITALIENS, 75009 France and registered at the “*Registre du Commerce et des Sociétés de Paris*” under the reference SIREN 662 042 449 (the “**BNPP**”) in favour of the Noteholders for the time being of the Notes (as defined below) (each a “**Noteholder**”).

WHEREAS:

1. Under the Programme and pursuant to a Programme Memorandum dated 5 September 2016 (the “**Programme Memorandum**”), RCS Investment Holdings Limited (the “**Issuer**”) may from time to time issue unsecured or secured registered notes of any kind (the “**Notes**”).
2. Terms used but not defined herein have the meanings set forth in the section of the Programme Memorandum headed “*Terms and Conditions of the Notes*” (the “**Terms and Conditions**”) as amended, restated or supplemented from time to time.
3. The Notes may be issued pursuant to the Terms and Conditions of the Programme as amended from time to time and/or supplemented by the Applicable Pricing Supplement of the relevant Notes (the “**Conditions**”).
4. In accordance with the terms of the RCS Cards Guarantee, RCS Cards (jointly and severally with any Additional Guarantor), irrevocably and unconditionally guarantees to the Noteholders the due and punctual fulfilment of all payment obligations which the Issuer may incur to the Noteholders in respect of all amounts owing by the Issuer in respect of the Notes arising under the Programme pursuant to the Programme Memorandum. RCS Cards (or any Additional Guarantor) is required to make any payment under the RCS Cards Guarantee by no later than 2 (two) Business Days after receipt of a demand under and in terms of the RCS Cards Guarantee and the Conditions.
5. BNPP hereby conditionally and irrevocably guarantees the payment obligations of the Issuer under all Notes issued under the Programme should RCS Cards and any Additional Guarantor be unable to make payment pursuant the RCS Cards Guarantee.
6. Any reference in this BNPP Guarantee to any payment obligation or sums or amounts payable under or in respect of the Notes by the Issuer shall be construed to refer to, if applicable, in the event of a bail-in of BNPP, such payment obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to

liabilities of BNPP following the application of a bail-in of BNPP by any relevant authority (including in a situation where this BNPP Guarantee is not the subject of such bail-in).

BNP Paribas Guarantee

7. BNPP conditionally and irrevocably guarantees, in accordance with Article 2288 of the French Civil Code, to each Noteholder that if for any reason RCS Cards (or any Additional Guarantor) fails to make payment on the due date under the RCS Cards Guarantee, BNP Paribas will in accordance with the Conditions and the terms of this BNPP Guarantee pay in the currency in which such payment is due all amounts due by the Issuer in respect of the Notes arising under the Programme (including any accrued interest up until the effective payment date) by no later than 3 (three) Paris Business Days after deemed receipt of a valid demand, from any Noteholder at the address and in the manner and time specified in clause 13 below, under and in accordance with the terms of the BNPP Guarantee and the Conditions.

“**Paris Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for business in Paris that is also a Business Day as defined in the Conditions.

Joint Liability

8. BNPP hereby acknowledges, absolutely and without right to claim the benefit of any legal circumstances amounting to an exemption from liability or a guarantor’s defence, that it is bound by the obligations specified below. Accordingly, BNPP acknowledges that it will not be released from liability, nor will its liability be reduced, at any time, by extension or grace periods regarding payment or performance, any waiver or any consent granted to the Issuer or to any other person, or by the failure of any execution proceedings brought against the Issuer or any other person. Furthermore, BNPP acknowledges that (i) it will not be relieved of its obligations in the event that the Issuer’s corresponding obligations become void for reasons relating to the Issuer’s capacity, limitation of powers or lack thereof (including any lack of authority of persons having entered into contracts in the name, or on behalf, of the Issuer), (ii) its obligations under this BNPP Guarantee will remain valid and in full effect notwithstanding the dissolution, merger, de-merger, takeover or reorganisation of the Issuer, as well as the opening of insolvency proceedings, or any other proceedings similar to receivership or liquidation proceedings, in respect of the Issuer, (iii) it will not avail itself of any subrogation rights in respect of the Noteholders’ rights and that it will take no steps to enforce any rights of demands against the Issuer, so long as any amounts remain due, or any payment obligation remains unperformed, under the Notes and (iv) its duties under this BNPP Guarantee will not be conditional on or subject to the validity or execution of any other security granted by the Issuer to the Noteholders, or to the existence or creation of any security for the benefit of the Noteholders.

BNPP’s continuing obligations

9. BNPP’s obligations under this BNPP Guarantee will remain valid and in full effect so long as any amounts remain outstanding, or any payment obligations unperformed under the Notes.

Status of the Guarantee

10. This BNPP Guarantee constitutes the conditional and unsecured obligations of BNPP and will rank (save for statutorily preferred exceptions) *pari passu* with all other existing or future unsecured and unsubordinated obligations of BNPP.

Issuer’s Repayment

11. If a payment received by, or other payment obligation discharged to or to the order of, any Noteholder is declared null and void under any rule relating to insolvency proceedings, or any other procedure similar to the receivership or liquidation of the Issuer, such payment or payment obligation will not reduce BNPP’s payment obligations and this BNPP Guarantee will continue to apply as if such payment or payment obligation has always been due from the Issuer.

Conditions binding

12. BNPP declares (i) that it has full knowledge of the provisions of the Terms and Conditions of the Programme and (ii) that it will comply with them and (iii) that it will be bound by them. Further, BNPP declares (i) that it shall have a full knowledge of the provisions of the Conditions of each individual issue of the Notes, as may be from time to time amended and/or supplemented, (ii) that it will comply with them and (iii) that it will be bound by them.

Demand on BNPP

13. Any demand hereunder shall be given in writing addressed to BNPP delivered to its office at CIB Legal Paris, 3 Rue Taitbout, 75009 Paris, France and shall include a sworn statement from the beneficiary specifying that the RCS Cards Guarantee has been called in accordance with its terms and that a payment default has occurred in this respect. Such demand shall be deemed to have been duly made 5 (five) Paris Business Days after (and excluding) the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30pm (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

Amendments

14. This BNPP Guarantee constitutes the whole agreement relating to the subject matter hereof. No amendment or consensual cancellation of this BNPP Guarantee or any provision or term hereof shall be binding (save for a modification to the BNPP Guarantee which is of a formal, minor or technical nature or to comply with the mandatory provisions of the law of the jurisdictions in which BNPP is established) unless approved by Extraordinary Resolution of the Noteholders or with the prior written consent of Noteholders or the relevant Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point sixty-seven percent) in Nominal Amount of the Notes Outstanding from time to time and thereafter recorded in a written document signed by BNPP. Any waiver or relaxation or suspension given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

Governing law and jurisdiction

15. This BNPP Guarantee is governed by, and shall be construed in accordance with, French law and the competent courts within the jurisdiction of the Paris Court of Appeal (cour d'Appel de Paris) will be competent to settle any litigation or proceedings relating to this BNPP Guarantee.

Executed in Paris in one original, 5 September 2016.

BNP PARIBAS

USE OF PROCEEDS

Capitalised terms used in this section headed "Use of Proceeds" 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.

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

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

DESCRIPTION OF RCS INVESTMENT HOLDINGS LIMITED (the “Issuer”) and RCS CARDS PROPRIETARY LIMITED (the “Guarantor”)

1. INTRODUCTION

- 1.1. RCS Investment Holdings Limited (“**RCS IH**”) is the holding company of the following entities:
- 1.1.1. RCS Cards Proprietary Limited (“**RCS Cards**”);
 - 1.1.2. RCS Collections Proprietary Limited (“**RCS Collections**”);
 - 1.1.3. RCS Home Loans Proprietary Limited (“**RCS Home Loans**”);
 - 1.1.4. RCS Investment Holdings Namibia Proprietary Limited (“**RCS Namibia**”); and
 - 1.1.5. RCS Botswana Proprietary Limited (“**RCS Botswana**”).
- (collectively the “**RCS Group / RCS**”).

The RCS Group structure is dealt with in more detail below.

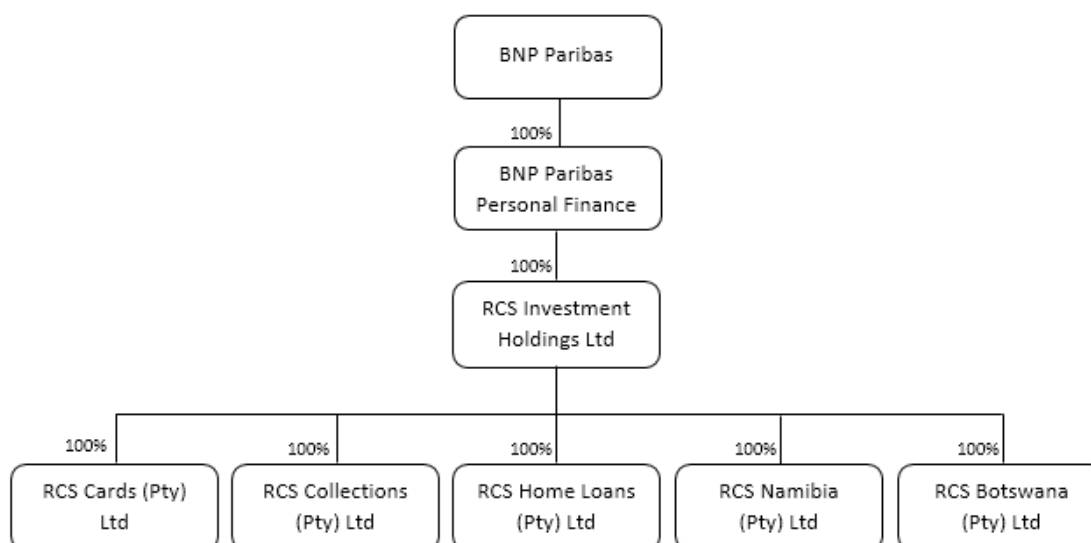
- 1.2. The RCS Group is a South African-based consumer finance group established in 1999. Previously, RCS IH was owned by two large South African companies. The Foschini Group, a leading South African retailer listed on the JSE, held 55% of the issued share capital of RCS, while Standard Bank of South Africa Limited, the largest bank in South Africa, held the remaining 45% (forty-five percent) of the share capital of RCS. In 2014, both Foschini and Standard Bank sold their shareholding in RCS IH to BNP Personal Finance S.A. (“**BNPP**”), a wholly-owned subsidiary of BNP Paribas S.A. (“**BNP Paribas**”). BNP Paribas is listed on the Euronext Paris exchange, and is currently one of the world’s largest banks.
- 1.3. The RCS Group has its head office in Cape Town, regional offices in all the major metropolitan areas and a wide demographic footprint across South Africa through over 21,000 retail partners that accept the RCS card. RCS also operates a small number of branches in Namibia and Botswana, given its association with the Game businesses in these countries.
- 1.4. RCS facilitates customer interaction through RCS-trained staff, in conjunction with retail partners (new account opening branches), RCS regional offices and branches within Game and Dion Wired stores. The RCS Group has a permanent staff complement of over 1,400 people.

2. BACKGROUND AND HISTORY

- 2.1. RCS began in 1999 as a specialist personal loans and niche credit card provider to specific retail sectors. Since then it has grown its product range to include general purpose cards (accepted across multiple industries), private label cards, co-branded cards, personal loans, insurance and home loans.
- 2.2. In 2006, RCS grew its product range with the introduction of home loans and a relationship with Queenspark to provide the first private label retail credit programme in their retail outlets. Shortly thereafter, RCS introduced standalone insurance offerings and the capability to provide a vehicle finance offering. In 2008, RCS acquired the financial services division of Massdiscounters, a division of Massmart Holdings Limited, taking over the ownership of the book and debtors’ management for all Game and Dion Wired retail outlets in South Africa, Namibia and Botswana.
- 2.3. In 2009, RCS acquired the A&D Spitz and Cape Union Mart debtors’ books and issued a Co-Branded Card as part of the retail offering in these stores. RCS continued to expand its retail card portfolios launching new private label card programmes in a number of retailers, including Massbuild (Builders Warehouse, Builders Trade Depot and Builders Express), Tekkie Town and Makro, Cotton On as well as launching co-branded card programmes for Busby Retail, Galaxy Jewellers, Coricraft, Tiger Wheel & Tyre, Verimark, CTM, Contempo, Cape Union Mart and Sunglass Hut.

3. OWNERSHIP AND CONTROL

3.1. Below is an organogram of RCS' shareholding structure as at the Programme Date:



3.2. RCS' operations are carried out by RCS IH's operating subsidiaries, the most significant of which is RCS Cards, which acquired the assets and assumed the liabilities of RCS Personal Finance Proprietary Limited (which entity is in the process of being de-registered) in 2013. RCS also has small operations in Botswana and Namibia (via RCS Botswana and RCS Namibia). In-house collections are done via RCS Collections.

4. REVIEW OF OPERATIONS/DESCRIPTION OF BUSINESS

The Issuer, RCS IH and its wholly-owned subsidiary, RCS Cards, contains the operational part of the RCS business by providing Transactional Finance and Fixed Term Finance, each of which is discussed below. RCS Cards is the Guarantor to the Programme.

4.1. Transactional Finance

4.1.1. Transactional Finance is focused on facilitating credit sales for retailers at the point of sale through:

4.1.1.1. an own-branded General-Purpose (credit) Card;

4.1.1.2. Co-Branded Cards; and

4.1.1.3. managing Private Label Card programmes.

4.1.2. In Transaction Finance, the RCS Group's main product is its own General Purpose (credit) Card, with over 315,000 active accounts with an average balance of approximately ZAR5,600. The RCS Group offers credit through over 21,000 merchant outlets, with cards issued at the point of sale and credit limits ranging between ZAR750 and ZAR40,000.

4.1.3. The Private Label Cards portfolio consists of the Queenspark card and the in-store credit offerings in Game, Dion Wired, Massbuild, Tekkie Town, Spitz, Cotton-on, Makro stores and recent also Stuttafords. The Co-Branded Cards portfolio includes Cape Union Mart, NWJ, Tiger Wheel & Tyre, Coricraft, Busby Retail, Sunglass Hut and Galaxy Jewellers. Through its Private Label and Co-Branded Cards, the RCS Group services an additional 740,000 active accounts.

4.1.4. The Transaction Finance division adopts a partnership model with its merchants and retail groups. All of the processing for credit vetting, customer management and collections are performed centrally by the RCS head office, however the extensive distribution network of merchants is utilised to acquire clients.

4.2. Fixed Term Finance

The Fixed Term Finance line of business provides term lending and insurance services under the RCS brand and includes personal loans, insurance and home loans. Personal loan products of up to ZAR125,000 may be granted, with loan maturities ranging between 1 and 5 years. Risk-based pricing is applied to all customers. All processing is performed centrally by the head office and products are marketed directly to the public via mail, e-mail, sms or telephone. The personal loans are predominantly used for home improvements and education.

5. **MANAGEMENT STRATEGY**

5.1. Core purpose

To improve people's lifestyles by being innovative in offering desirable and accessible credit products.

5.2. Vision

RCS aspires to be the most profitable and widely recognised consumer finance brand in Southern Africa.

5.3. Strategy

RCS' vision and core purpose has inspired our strategy and this has been distilled into the following key strategic drivers, which the RCS Group intends to deliver over the next 5 years:

- 5.3.1. RCS aims to grow its consumer finance brand within South Africa and in targeted African countries;
- 5.3.2. RCS aims to be a preferred provider of retail credit solutions by leveraging retail networks;
- 5.3.3. RCS will broaden its channels to facilitate customer engagement;
- 5.3.4. RCS will have a diversified product mix throughout the customer life-cycle, balancing interest and non-interest revenue resulting in sustainable profits;
- 5.3.5. the RCS customer experience will be a pleasure;
- 5.3.6. RCS will drive enterprise efficiency through leveraging technology and processes;
- 5.3.7. RCS will improve business insight through data driven decisions for sustainable growth;
- 5.3.8. RCS will be a great place to work with high calibre, competent people who exude positive energy and are meaningfully engaged;
- 5.3.9. RCS aims to be an attractive investment proposition with good quality assets; and
- 5.3.10. RCS will be active in the development of communities and in sustaining the environment.

6. **RISK MANAGEMENT**

6.1. Risk management philosophy

- 6.1.1. The RCS Group views risks as an inherent part of running a successful business. Risks are not only mitigated but are also analysed and investigated for opportunities. Successful risk management therefore entails understanding which risks can enhance shareholder values and which risk are incidental and potentially value destroying.
- 6.1.2. The RCS Group business model focus primarily on underwriting unsecured credit risk whilst trying to minimise or avoid all other risk types.
- 6.1.3. The following is an illustration of the risk management process within the RCS Group:



6.2. Major types of risk

Risks are compiled on an annual basis and reviewed quarterly. The major groups of risks are set out below in the table below.

Of the risks above, the principal risks to which the RCS Group is exposed and which it manages actively are defined as follows:

6.2.1. Credit risk

The risk of loss to the RCS Group as a result of the failure by a client or counterparty to meet its contractual obligations to the RCS Group.

6.2.2. Liquidity risk

The risk that the RCS Group is unable to meet its payment obligations when they fall due. This may be caused by the RCS Group's inability to liquidate assets or to obtain funding to meet its liquidity needs.

6.2.3. Capital Adequacy

The risk that the RCS Group is not capitalised in a manner consistent with the RCS Group's risk profile, regulatory standards and economic capital standards.

6.2.4. Market risk

The risk of a change in the actual or effective market value or earnings of a portfolio of financial instruments caused by adverse movements in market variables such as equity, bond and commodity prices, currency exchange rates and interest rates, credit spreads, recovery rates, correlations and implied volatilities in all of the above.

6.2.5. Operational risk

The risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This includes information and legal risk but excludes reputational and strategic risk.

6.2.6. Business risk

The risk of loss, usually from inflexible cost structures or inefficiencies, due to adverse operating conditions caused by market-driven pressures such as decreased demand, increased competition or cost increases, and by specific causes such as poor choice of

strategy, reputational damage or the decision to absorb costs or losses to preserve reputation.

6.2.7. Reputational risk

Reputational risk results from damage to the RCS Group's image which may impair its ability to retain and generate business. The damage may result from a breakdown of trust, confidence or business relationships. Safeguarding the RCS Group's reputation is of paramount importance to its continued success and is the responsibility of every member of staff.

6.3. Internal Controls and Audit

6.3.1. The board of directors is responsible for the RCS Group's systems of internal control. Effective internal control systems have been implemented and are continuously evaluated:

6.3.1.1. to provide reasonable assurance as to the integrity and reliability of the financial statements;

6.3.1.2. to safeguard, verify and maintain accountability of its assets;

6.3.1.3. to detect and minimise fraud, potential liability, loss and material misstatement; and

6.3.1.4. to ensure compliance with applicable legislation and regulations.

6.4. Compliance with these laid-down standards rests within each business area and is monitored via internal and external audit checks.

6.5. The RCS internal audit function is currently performed by KPMG and is managed by the RCS IH Audit and Risk Committee, which reports directly to the RCS board of directors. An Internal Audit Charter, approved by the audit committee and conforming to the International Standards for the Professional Practice of Internal Auditing, determines the mission and scope of the internal audit function.

7. **BOARD OF DIRECTORS**

The RCS Group has a unitary board structure and the roles of chairman and chief executive are separate and distinct. The chairman is an independent non-executive director. The number and calibre of non-executive directors on the board ensures that sufficient independence is brought to bear on decision making.

7.1.1. The role of the Board is:

7.1.1.1. devising the strategic policy of the RCS Group;

7.1.1.2. devising the business plan of the RCS Group;

7.1.1.3. approval of all budgets;

7.1.1.4. identifying and / or approving strategic opportunities to expand the RCS Group's business;

7.1.1.5. approving strategies to improve the RCS Group's performance;

7.1.1.6. delegating authority levels for the RCS Group;

7.1.1.7. setting the RCS Group's credit governance structure and ensuring there are clearly defined mandates and delegated authorities to the credit and risk committees discussed below;

7.1.1.8. reviewing the RCS Group credit portfolio, including trends and provisions and ensuring alignment with the RCS Group's credit strategy and risk appetite; and

7.1.1.9. vetting key human resources, appointments and remuneration strategies.

7.1.2. Frequency of meetings

Quarterly

7.1.3. Members of RCS IH's Board as at the Programme Date:

7.1.3.1. Chairman:

Benoit Cavalier (BNPP)

More than 25 years' experience within consumer finance and banking. Currently Regional Head for BNPP, with other experience including CFO position at Renaissance Credit, Russia and CFO at Laser Group, France. Appointed to RCS Board in August 2014.

7.1.3.2. Executive Directors:

Regan Adams – Chief Executive Officer (RCS)

Industry experience since 1999 with American Express, Capital One, and PIC Solutions. Joined the RCS Group in May 2004.

Chris de Wit – Chief Financial Officer (RCS)

Industry experience since 2004 with Truworths. Joined the RCS Group in May 2008.

7.1.3.3. Non- Executive Directors:

Alain van Groenendael (BNPP)

25 years' experience within consumer finance and banking. Currently Deputy CEO for BNPP, with other experience including executive and management roles within leading organisations (including Citibank and ABN Ambro). Appointed to RCS Board in August 2014.

Schalk van der Merwe (RCS)

Industry experience since 1995 with The Foschini Group and Woolworths Financial Services. Joined the RCS Group in January 2006 to start the Home Loans business. Appointed to RCS Board in August 2007.

Vikas Khandelwal (BNP Paribas)

Serves as the Country Head of the Regional Office of BNP Corporate & Investment Bank since 2016 (CEO of BNP Paribas South Africa). Appointed to the RCS Board in August 2016.

Edwin Oblowitz (Independent)

Serves as the CEO of the South African operations of Stonehage Financial Services (Pty) Ltd. Currently serves on the boards of Trencor Ltd and Sun International Ltd.

Isabelle Perret-Noto (BNPP)

Serves as the Head of Legal and Compliance of BNPP.

7.1.3.4. Company Secretary:

Guy Harker

Practiced as a corporate and commercial services attorney at Mallinicks Inc and thereafter Webber Wentzel. Joined RCS in March 2009.

Business address

RCS Building

Golf Park

Raapenberg Road

Mowbray

7700

7.1.4. Members of the Board of each of the South African subsidiaries:

7.1.4.1. Benoit Cavalier (non-executive director and chairman);

7.1.4.2. Regan Adams (executive director and CEO);

7.1.4.3. Chris de Wit (executive director and CFO); and

7.1.4.4. Veronique Berthout (alternate director in respect of Benoit Cavalier).

8. CORPORATE GOVERNANCE AND REGULATORY FRAMEWORK

8.1. Introduction

8.1.1. RCS IH is a subsidiary of BNPP, the ultimate holding company being BNP Paribas

8.1.2. The principles of the King III Report on Governance and Code of Governance Principles (“**King III**”) provide the standards for the RCS Group governance framework and practices. The RCS Group is guided by this framework. The framework enables the board to fulfil its role of providing oversight and strategic counsel in balance with its responsibility to ensure conformance with regulatory requirements and acceptable risk tolerance parameters.

8.2. Regulatory Environment

Compliance with all applicable legislation, regulations, standards and codes is an essential characteristic of the RCS Group culture. The board monitors compliance with these by means of management reports, which include information on any significant interaction with key stakeholders, including the main regulator of the RCS Group, namely the National Credit Regulator, which was established and regulated by the National Credit Act, Act No. 35 of 2005, as amended. The RCS Group operates in a highly regulated environment and accordingly legislative compliance is of utmost importance to the RCS Group. The RCS Group is not a deposit taking institution and hence does not fall under the Banks Act.

The following are the major legislative frameworks, regulations and codes that affect the RCS Group:

8.2.1. National Credit Act, Act No. 35 of 2005, as amended (the “**NCA**”)

8.2.1.1. The NCA, passed into law in March 2006 and implemented in June 2007, sets out a complete set of regulations governing the extension of credit to consumers, including key practices such as:

8.2.1.1.1. standards regarding advertising credit;

8.2.1.1.2. the procedure for granting credit, and financial history/affordability analysis;

8.2.1.1.3. the documentation required to grant credit;

8.2.1.1.4. minimum lending criteria;

8.2.1.1.5. rules regarding the calculation of interest; and

8.2.1.1.6. maximum allowable interest rate and cost of credit.

8.2.1.2. Also included in the NCA are the provisions and procedure relating to debt counselling and debt-restructuring.

8.2.2. Financial Services Board Act, 97 of 1990

The Financial Services Board (FSB) is a regulatory board, which was established in terms of the Financial Services Board Act, 97 of 1990. The FSB is an independent institution established to oversee the South African Non-Banking Financial Services Industry in the public interest. The FSB is committed to the fair treatment of both users and providers of financial products and services in South Africa.

8.2.3. The Companies Act , 71 of 2008, as amended (“**Companies Act**”)

Companies Act was signed into law on 8 April 2009 and became operative from 1 May 2011. The Companies Act inter alia provide for the incorporation, registration, organisation and management of companies. The purpose of the Companies Act include, inter alia, to:

8.2.3.1. balance the rights and obligations of shareholders and directors within companies;

8.2.3.2. encourage the efficient and responsible management of companies; and

8.2.3.3. provide a predictable and effective environment for the efficient regulation of companies.

- 8.2.4. The Consumer Protection Act, 68 of 2008, as amended (the “**CPA**”)
- 8.2.4.1. The CPA was assented to on 27 April 2009 and commenced on 1 April 2011.
- 8.2.4.2. The CPA aims to promote a fair, accessible and sustainable marketplace for consumer products and services and, for that purpose, to establish national norms and standards relating to consumer protection. The CPA applies to the delivery of goods and services, and introduces a formal set of consumer rights into law by referring to eight specific consumer rights, namely the right to:
- 8.2.4.2.1. equality in the consumer marketplace;
- 8.2.4.2.2. privacy;
- 8.2.4.2.3. choose;
- 8.2.4.2.4. disclosure and information;
- 8.2.4.2.5. fair and responsible marketing;
- 8.2.4.2.6. fair and honest dealing;
- 8.2.4.2.7. fair, just and reasonable terms and conditions; and
- 8.2.4.2.8. fair value, good quality and safety.
- 8.2.5. Protection of Personal Information Act, 2013 (“**POPI**”)
- 8.2.5.1. POPI was signed into law by the President in November 2013. Although POPI is law, most of its provisions have not yet come into effect and will come into effect on a date to be determined by the President. POPI aims to promote the protection of personal information processed by public and private bodies. When POPI comes into force it should provide for comprehensive regulation of all aspects of the collection, use, disclosure, storage of and access to personal information.
- 8.2.5.2. POPI introduces into law eight Information Protection Principles, namely:
- 8.2.5.2.1. Processing limitation;
- 8.2.5.2.2. Purpose specification;
- 8.2.5.2.3. Further processing limitation;
- 8.2.5.2.4. Information quality;
- 8.2.5.2.5. Openness;
- 8.2.5.2.6. Security and safeguards;
- 8.2.5.2.7. Individual participation; and
- 8.2.5.2.8. Accountability.
- 8.2.6. Financial Advisory and Intermediary Services Act, 37 of 2002 as amended (“**FAIS**”)
- 8.2.6.1. FAIS legislation impacts on the financial services industry and aims to regulate the giving of advice and intermediary services supplied to consumers. All financial services providers are required to be registered with the FSB.
- 8.2.6.2. FAIS aims to protect consumers of financial services and products, as well the industry and intermediaries. Service providers are required to be trained in order to provide appropriate advice to consumers as well as ascertain their financial needs and to also assist consumers in making informed financial choices.
- 8.2.7. Financial Intelligence Centre Act, 38 of 2001, as amended (“**FICA**”)
- 8.2.7.1. The regulatory framework of FICA requires 'know your client', record-keeping and reporting obligations for institutions. It also requires accountable institutions to develop and implement internal rules to facilitate compliance with these obligations.
- 8.2.7.2. The Financial Intelligence Centre was established in order to identify the proceeds of unlawful activities and to combat money laundering activities. The Financial Intelligence Centre aims to meet its objectives by making information collected by it

available to investigating authorities (the South African Police Services (SAPS), the National Prosecuting Authority through the Directorate of Special Operations and the Asset Forfeiture Unit, the intelligence services and the South African Revenue Service (SARS). The Financial Intelligence Centre will also exchange information with similar bodies in other countries.

8.2.8. Debt Collectors Act, 114 of 1998, as amended (the “**Debt Collectors Act**”)

The Debt Collectors Act, amongst other things, provides for the exercise of control over the occupation of debt collectors, regulates the recovery of fees or remuneration by registered debt collectors and provides for allied issues in connection with debt collectors.

8.2.9. King III

8.2.9.1. King III applies to all corporate entities, regardless of nature, size or form of incorporation, and will comprise specific principles in the Code and best practice recommendations in the Report. The governance framework adopted under King III is “apply or explain”.

8.2.9.2. The key principles of King III are leadership, sustainability, corporate citizenship and integration. The key risk and reporting implications centre around integrated reporting, combined assurance, annual review of internal financial statements, risk-based internal audit and IT governance. Together, the Companies Act and King III are set to promote more stringent standards of corporate governance and greater director accountability.

8.2.9.3. King III provides the standard for the Issuer’s corporate governance framework and practices. Given the importance to the Issuer of having a sound corporate governance framework in place, it complies with King III in all respects, save for the fact that:

8.2.9.3.1. the majority of the board does not consist of non-executive directors;

8.2.9.3.2. the majority non-executive directors are not independent;

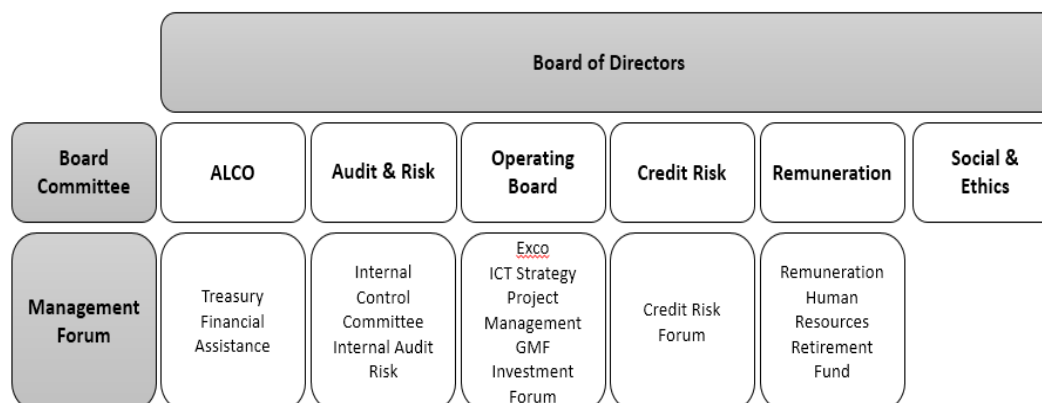
8.2.9.3.3. one third of the non-executive directors do not rotate every year; and

8.2.9.3.4. the salaries of the three most highly-paid employees, who are not directors, are not disclosed.

8.2.9.4. RCS IH is a public company which is privately held by BNPP, a listed entity. Accordingly, the Issuer’s areas of non-compliance with the King III principles (as set out in paragraph 8.2.9.3 above) are not deemed to be a risk factor and are in the RCS Group’s best interests from an operating perspective. The corporate governance framework adopted by the Issuer enables each RCS Group company’s board of directors (the “**Board**”) to fulfil their role of providing oversight and strategic counsel to the business, based on the King III corporate governance principles, in balance with their responsibility to ensure adherence to regulatory requirements and acceptable risk tolerance parameters..

9. BOARD COMMITTEES

The board of directors has delegated specific responsibilities to board committees. The Board Audit Committee and Social and Ethics Committee have their own terms of reference that define their powers and duties. The board committees meet independently and report back to the board through their chairmen.



9.1. RCS Group Operating Board Committee

9.1.1. The role of the Board is:

- 9.1.1.1. Day to day management and co-ordination of the RCS Group in accordance with the parameters determined by the Board;
- 9.1.1.2. Prepare draft operating budgets and business plans for Board approval;
- 9.1.1.3. Prepare strategic initiatives for consideration by the Board;
- 9.1.1.4. Identify future opportunities for the RCS Group (including business and product innovation);
- 9.1.1.5. Resolve operational problems of the RCS Group;
- 9.1.1.6. Prepare management accounts and operational reports for the Board as well as other reports, data and information that the Board requires to assess the RCS Group activities;
- 9.1.1.7. Review products, systems and market needs of the RCS Group; and
- 9.1.1.8. Make general recommendations to the Board regarding the RCS Group.

9.2. Frequency of meetings

Monthly except for the month in which the board of directors meets.

9.3. RCS IH Credit Risk Committee

9.3.1. The role of the Credit Committee is:

- 9.3.1.1. maintaining credit policies in adherence to Board parameters;
- 9.3.1.2. reporting on quality of book and key risk indicators - including: applications for credit, approvals;
- 9.3.1.3. age analysis, vintage analysis, bad debts and recoveries, portfolio reviews;
- 9.3.1.4. compliance with credit and other applicable regulations;
- 9.3.1.5. collections management;
- 9.3.1.6. advising on changes and improvements to credit systems and applications; and
- 9.3.1.7. credit risk reporting to the Board

9.4. Frequency of meetings

Monthly

9.5. RCS IH Audit and Risk Committee

9.5.1. The role of the Audit and Risk committee is to:

9.5.2. review the effectiveness of the RCS Group's systems of internal control, including internal financial control and business risk management, and to ensure that effective internal control systems are maintained;

9.5.3. ensure that written representations on internal control are submitted to the board annually by all divisional managing directors and general managers (these representations follow consultations with relevant line management and provide assurance on the adequacy and effectiveness of the RCS Group's systems of internal control);

9.5.4. monitor and supervise the effective functioning and performance of the internal auditors;

9.5.5. ensure that the scope of the internal audit function has no limitations imposed by management and that there is no impairment of their independence;

9.5.6. evaluate the independence, effectiveness and performance of the external auditors and to obtain assurance from the auditors that adequate accounting records are being maintained;

9.5.7. ensure that the respective roles and functions of external audit and internal audit are sufficiently clarified and co-ordinated; and

9.5.8. review financial statements for proper and complete disclosure of timely, reliable and consistent information and to confirm that the accounting policies used are appropriate.

9.6. Frequency of meetings

Tri-annually

9.7. Members

The committee consists of at least 3 non-executive directors. Executive directors, members of executive management, internal audit and the external audit partners and staff attend meetings at the invitation of the committee. Independent of management, members of this committee meet separately with the external auditors.

9.8. RCS IH Remuneration Committee

9.8.1. The role of the Remuneration committee is:

Determine remuneration, bonus schemes and share option schemes for senior executives of the RCS Group as defined by the Board.

9.8.2. Frequency of meetings

Annually

9.9. RCS Asset and Liability Committee

9.9.1. The mandate and role of the Asset and Liability Committee:

The RCS Asset and Liability Committee (ALCO) is an executive management committee, mandated by the Board to manage all affairs pertaining to liquidity risk (including off-balance sheet exposures), interest rate risk, foreign currency risk and group capital. ALCO executes its responsibilities by establishing, implementing and enhancing the framework, policies, limits and guidelines to manage mandated risks, recognising the strategic objectives and risk appetite of RCS. While RCS is not governed by any external regulations specific to ALCO, the development of the business' internal ALCO policy is guided by various regulations, global practices and frameworks. Where appropriate, these have been adapted to be commensurate with the business' relative size and level of sophistication.

9.9.2. Frequency of meetings

Quarterly

- 9.10. RCS IH Social and Ethics Committee
 - 9.10.1. The role of the Social and Ethics committee is to:
 - 9.10.1.1. monitor the RCS Group's social and economic development;
 - 9.10.1.2. monitor and report on the manner and extent to which RCS protects and invests in the economy, society and the natural environment in which it operates in order to ensure that its business practices are sustainable; and
 - 9.10.1.3. review and consider local economic development opportunities to enable historically-disadvantaged South African's to develop economically.
 - 9.10.2. Frequency of meetings
 - Tri-annually
- 9.11. RCS Group Operational Forums
 - 9.11.1. RCS Operating Board Committee Management Forums:
 - 9.11.1.1. EXCO Weekly Alignment Forum;
 - 9.11.1.2. Monthly General Management Forum;
 - 9.11.1.3. Project Management Forum;
 - 9.11.1.4. Marketing Forum;
 - 9.11.1.5. Pricing Forum;
 - 9.11.1.6. Campaign Management Forum;
 - 9.11.1.7. Operations Management Forum;
 - 9.11.1.8. ICT Strategy (Technology Management); and
 - 9.11.1.9. Investment Forum.
 - 9.12. RCS IH Credit Committee Management Forums:
 - 9.12.1. Collections and Recoveries Forum;
 - 9.12.2. Fraud Forum; and
 - 9.13. RCS IH Audit and Risk Committee Management Forums:
 - 9.13.1. Internal Audit & Risk Forum; and
 - 9.13.2. Internal Control Committee (Compliance Monitoring Forum feeds into the Internal Control Committee)
 - 9.14. RCS IH Remuneration Committee Management Forums:
 - 9.14.1. Internal Remuneration Committee;
 - 9.14.2. Human Resources Committee; and
 - 9.14.3. Retirement Fund Trustees.
 - 9.15. RCS IH Asset and Liability Committee Management Forums:
 - 9.15.1. Treasury Forum; and
 - 9.15.2. Financial Assistance Forum.

INVESTOR CONSIDERATIONS

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

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it, or which it may not currently be able to anticipate. Accordingly, the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive.

Prospective investors should also read the detailed information set out elsewhere in this Programme Memorandum to reach their own views prior to making any investment decision.

References below to the "Terms and Conditions", in relation to Notes, shall mean the "Terms and Conditions of the Notes" set out under the section of this Programme Memorandum headed "Terms and Conditions of the Notes".

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

Risks Relating to the Notes

The Notes may not be a suitable investment for all investors

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

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

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

the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

There may not be an active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. There is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The Notes may be redeemed prior to maturity

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

In addition, if in the case of any particular Tranche of Notes the Applicable Pricing Supplement specifies that the Notes are redeemable at the Issuer's option in certain other circumstances, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

Because uncertificated Notes are held by or on behalf of the CSD, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

Notes issued under the Programme which are listed on the Interest Rate Market of the JSE or such other or additional Financial Exchange and/or held in the CSD may, subject to Applicable Laws and the Applicable Procedures, be issued in uncertificated form. Unlisted Notes may also be held in the CSD in uncertificated form. Notes held in the CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement system of the CSD. Except in the limited circumstances described in the Terms and Conditions, investors will not be entitled to receive Individual Certificates. The CSD will maintain records of the Beneficial Interests in Notes and/or issued in uncertificated form, which are held in the CSD (whether such Notes are listed or unlisted). Investors will be able to trade their Beneficial Interests only through the CSD and in accordance with the Applicable Procedures.

Payments of principal and/or interest in respect of uncertificated Notes will be made to the CSD or the Participants and the Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the CSD or the Participants for distribution to their account holders. A holder of a Beneficial Interest in uncertificated Notes, whether listed or unlisted, must rely on the procedures of the CSD to receive payments under the relevant Notes. Each investor shown in the records of the CSD or the Participants, as the case may be, shall look solely to the CSD or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, such Beneficial Interests.

Holders of Beneficial Interests in uncertificated Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the CSD to appoint appropriate proxies.

Recourse to the BESA Guarantee Fund Trust

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

Credit Rating

The Programme, a Guarantor and/or Tranches of Notes issued under the Programme, as the case may be, may be rated or unrated. A Rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

Risks related to the structure of the particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

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

Index-Linked and Dual Currency Notes

The Issuer may issue Notes the terms of which provide for interest or principal payable in respect of such Notes to be determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “**Relevant Factor**”) or with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

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

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Notes issued at a substantial discount or premium

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

Variable Rate Notes with a multiplier or other leverage factor

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

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate may at any time be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes where denominations involve integral multiples: Individual Certificates

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive an Individual Certificate in respect of such holding and would need to purchase a Principal Amount of Notes such that its holding amounts to a minimum Specified Denomination.

If Individual Certificates are issued, holders should be aware that Individual Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Modification and waivers and substitution

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

EU Resolution and Recovery Directive

On 15 May 2014, Directive 2014/59/EU of the European Parliament and of the Council providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") entered into force. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

The BRRD provides that it will be applied by Member States from 1 January 2015, except for the general bail-in tool which is to be applied from 1 January 2016.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business – which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply; (ii) bridge institution – which enables resolution authorities to transfer all or part of the business of the firm to a "*bridge institution*" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation – which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution

tool only); and (iv) bail-in – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims including notes to equity (the "general bail-in tool"), which equity could also be subject to any future cancellation, transfer or dilution by application of the general bail-in tool.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The powers set out in the BRRD impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. The impact of the BRRD and its implementing provisions on credit institutions is currently unclear but its current and future implementation and application to BNP Paribas or the taking of any action under it could materially affect the activity and financial condition of BNP Paribas and the value of any Notes.

As a result of the implementation of BRRD, holders of Notes may be subject to write-down or conversion into equity on any application of the general bail-in tool, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of Notes, the price or value of their investment in any Notes and/or the ability of BNP Paribas to satisfy its obligations under the Guarantee.

The implementation of the BRRD in France was made by two main texts of legislative nature. First, the banking law dated 26 July 2013 regarding the separation and the regulation of banking activities (Loi de séparation et de régulation des activités bancaires) (as modified by the ordonnance dated 20 February 2014 (Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière)) (the "**Banking Law**") had anticipated the implementation of the BRRD. Secondly, Ordinance no. 2015-1024 dated 20 August 2015 (Ordonnance no 2015-1024 du 20 août 2015 portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière) (the "**Ordinance**") published in the Official Journal on 21 August 2015 has introduced various provisions amending and supplementing the Banking Law to adapt French law to European Union legislation regarding financial matters. Many of the provisions contained in the BRRD were already similar in effect to provisions contained in the Banking Law. Decree no. 2015-1160 dated 17 September 2015 and three orders dated 11 September 2015 (décret et arrêtés) implementing provisions of the Ordinance regarding (i) recovery planning, (ii) resolution planning and (iii) criteria to assess the resolvability of an institution or group, have been published on 20 September 2015 to mostly implement the BRRD in France. The precise changes which will be made by future decree(s) and order(s) remain unknown at this stage.

The impact of the BRRD and its implementing provisions on credit institutions, including BNP Paribas, is currently unclear but its current and future implementation and application to BNP Paribas or the taking of any action under it could materially affect the activity and financial condition of BNP Paribas and the value of any Notes.

The French Code monétaire et financier, as amended by the Ordinance also provides that in exceptional circumstances, where the general bail-in tool is applied, the relevant resolution authority may exclude or partially exclude certain liabilities from the application of the write-down or conversion powers, in particular where: (a) it is not possible to bail-in that liability within a reasonable time; (b) the exclusion is strictly necessary and is proportionate to achieve the continuity of critical functions and core business lines of the institution under resolution; (c) the exclusion is strictly necessary and proportionate to avoid giving rise to widespread contagion, which would severely disrupt the functioning of financial markets, including of financial market infrastructures, in a manner that could cause a serious disturbance to the economy of a Member State of the European Union or of the European Union; or (d) the application of the general bail-in tool to those liabilities would cause a destruction in value such that the losses borne by other creditors would be higher than if those liabilities were excluded from bail-in. Consequently, where the relevant resolution authority decides to exclude or partially exclude an eligible liability or class of eligible liabilities, the level of write down or

conversion applied to other eligible liabilities when not excluded, may be increased to take account of such exclusions. Subsequently, if the losses that would have been borne by those liabilities have not been passed on fully to other creditors, the French "Resolution and Deposits Guarantee Fund" (Fonds de garantie des dépôts et de résolution) or any other equivalent arrangement from a Member State, may make a contribution to the institution under resolution, under certain limits, including the requirement that such contribution does not exceed 5% of the global liabilities of such institution to (i) cover any losses which have not been absorbed by eligible liabilities and restore the net asset value of the institution under resolution to zero and/or (ii) purchase shares or other instruments of ownership or capital instruments in the institution under resolution, in order to recapitalise the institution. The last step - if there are losses left - would be an extraordinary public financial support through additional financial stabilisation tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework. An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The powers set out in the BRRD will impact how credit institutions, including BNP Paribas, and investment firms are managed as well as, in certain circumstances, the rights of creditors. In particular, creditors may be subject to write-down (including to zero) or conversion into equity on any application of the general bail-in tool (including amendment of the terms of securities such as a variation of their maturity), which may result in such creditors losing some or all of their investment. The exercise of any power under the BRRD as applied to BNP Paribas or any suggestion of such exercise could, therefore, materially adversely affect the rights of Noteholders, the price or value of their investment in any Notes and/or the ability of BNP Paribas, acting as Guarantor to satisfy its obligations under the Guarantee.

The powers currently set out in the BRRD and its implementation in the French Code monétaire et financier are expected to impact how credit institutions, including BNP Paribas, and large investment firms are managed as well as, in certain circumstances, the rights of creditors. For Member States (including France) participating in the Banking Union, the Single Resolution Mechanism (the "SRM") fully harmonises the range of available tools but Member States are authorized to introduce additional tools at a national level to deal with crises, as long as they are compatible with the resolution objectives and principles set out in the BRRD.

The Single Resolution Board works in close cooperation with the ACPR, in particular in relation to the elaboration of resolution planning, and assumes full resolution powers since 1 January 2016. It is not yet possible to assess the full impact of the BRRD and the French law provisions implementing the BRRD on BNP Paribas and there can be no assurance that its implementation or the taking of any actions currently contemplated in it will not adversely affect the rights of Noteholders, the price or value of their investment in the Notes and/or the ability of BNP Paribas to satisfy its obligations under the Guarantee.

Since November 2014, the European Central Bank ("**ECB**") has taken over the prudential supervision of significant credit institutions in the member states of the Eurozone under the SSM. In addition, a SRM has been put in place to ensure that the resolution of banks across the Eurozone is harmonised. As mentioned above, the SRM is managed by the SRB. Under Article 5(1) of the SRM Regulation, the SRM has been granted those responsibilities and powers granted to the member states' resolution authorities under the BRRD for those banks subject to direct supervision by the ECB. The ability of the SRB to exercise these powers came into force at the start of 2016.

BNP Paribas has been designated as a significant supervised entity for the purposes of Article 49(1) of the SSM Regulations and is consequently subject to the direct supervision of the ECB in the context of the SSM. This means that BNP Paribas is also subject to the SRM which came into force in 2015. The SRM Regulation mirrors the BRRD and, to a large part, refers to the BRRD so that the SRB is able to apply the same powers that would otherwise be available to the relevant national resolution authority.

Change of law

The Notes are governed by, and will be construed in accordance with, South African law in effect as at the Programme Date. No assurance can be given as to the impact of any possible judicial decision or change to South African law or administrative practice in South Africa after the Programme Date.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

U.S. Foreign Account Tax Compliance Act

The U.S. "Foreign Account Tax Compliance Act" (or "**FATCA**") imposes a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, and (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime. The Issuer is classified as a financial institution for these purposes. If an amount in respect of such withholding tax were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected. Prospective investors should refer to the section "*Taxation – Foreign Account Tax Compliance Act*".

Risks Relating to the Issuer's Business

Risk management

The Issuer is exposed to commercial and market risks in the ordinary course of its business. The most significant of these risks is credit risk, interest rate risk, liquidity risk and operational risk. Credit risk is the risk of loss due to the non-performance of the borrower to repay the financial obligation as a result of the deterioration in the financial position of such borrower. Interest rate risk is the sensitivity of the financial performance and/or the financial position of the Issuer due to unexpected movement in the interest rate. Liquidity risk is the risk of not being able to meet funding or trading obligations as they become due. Operational risk is the risk of incurring loss as a result of inadequate or failed policies and procedures, people, or from external events.

Whilst the Issuer believes that they have implemented appropriate systems and controls to mitigate such risks, investors should be aware that the failure to control such risks could have a negative impact on the performance and reputation of the business.

Focus on the South African consumer market results in a geographic concentration risk

The Issuers operations are mainly focused on the South African market, with small new businesses having been established in Botswana and Namibia, whose economies rely, to some extent, on that of South Africa. The Issuer therefore faces a geographic concentration risk. Any adverse effects on the Southern African economy are likely to have an adverse impact on the loan portfolio and thereby operating performance.

The Issuer may require additional capital in the future for growth

The Issuer cannot make assurances that it will be able to generate sufficient cashflow internally, or obtain alternative sources of capital on favourable terms. Growth potential may be hindered by reduced access to capital. A lending business of this nature is dependent on internally generated cashflow or access to capital to grow the loan books on which it derives profits.

Liquidity risk

The Issuers ability to make scheduled payments on or to refinance debt obligations depends on the financial position and operating performance of the operational entities, which is subject to the economic climate at the time, and may be out of the Issuers control. RCS Cards makes the largest contribution to the RCS Group cashflow used to meet the debt obligations. The Issuer cannot make assurances that RCS Cards and other operational subsidiaries will generate sufficient cashflow to satisfy the debt obligations. This could place liquidity risk on the business.

Issuers' success is dependent on key members of management, the loss of which could have an adverse impact on their business

The leadership team has a good mix of experience in financial services and retail. They also have extensive experience in establishing and building new businesses – all having been part of the development of a number of the RCS Group business entities over the years. The loss of such intellectual capital could have an adverse impact on the business.

A system failure could cause delays or interruptions in service which could cause us to lose clients

The centralised nature of the businesses processing is reliant on a functional information technology platform. In the event that the information technology platform is disrupted, this would negatively impact on the level of service that is rendered to clients. The Issuer cannot guarantee that clients would not seek alternative funding channels due to reduced service levels.

Being unable to keep up with developments in technology may adversely affect business

As a service provider that is reliant on technology to ensure appropriate levels of service, keeping abreast of developments in technology utilised in the industry is essential for a sustainable business.

Risks Relating to the Consumer Finance Industry

Increased competition in consumer finance space could lead to difficult trading conditions

Profit margins generated in the consumer finance industry may be an attractive incentive for new entrants into the market. Competition may increase in some or all of the Issuer's principal markets and may have an adverse effect on its financial condition and the results of its operations.

Long term product margins and access to credit for the consumer may be adversely impacted if a lower interest rate environment prevails

The significant reduction in interest rates over a very short space of time resulted in a significant decline in risk appetite across the market. This was the result of the maximum prescribed interest rate according to the National Credit Act, 2005 reducing at a factor of 2.2 for every 1% (one percent) decrease in the repo rate. The result translated in a reduction in credit extension to medium and higher risk consumers.

Business may be adversely impacted by the financial position and performance of consumers

The global financial crisis resulted in many consumers either losing their employment as companies sought to reduce expenditure by decreasing headcount, or many of those that did not lose their job were not given an increase or bonus. As the cost of living increases there is reduced disposable income to either service existing debt, or against which new loans can be advanced

Risks Relating to BNP Paribas and its industry

See Chapter 5 ("*Risks and Capital Adequacy*") contained on pages 233 to 398 of the BNPP 2015 Registration Document which is incorporated by reference under the section headed "*Documents Incorporated by Reference*", page 65 and 66 to 71 of the First Update to the BNPP 2015 Registration Document which is incorporated by reference under the section headed "*Documents Incorporated by Reference*", and page 3 to 67 of the Second Update to the BNPP 2015 Registration Document which is incorporated by reference under the section headed "*Documents Incorporated by Reference*".

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

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

Notes listed on the Interest Rate Market of the JSE and/or held in the CSD

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE in uncertificated form will be held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.

Clearing systems

Each Tranche of Notes listed on the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the Applicable Procedures for the time being of the JSE and the CSD through the electronic settlement system of the CSD. Such Notes will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD.

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

Participants

The CSD maintains accounts only for Participants. As at the Programme Date, the Participants which are approved by the JSE, in terms of the listing requirements of the JSE, as Settlement Agents to perform electronic settlement of funds and scrip are Citibank N.A. South Africa Branch; FirstRand Bank Limited; Nedbank Limited; Standard Chartered Bank, Johannesburg Branch; Société Générale, Johannesburg Branch; The Standard Bank of South Africa Limited and the South African Reserve Bank. Euroclear, as operator of the Euroclear System, and Clearstream will settle offshore transfers in the Notes through their Participants.

Settlement and clearing

Participants will be responsible for the settlement of scrip and payment transfers through the CSD, the JSE and the South African Reserve Bank.

While a Tranche of Notes is held in the CSD, the relevant Participant(s) will be named in the Register as the Noteholder(s) of the Notes in that Tranche in accordance with the Applicable Procedures. Notwithstanding this, all amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD for the holders of Beneficial Interests in such Notes.

In relation to each Person shown in the records of the CSD as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD as to the Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. The CSD will be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Notes for all purposes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or held in uncertificated form will be made to the CSD, which in turn will transfer such funds, via the Participants, to the holders of Beneficial Interests. Each of the Persons reflected in the records of the CSD as the holders of Beneficial Interests in Notes shall look solely to the CSD for such Person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the CSD.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or held in uncertificated form will be recorded by the CSD, distinguishing between interest and principal, and such record of payments by the CSD shall be *prima facie* proof of such payments.

Transfers and exchanges

Subject to the Applicable Laws, title to Beneficial Interest held by clients of Participants indirectly through such Participants will be freely transferable and pass on transfer thereof by electronic book entry in the securities accounts maintained by such Participants for such clients. Subject to the Applicable Laws, title to Beneficial Interests held by Participants directly through the CSD will be freely transferable and pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such Participants. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.

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

Records of payments, trust and voting

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

BESA Guarantee Fund Trust

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

Notes listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE

Each Tranche of Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange. The settlement and redemption procedures for a Tranche of Notes which is listed on any Financial Exchange (other than or in addition to the JSE) 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 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 Dealer has in terms of the programme agreement dated on or about 5 September 2016, as may be amended, supplemented or restated from time to time (the "**Programme Agreement**"), agreed with the Issuer a basis upon which it may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

Selling restrictions

South Africa

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

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

Offers not deemed to be offers to the public

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 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, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the Companies Act.

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.

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 Dealer(s) 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) in the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive and/or, where appropriate, published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 (twelve) months after the date of such publication;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than one hundred and fifty (150) natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

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

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

France

The Issuer and the Dealer have represented and agreed, and each additional Dealer appointed under the Programme will be required to represent and agree, that:

- (a) offer to the public in France:
 - it has only made and will only make an offer of Notes to the public (*offre au public*) in France in the period beginning (i) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* ("**AMF**"), on the date of its publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the

European Economic Area which has implemented the EU Prospectus Directive No. 2003/71/EC, on the date of notification of such approval to the AMF, and ending at the latest on the date which is 12 months after the date of approval of the relevant prospectus, all in accordance with Articles L.412-1 and L.621-8 of the French Code *monétaire et financier* and the provisions of the *Règlement général* of the AMF; or

- (b) private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the prospectus, the relevant Pricing Supplement or any other offering material relating to the Notes, and such offers, sales and distributions have been and shall be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, investing for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2, and D.411-1 of the French Code *monétaire et financier* and other applicable regulations.

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 Dealer(s) represent that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder nor assumes any responsibility for facilitating such subscription or sale.

TAXATION

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

South African Taxation

Securities Transfer Tax

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

Value-Added Tax

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

However, commissions, fees or similar charges raised for the facilitation of the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes constitute "*debt securities*" as defined in section 2(2)(iii) of the VAT Act will be subject to VAT at the standard rate (currently 14 percent.), except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, are subject to VAT at the zero rate in terms of section 11(2)(l) of the VAT Act.

Income Tax

Under current taxation law effective in South Africa a "*resident*" (as defined in section 1 of the Income Tax Act) is subject to income tax on his/her worldwide income. Accordingly, all Noteholders who are "*residents*" of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any income (including income in the form of interest) earned in respect of the Notes. Non-residents of South Africa are subject to income tax on all income derived from a South African source (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

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

- (a) is incurred by a person that is a South African tax resident, unless the interest is attributable to a foreign permanent establishment of that resident; or
- (b) is derived from the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of "*interest-bearing arrangement*".

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

Under section 10(1)(h) of the Income Tax Act, any amount of interest that is received or accrued by or to a Noteholder who, or which, is not a resident of South Africa during any year of assessment is exempt from income tax, unless:

- (a) that person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is received by, or accrues to, that person; or
- (b) the debt from which the interest arises is effectively connected to a permanent establishment of that person in South Africa.

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

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

Under section 24J of the Income Tax Act, broadly speaking, any discount or premium to the principal amount of a Note is treated as part of the interest income on the Note. Interest income which accrues (or is deemed to accrue) to a Noteholder is deemed, in accordance with section 24J of the Income Tax Act, to accrue on a day-to-day basis until that Noteholder disposes of the Note or until maturity. This day-to-day basis accrual is determined by calculating the yield to maturity (as defined in Section 24J of the Income Tax Act) and applying this rate to the capital involved for the relevant tax period. The premium or discount is treated as interest for the purposes of the exemption under section 10(1)(h) of the Income Tax Act.

Section 24JB deals with the fair value taxation of financial instruments for certain types of taxpayers (“**covered persons**”) and applies in respect of the year of assessment of such a covered person immediately preceding the year of assessment ending on or after 1 January 2014. Noteholders should seek advice as to whether these provisions may apply to them.

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

Capital Gains Tax

Capital gains and losses of residents of South Africa on the disposal of Notes are subject to capital gains tax unless the Notes are purchased for re-sale in the short term as part of a scheme of profit making, in which case the proceeds will be subject to income tax. Any discount or premium on acquisition which has already been treated as interest for income tax purposes under section 24J of the Income Tax Act will not be taken into account when determining any capital gain or loss. In terms of section 24J(4A) of the Income Tax Act an adjusted loss on transfer or redemption will, to the extent that it has previously been included in the taxable income of the holder (as interest), be allowed as a deduction from the taxable income of the holder when it is incurred during the year of assessment in which the transfer or redemption takes place, and accordingly will not give rise to a capital loss.

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

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

In terms of the Draft Rates and Monetary Amounts and Amendment of Revenue Laws Bill (the “**Draft Rates Bill**”), published on 24 February 2016 concurrently with the 2016 Budget Speech, the inclusion rates for capital gains for individuals and companies will be increased from 33.3% to 40% and from 66.6% to 80%, respectively. This will raise the maximum effective capital gains tax rate for individuals from 13.7% to 16.4%, and for companies from 18.6% to 22.4%. The effective capital gains tax rate for trusts will also increase from 27.3% to 32.8%. Assuming that the Draft Rates Bill is passed into law (which is highly likely), these new rates will become effective for years of assessment beginning on or after 1 March 2016, applying in respect of disposals that are made on or after that date.

Withholding Tax

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

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

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

Regarding the exemptions applicable in respect of the foreign person receiving the interest, an amount of interest is exempt if –

- (a) that foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is paid;
- (b) the debt claim in respect of which that interest is paid is effectively connected with a permanent establishment of that foreign person in South Africa, if that foreign person is registered as a taxpayer in terms of Chapter 3 of the Tax Administration Act, 2011; and
- (c) The foreign person submits a declaration confirming their exemption to the person liable for the payment of the interest before payment of the interest is made.

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

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

Definition of Interest

The references to "*interest*" above means "*interest*" as understood in South African tax law. The statements above do not take account of any different definitions of "*interest*" or "*principal*" which may prevail under any other law or which may be created by the Terms and Conditions or any related documentation. However, a definition of "*interest*" for withholding tax purposes has been inserted with effect from 1 March 2016, in terms of section 70 of the Taxation Laws Amendment Act, 2015. Under this new definition, "*interest*" for withholding tax purposes will mean interest as contemplated in paragraph (a) or (b) of the definition of "*interest*" in section 24J(1) of the Income Tax Act.

U.S. Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code ("**FATCA**") impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to any non-U.S. financial institution (a "**foreign financial institution**", or "**FFI**" (as defined by FATCA)) that does not become a "Participating FFI" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA. The Issuer is classified as an FFI.

The new withholding regime will be phased in beginning 1 January 2014 for payments from sources within the United States and will apply to "*foreign passthru payments*" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Notes characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the date (the "**grandfathering date**")

that is six months after the date on which final U.S. Treasury regulations define the term foreign passthru payments, or which are materially modified on or after the grandfathering date and (ii) any Notes characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued before the grandfathering date, and additional Notes of the same series are issued on or after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an "IGA"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "Reporting FI" not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction also would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "FATCA Withholding") from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign passthru payments. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and France have indicated an intention to enter into an agreement based largely on the Model 1 IGA. In addition, Australia has announced that it is exploring the possibility of entering into an agreement with the United States.

If the Issuer becomes a Participating FFI under FATCA, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA.

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on proposed regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

SOUTH AFRICAN EXCHANGE CONTROL

Capitalised terms used in this section headed “South African Exchange Control” 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 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 “South African 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.

Non-South African 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 Applicable Terms and Conditions may be subject to the Exchange Control Regulations.

Blocked Rands

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

Emigrants from the Common Monetary Area

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

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

Any payments of interest and/or principal due to a Noteholder who is an emigrant from the Common Monetary Area will be deposited into such emigrant Noteholder’s Blocked Rand account, as maintained by an authorised foreign exchange dealer. Interest payments are freely transferable and may be credited to the emigrant’s non-resident Rand account. Capital amounts in respect of principal 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*”. In the event that a Beneficial Interest in Notes is held by a non-resident of the Common Monetary Area through the CSD, the securities account maintained for such Noteholder by the relevant Participant will be designated as a “*non-resident*” account.

It will be incumbent on any such non-resident Noteholder to instruct the non-resident’s nominated or authorised dealer in foreign exchange as to how any funds due to such non-resident in respect of 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 South Africa and provided that the relevant Individual Certificate has been endorsed “*non-resident*” or the relevant securities account has been designated as a “*non-resident*” account, as the case may be.

The Issuer is domiciled and incorporated in South Africa and as such is not required to obtain exchange control approval.

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

GENERAL INFORMATION

Capitalised terms used in this section headed "General Information" 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.

Authorisation

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

Listing

The Programme Memorandum was approved by the JSE on or about 5 September 2016. Notes to be issued under the Programme may be listed on the Interest Rate Market of the JSE or any other Financial Exchange. Unlisted Notes may also be issued under the Programme Memorandum.

Documents Available

So long as the 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 at the registered office of the Issuer as set out at the end of this Programme Memorandum. This Programme Memorandum, any supplement and/or amendment hereto, the Applicable Pricing Supplements relating to any issue of listed Notes and the published audited annual financial statements of the Issuer will also be available on the Issuer's website at www.rcs.co.za and this Programme Memorandum, any supplement and/or amendment hereto and the Applicable Pricing Supplements relating to any issue of listed Notes will be available on the JSE's website www.jse.co.za.

Material Change

As at the Programme Date, and after due and careful inquiry, there has been no material change in the financial or trading position of the Issuer, 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 Deloitte & Touche in making the aforementioned statement.

There has been no material change in the financial or trading position of BNP Paribas or the BNPP group since 30 June 2016 (being the end of the last financial period for which interim financial statements have been published). As at the Programme Date, there has been no involvement by Deloitte & Associés, PricewaterhouseCoopers or Mazars in making the aforementioned statement.

Litigation

Save as disclosed herein, the Issuer and/or RCS Cards Proprietary Limited (whether as defendant or otherwise) are not engaged in any legal, arbitration, administration or other proceedings the results of which might have or have had a significant effect on the financial position or the operations of the Issuer and/or RCS Cards Proprietary Limited, nor are they aware of any such proceedings being threatened or pending.

Save as disclosed on pages 158, 211, 212 and 411 of the BNPP 2015 Registration Document, page 87 of the First Update to the BNPP 2015 Registration Document and pages 140 to 141 of the Second Update to the BNPP 2015 Registration Document, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the BNP Paribas is aware), during the period covering at least the twelve (12) months prior to the date of this Base Prospectus which may have, or have had in the recent past, significant effects on BNP Paribas and/or BNPP group's financial position or profitability.

Auditors

KPMG Inc have acted as the auditor of the financial statements of the Issuer for the financial periods ended 31 March 2013, 2014 and 2015 and 31 December 2015 and of RCS Cards for the financial periods ended 31 March 2013, 2014 and 2015 and 31 December 2015 and in respect of those periods, have issued unmodified audit reports. Deloitte & Touche have been appointed as the Issuer and RCS Cards' Auditors going forward.

The statutory auditors ("*Commissaires aux comptes*") of BNP Paribas are currently the following:

Deloitte & Associés was appointed as statutory auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2006.

Deloitte & Associés is represented by Damien Laurent.

Deputy: BEAS, 7-9, Villa Houssay, Neuilly-sur-Seine (92), France, SIREN No. 315 172 445, Nanterre trade and companies register.

PricewaterhouseCoopers was appointed as statutory auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 26 May 1994.

PricewaterhouseCoopers Audit is represented by Etienne Boris.

Deputy: Anik Chaumartin, 63, Rue de Villiers, Neuilly-sur-Seine (92), France.

Mazars was appointed as statutory auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2000.

Mazars is represented by Hervé Hélias.

Deputy: Michel Barbet-Massin, 61 Rue Henri-Regnault, Courbevoie (92), France.

Deloitte & Associés, PricewaterhouseCoopers Audit, and Mazars are registered as statutory auditors with the Versailles Regional Association of Statutory Auditors, under the authority of the French National Accounting Oversight Board (Haut Conseil du Commissariat aux Comptes).

ISSUER

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