



Mercedes-Benz

MERCEDES-BENZ SOUTH AFRICA LIMITED

(Pretoria, Republic of South Africa)

(as Issuer)

unconditionally and irrevocably guaranteed by

DAIMLER AG

(Stuttgart, Federal Republic of Germany)

(as Guarantor)

ZAR35,000,000,000

Domestic Medium Term Note Programme

On 30 June 2008, Mercedes-Benz South Africa Limited (the **Issuer**), established a ZAR18,000,000,000 Domestic Medium Term Note Programme (the **Programme**) pursuant to a programme memorandum, dated 30 June 2008 (which was amended by a supplement to the programme memorandum, dated 24 May 2011) and updated by various amended and restated programme memoranda dated 8 August 2013, 21 December 2015 and 19 December 2018 (which was amended by a supplement to the programme memorandum, dated 30 July 2019) respectively (collectively, the **Previous Programme Memoranda**).

The Previous Programme Memoranda shall continue to be of force and effect in relation to all notes issued by the Issuer under and in terms of the Programme prior to the Programme Date (as defined) (the **Previous Notes**). The terms and conditions in the Previous Programme Memoranda shall govern the Previous Notes and none of the terms and conditions (the **Terms and Conditions**) contained in this programme memorandum dated 24 June 2021 (this **Programme Memorandum**) shall be applicable to any of the Previous Notes. Only Notes issued in terms of this Programme Memorandum on or after 24 June 2021 (the **Programme Date**) shall be governed by the Terms and Conditions, as modified and supplemented by the Applicable Pricing Supplement(s) (as defined herein) relating to the Notes.

Subject to all Applicable Laws (as defined herein) and, in the case of Notes listed on the Interest Rate Market of the JSE or such other Financial Exchange(s) (as defined herein) as may be determined by the Issuer and the relevant authority, the Debt Listings Requirements of the JSE or such other Financial Exchange(s), that are subject to the terms and conditions (the **Terms and Conditions**) contained in this Programme Memorandum, the Issuer may from time to time issue notes (the **Notes**) denominated in the Specified Currency (as defined herein) agreed by the Issuer and the relevant Dealer(s) (as defined herein). 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 ZAR35,000,000,000. This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed ZAR35,000,000,000 unless such amount is increased by the Issuer pursuant to the section of this Programme Memorandum headed "**General Description of the Programme**".

Daimler AG (the **Guarantor**) has given its irrevocable and unconditional guarantee (the **Guarantee**) to the holders of the Notes (the **Noteholders**) issued on or after the Programme Date for the due payment of the amounts corresponding to the principal of, and interest, if any.

This Programme Memorandum has been registered with the JSE. 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 but will not be regulated by the JSE. Claims against the JSE Debt 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 JSE Debt 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 JSE Debt Guarantee Fund Trust. 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, 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 for all trades done through the JSE. 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 Dealer(s) 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 in this Programme Memorandum headed "Risk Factors" on pages 19 below.

Arranger

Mercedes-Benz South Africa Limited

JSE Debt Sponsor

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

Amended and Restated Programme Memorandum dated 24 June 2021.

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

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

The Issuer, having made all reasonable enquiries, 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 as at the Programme Date, that the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts, the omission of which would make this Programme Memorandum or any of such information or expression of any such opinions or intentions misleading in any material respect.

This Programme Memorandum is to be read and construed with any amendment or supplement thereto and in conjunction with any other documents which are deemed to be incorporated herein by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") and, in relation to any Tranche 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 or any of their Affiliates or other professional advisers named herein or the JSE as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer or the Guarantor. The Arranger, the Dealer(s), the JSE Debt Sponsor or any of their Affiliates or other professional advisers named herein or the JSE 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 Guarantor in connection with the Programme.

No Person has been authorised by the Issuer or the Guarantor to give any information or to make any representation not contained in or not consistent with this Programme Memorandum or any other document entered into in relation to the Programme or any other information supplied by the Issuer or Guarantor 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 Guarantor, the Arranger, the Dealer(s), or any of their Affiliates 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 Guarantor, the Arranger, the Dealer(s), the JSE Debt Sponsor or any of their Affiliates or 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 Guarantor, 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 Guarantor, the Arranger, or any Dealer(s) to any Person to subscribe for or to purchase any Notes.

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

Neither this Programme Memorandum nor any Applicable Pricing Supplement constitutes an offer to sell or the solicitation of an offer to buy or an invitation by the Issuer to subscribe for or purchase any Notes. The distribution of this Programme Memorandum and any Applicable Pricing Supplement and the issue, sale or offer of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Programme Memorandum or any Applicable Pricing Supplement or any Notes comes are required by the Issuer, the Guarantor, the Arranger, the Dealer(s), the JSE Debt Sponsor or any of their Affiliates or 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 Guarantor, the Arranger, the Dealer(s), the JSE Debt Sponsor or any of their Affiliates or other professional advisers represent 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 Guarantor, the Arranger, the Dealer(s), the JSE Debt Sponsor or any of their Affiliates or other professional advisers which would permit a public offering of any Notes or distribution of this Programme Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations. The Dealer(s) 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), or the securities laws of any state in the United States of America and the Notes may not be offered, sold, delivered or transferred within the United States of America or to, or for the account or benefit of, any U.S. persons (as defined in the Regulation S of the Securities Act). In addition, there are restrictions on the distribution of this Programme Memorandum in South Africa, the European Union and the United Kingdom. For a more complete description of certain restrictions on the offering, sale and delivery of Notes and distribution of this Programme Memorandum see the section of this Programme Memorandum headed "*Subscription and Sale*" below.

The terms of this Programme Memorandum, if it comes to the possession of persons resident in jurisdictions outside South Africa, may be affected by the laws of the relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal requirements in any such jurisdiction.

It is the responsibility of any such person wishing to subscribe for or purchase the Notes to satisfy itself as to the full observance of the laws of the relevant jurisdiction therewith. If and to the extent that this Programme Memorandum is illegal in any jurisdiction, it is not made in such jurisdiction and this document is obtained by such persons in such jurisdiction for information purposes only.

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 and maintaining 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.

All references in this Programme Memorandum to “*Rand*”, “*ZAR*” “*South African Rand*”, “*R*” and “*cent*” refer to the currency of the Republic of South Africa.

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DOCUMENTS INCORPORATED BY REFERENCE

Capitalised terms used in this section headed "Documents Incorporated by Reference" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or 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) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (c) the Guarantee executed by the Guarantor in favour of the Noteholders;
- (d) as at the Programme Date, the published audited annual financial statements, and notes thereto, of the Issuer for the three financial years ended 31 December 2018, 2019 and 2020 and the published audited annual financial statements, and notes thereto, of the Issuer in respect of further financial years, as and when such published audited financial statements become available;
- (e) as at the Programme Date, the published audited consolidated annual financial statements, and notes thereto, of the Guarantor for the three financial years ended 31 December 2018, 2019 and 2020 and the published audited consolidated annual financial statements, and notes thereto, of the Guarantor in respect of further financial years, as and when such published audited financial statements become available;
- (f) as at the Programme Date, the unaudited interim financial statements of the Guarantor, and notes thereto, for the period ended 30 September 2020 and the unaudited interim financial statements and notes thereto in respect of further financial years, as and when such unaudited interim financial statements become available;
- (g) as at the Programme Date, the information statement dated 24 June 2021, containing:
 - (i) information pertaining to the business description of the Issuer and Guarantor;
 - (ii) the full names of the directors of the Issuer and Guarantor;
 - (iii) information relating to risk factors associated with an investment in the Notes, including, but not limited to, risk factors specific to the Issuer
 - (iv) information contained in the policy dealing with the process for the nomination and appointment of directors;
 - (v) information contained in the policy dealing with the conflicts of interest of the directors and the executive management; and
 - (vi) information relating to the Issuer's compliance with the King IV Report on Corporate Governance for South Africa, 2016,together with any future information statement, as and when such information statement becomes available (the **Information Statement**);
- (h) the information contained in the policies dealing with the:
 - (i) process for the nomination and appointment of directors in the document headed "*Board Policy*"; and
 - (ii) conflicts of interest of the directors and the executive management in the document headed "*Governance Report*"; and
- (i) 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 this Programme Memorandum remains registered with the JSE, make available for inspection, at its registered office (as set out at the end of this Programme Memorandum), without charge, a copy of this Programme Memorandum, any amendments and/or supplements thereto, the Applicable Pricing Supplements relating to any issue of listed Notes, the Guarantee, and all other 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 made available for inspection, 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, and those documents listed in (a) - (i) above, unless such documents have been modified or superseded, in which case the modified or superseding documentation, are available on the Issuer's website on the following links; <https://corporate.mercedes-benz.co.za/investor-relations/information>, and <https://corporate.mercedes-benz.co.za/corporate-profile/corporate-governance/>, unless such documents are not required to be made available on the Issuer's website in terms of the Applicable Laws.

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 <http://www.jse.co.za>.

This Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Guarantor, the Arranger and the Dealer(s), the JSE Debt Sponsor or their Affiliates or other professional advisers to any Person in any jurisdiction to subscribe for or purchase any Notes.

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

- (i) a change in the condition (financial or trading position) of the Issuer or the Guarantor has occurred which is material in the context of the Notes so listed or the Guarantee and the Issuer's or Guarantor's, 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 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, and in respect of the Guarantor's 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 those used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

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

This Programme Memorandum and any supplement thereto will only be valid for the issue of Notes in an aggregate Nominal Amount, which when added to the aggregate Nominal Amount then Outstanding of all the Notes previously or simultaneously issued under the Programme (including Notes issued under the Programme pursuant to the Previous Programme Memoranda), does not exceed ZAR35,000,000,000.

From time to time, the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, the Applicable Laws and the Programme Agreement, the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering a notice thereof to the Noteholders in accordance with Condition 20 (*Notices*) of the Terms and Conditions, and to the Guarantor, 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 apply to all Notes issued under the Programme on or after the Programme Date.

The “*Summary of the Programme*” and the “*Terms and Conditions of the Notes*” are disclosed 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 issued in relation to such Tranche of Notes. Capitalised terms used in this section headed "Summary 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.

PARTIES

Issuer	Mercedes-Benz South Africa Limited (MBSA) (registration number 1962/000271/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa.
Guarantor	Daimler AG (registration number HRB 19360), a stock corporation organized under the laws of the Federal Republic of Germany.
Arranger	MBSA
Dealer(s)	Any 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.
Transfer Agent	Computershare Investor Services Proprietary Limited (registration number 2004/003647/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa or such other person 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, a division of FirstRand Bank Limited (RMB) (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 or such other person appointed by the Issuer as Paying Agent, in which event, that other entity will act as Paying Agent as specified in the Applicable Pricing Supplement.
Calculation Agent	RMB or such other person appointed by the Issuer as Calculation Agent, in which event, that other entity will act as Calculation Agent as specified in the Applicable Pricing Supplement.
Issuer Agent	RMB, or such other entity appointed by the Issuer as Issuer Agent pursuant to the debt instrument solution system of the CSD, in which event that other entity will act as Issuer Agent.
JSE Debt Sponsor	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division (registration number 1962/000738/06), a public company with limited liability and registered bank duly incorporated in accordance with the company and banking laws of South Africa or any other entity appointed as JSE Debt Sponsor by the Issuer, in which event, that entity will act as JSE Debt Sponsor as specified in the Applicable Pricing Supplement.
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

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

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 Transfer of Notes*").

Debt Listings Requirements

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

Denomination

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

Description of Programme

Mercedes-Benz South Africa Limited ZAR35,000,000,000 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.

Emigrant Capital

Emigrant capital, formerly known as blocked rands, that is solely used for fund transfers in and out of South Africa and that is held in a designated emigrant capital account may be used by, for exchange control purposes, non-residents to subscribe for, or purchase, Notes, subject to the Exchange Control Regulations.

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 “ <i>Form of the Notes</i> ”).				
Governing Law	The Notes will be governed by and construed in accordance with the laws of South Africa in force from time to time.				
Guarantee	See the section of this Programme Memorandum headed “ <i>Form of Guarantee</i> ” and Condition 7 (<i>Guarantee</i>).				
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, and the method of calculating interest may vary between the Issue Date and the Maturity Date.				
Interest Rate/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 terms of the Securities Transfer Tax Act, 2007, in respect of the issue, transfer or redemption of the Notes (see the section of this Programme Memorandum headed “ <i>Taxation</i> ”). 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 and at their Nominal Amount or at a discount or premium to their Nominal Amount, as specified in the Applicable Pricing Supplement.				
Listing	This Programme Memorandum has been registered with 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 relevant 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 Notes will have the benefit of a negative pledge as described in Condition 6 (<i>Negative Pledge</i>) of the Terms and Conditions.				
Notes	Notes may comprise:				
	<table border="0"> <tr> <td style="vertical-align: top;">Fixed Rate Notes</td> <td>A Fixed Rate of 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).</td> </tr> <tr> <td style="vertical-align: top;">Floating Rate Notes</td> <td>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</td> </tr> </table>	Fixed Rate Notes	A Fixed Rate of 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
Fixed Rate Notes	A Fixed Rate of 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).

Other Notes

Terms applicable to any other type of Notes that are approved by the JSE or its successor, or such other Financial Exchange(s) 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.

Noteholder(s)

The holder(s) of Notes which are recorded as the registered Noteholder(s), from time to time, of those Notes in the Register. The relevant Participant(s) will be named in the Register as the registered Noteholder(s) 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.

Rating

As at the Programme Date, the Programme and the Guarantor are rated. The Issuer and the Notes to be issued under this Programme are not rated but may after the Programme Date be rated by any Rating Agency on a national or international scale basis. A Tranche of Notes may also, on or before the Issue Date, be rated by a Rating Agency on a national or international scale basis. Unrated tranches of Notes may also be issued. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to the Issuer and/or the Guarantor and/or the

Programme and/or a Tranche of Notes, as the case may be, as well as the Rating Agency or Rating Agencies which assigned such Rating(s)

Rating is not a recommendation to subscribe for, buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. Any adverse change in the Rating of the Issuer and/or the Guarantor and/or the Programme and/or a Tranche of Notes, as the case may be, could adversely affect the trading price of all or any of the Notes. Any amendment in the Rating of the Issuer and/or the Guarantor and/or the Programme 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 11.1 (*Redemption at Maturity*).

If so specified in the Applicable Pricing Supplement, the Issuer may redeem the Notes of any Tranche at any time prior to the Maturity Date following the occurrence of a change in law and/or for tax reasons, as set out in Condition 11.2 (*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 11.3 (*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 20 (*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 Noteholders*" is specified as applicable in the Applicable Pricing Supplement, the Noteholders of any Tranche of 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 Notes on any Optional Redemption Date in the manner specified in Condition 11.4 (*Redemption at the Option of the Noteholders*) and the Applicable Pricing Supplement.

Selling Restrictions

The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for a Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States of America, the United Kingdom, the European Economic Area 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 ZAR35,000,000,000. The Programme Amount will only apply to Notes issued under the Programme (including Notes issued and still Outstanding under the Programme pursuant to the Previous Programme Memoranda) 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 Notes

The Notes (which will be regarded as senior Notes for purposes of the Programme) constitute direct, unconditional, unsubordinated and 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 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

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

Terms and Conditions

The terms and conditions of the Notes are set out in the section of this Programme Memorandum headed "*Terms and Conditions of the Notes*". The Applicable Pricing 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 Applicable Law, then the Issuer will, subject to certain exceptions as provided in Condition 12 (*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, fully paid up and will pass upon registration of transfer in accordance with Condition 16.2 (*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 10 (*Payments*) of the Terms and Conditions to the Person reflected as the registered Noteholder of such Notes in the Register by 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 Noteholder 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 will be freely transferable and fully paid up and 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, and the relevant Noteholder will be named in the Uncertificated Securities Register as the registered Noteholder of that Tranche of Notes.

Beneficial Interests in Notes held in the CSD

A Tranche of Notes which is listed on the Interest Rate Market of the JSE must 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 Noteholder will be named in the Register as the holder 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 in respect of Notes held in the CSD will be paid to the relevant Participant on behalf of the relevant Noteholder pursuant to the Applicable Procedures. All rights to be exercised in respect of Notes held in the CSD will be exercised by the relevant Noteholder.

The CSD maintains central securities accounts only for Participants. As at the Programme Date, the Participants are ABSA Bank Limited, Citibank, N.A., South Africa Branch; FirstRand Bank Limited; Nedbank Limited; The Standard Bank of South Africa Limited; Standard Chartered Bank, Johannesburg Branch and the South African Reserve Bank.

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. 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.

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. However, the registered Noteholder of such Notes named in the Register 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 the Applicable Laws and the Applicable Procedures, title to Beneficial Interests held by Noteholders 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 or relevant Participants for such Noteholders. Title to Beneficial Interests held by clients of Participants indirectly through such Participants will 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 13 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*) of the Terms and Conditions.

RISK FACTORS – NOTES

All information pertaining to Risk Factors, as set out in the Information Statement, as amended and updated from time to time, will be incorporated by reference in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://corporate.mercedes-benz.co.za/investor-relations/information/dmtn-programme/>.

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:

**MERCEDES-BENZ SOUTH AFRICA LIMITED**

(Pretoria, Republic of South Africa)

(as Issuer)

unconditionally and irrevocably guaranteed by

DAIMLER AG

(Stuttgart, Federal Republic of Germany)

(as Guarantor)

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] due [Maturity Date]
under its ZAR35,000,000,000 Domestic Medium Term Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the amended and restated Programme Memorandum, dated 24 June 2021, prepared by Mercedes-Benz South Africa Limited in connection with the Mercedes-Benz South Africa Limited ZAR35,000,000,000 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	Mercedes-Benz South Africa Limited
	Registered Office	Wierda Road Zwartkop Pretoria, 0157
2.	Guarantor	Daimler AG
	Registered Office	Mercedesstraße 120 D-70327 Stuttgart Federal Republic of Germany
3.	Dealer(s)	[]
	Specified Address	[]
4.	Managers	[]
	Specified Address	[]
5.	Debt Sponsor	[]

	Specified Address	[]
6.	Paying Agent	[]
	Specified Address	[]
7.	Calculation Agent	[]
	Specified Address	[]
8.	Transfer Agent	[]
	Specified Address	[]
9.	Issuer Agent	[]
	Specified Address	[]
10.	Settlement Agent	[]
	Specified Address	[]

PROVISIONS RELATING TO THE NOTES

11.	Status of Notes	Senior Unsecured
12.	Form of Notes	The Notes in this Tranche are [listed/unlisted] Notes issued in [uncertificated form and held by the CSD/certificated form]
13.	Series Number	[]
14.	Tranche Number	[]
15.	Aggregate Nominal Amount:	
	(a) Series	[]
	(b) Tranche	[]
16.	Interest	[Interest-bearing/Non-interest-bearing]
17.	Interest Payment Basis	[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Instalment /other]
18.	Interest Payment Date(s)	[insert date], of each year until the Maturity Date or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention with the first Interest Payment Date being [insert date], or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention
19.	Interest Period(s)	Each period from and including the applicable Interest Payment Date and ending on but excluding the following Interest Payment Date, the first Interest Period commencing on the Interest Commencement Date and ending the day before the next Interest Payment Date (each Interest Payment

		Date as adjusted in accordance with the Applicable Business Day Convention)
20.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	[Insert details including date for conversion]
21.	Issue Date	[]
22.	Nominal Amount per Note	[]
23.	Specified Denomination	[]
24.	Specified Currency	[]
25.	Issue Price	[]
26.	Interest Commencement Date	[]
27.	Maturity Date	[]
28.	Applicable Business Day Convention	[Floating Rate Business Day / Following Business Day / Modified Following Business Day / Preceding Business Day / other convention – insert details]
29.	Final Redemption Amount	[]
30.	Last Day to Register	By 17h00 on [], of each year until the Maturity Date, or if such day is not a Business Day, the Business Day before each Books Closed Period
31.	Books Closed Period(s)	The Register will be closed from [...] to [...] and from [...] to [...] of each year until the Maturity Date (all dates inclusive), or if any early redemption occurs, 10 Days prior to the actual Redemption Date

FIXED RATE NOTES

32.	(a)	Fixed Rate of Interest	[] percent per annum [payable [annually/semi-annually/quarterly] in arrears]
	(b)	Fixed Coupon Amount(s)	[] per [] in Nominal Amount
	(c)	Initial Broken Amount	[]
	(d)	Final Broken Amount	[]
	(e)	Day Count Fraction	[]
	(f)	Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	[]

FLOATING RATE NOTES

33.	(a)	Definition of Business Day (if different from that set out in Condition 1) (<i>Interpretation</i>)	[]
	(b)	Minimum Rate of Interest	[] percent per annum

- (c) Maximum Rate of Interest [] percent per annum
- (d) Day Count Fraction []
- (e) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) []
34. Manner in which the Rate of Interest is to be determined [ISDA Determination / [Screen Rate Determination (Reference Rate plus Margin)]/other – insert details]
35. Margin [(...) basis points [[] percent] to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
36. If ISDA Determination
- (a) Floating Rate []
- (b) Floating Rate Option []
- (c) Designated Maturity []
- (d) Reset Date(s) []
- (e) ISDA Definitions to apply []
37. If Screen Rate Determination:
- (a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated) []
- (b) Interest Rate Determination Date(s) [], [], [] and [] (or the first Business Day of each Interest Period) of each year until the Maturity Date, with the first Interest Rate Determination Date being [*insert date*]
- (c) Relevant Screen Page and Reference Code []
38. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Rate of Interest/Margin/Fallback provisions []
39. Calculation Agent responsible for calculating amount of principal and interest []

ZERO COUPON NOTES

40. (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 []

OTHER NOTES

41. If the Notes are not Fixed Rate Notes, Floating Rate Notes, Zero Coupon 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

42. Redemption at the Option of the Issuer pursuant to Condition 11.3 (*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 11.3 (*Redemption at the Option of the Issuer*)) []

(d) If redeemable in part: []

Minimum Redemption Amount(s) []

Higher Redemption Amount(s) []

(e) Other terms applicable on Redemption

43. Redemption at the Option of the Noteholders pursuant to Condition 11.4 (*Redemption at the Option of the Noteholders*): [Yes/No]

if yes:

(a) Optional Redemption Date(s) []

(b) Optional Redemption Amount(s) []

(c) Minimum period of notice (if different from Condition 11.4 (*Redemption at the Option of the Noteholders*)) []

- (d) If redeemable in part:
 - Minimum Redemption Amount(s) []
 - Higher Redemption Amount(s) []
- (e) Other terms applicable on Redemption []
- (f) Attach *pro forma* put notice(s)

44. Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to Condition 11.2 (*Redemption for Tax Reasons*), on redemption at the option of the Issuer pursuant to Condition 11.3 (*Redemption at the Option of the Issuer*), on redemption at the option of the Noteholders pursuant to Condition 11.4 (*Redemption at the Option of the Noteholders*), or on Event of Default pursuant to Condition 18 (*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

- 45. Financial Exchange [Interest Rate Market of the JSE]
- 46. Additional selling restrictions []
- 47. International Securities Identification Numbering (ISIN) []
- 48. Stock Code []
- 49. Stabilising Manager []
- 50. Provisions relating to stabilisation []
- 51. Method of distribution [Auction/Bookbuild/Private Placement/Other]
- 52. Rating assigned to the [] [Issue date to be specified]
[Issuer]/[Guarantor]
[Programme]/[Notes]
- 53. Applicable Rating Agency []
- 54. Governing law (if the laws of South Africa are not applicable) []
- 55. Other provisions [Other Events of Default in addition to the Events of Default referred to in Condition 18 (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 AS AT THE ISSUE DATE

56. Paragraph 3(5)(a)
The “*ultimate borrower*” (as defined in the Commercial Paper Regulations) is the **[Issuer]**.
57. 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.
58. Paragraph 3(5)(c)
The auditor of the Issuer is **[insert]**.
59. Paragraph 3(5)(d)
As at the date of this issue:
(i) the Issuer has **[not issued]/[issued ZAR●,000,000,000]** (inclusive of this issue of Notes) in Commercial Paper (as defined in the Commercial Paper Regulations) (which amount includes Notes issued under the Previous Programme Memoranda); and
(ii) the Issuer estimates that it may issue **[ZAR●,000,000,000]** (exclusive of this issue of Notes) of additional Commercial Paper during the remainder of the current financial year, ending **[date]**.
60. 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 this Applicable Pricing Supplement.
61. 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.
62. Paragraph 3(5)(g)
The Notes issued will be **[listed/unlisted]**.
63. 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/funding of its business operations/other]**.
64. Paragraph 3(5)(i)
The obligations of the Issuer in respect of the Notes are unsecured, but guaranteed by the Guarantor.
65. Paragraph 3(5)(j)
[Insert], the statutory auditors 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 does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

Responsibility:

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

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

Programme Amount:

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of [ZAR35,000,000,000] has not been exceeded.

Material Change:

As at the date of this Applicable Pricing Supplement, and after due and careful enquiry, there has been no material change in the financial or trading position of the Issuer and its Subsidiaries since the date of the Issuer’s latest audited financial statements. As at the date of this Applicable Pricing Supplement, there has been no involvement by [Insert Auditors] in making the aforementioned statement.

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

MERCEDES-BENZ SOUTH AFRICA LIMITED

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

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

TERMS AND CONDITIONS OF THE NOTES

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

Before the Issuer issues any Tranche of listed Notes, the Issuer shall complete, sign and deliver to the 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 this Programme Memorandum, setting out the 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 Exchange(s) and, in that case, no Applicable Pricing Supplement will be delivered to the 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 shall prevail.

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

1. INTERPRETATION

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

Affiliate	in relation to any Person, a Subsidiary of that Person or a Holding Company of that Person or any other Subsidiary of that Holding Company;
Applicable Laws	in relation to any Person, all and any statutes and subordinate legislation and common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and other similar provisions, from time to time, compliance with which is mandatory for that Person;
Applicable Pricing Supplement	in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to that Tranche of Notes, setting out the additional and/or other terms and conditions as are applicable to that Tranche of Notes, based upon the <i>pro forma</i> pricing supplement which is set out in the section of this Programme Memorandum headed " <i>Pro Forma Applicable Pricing Supplement</i> ";
Applicable Procedures	the rules 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(s);
Banks Act	the Banks Act No. 94 of 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;
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 transfer 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 No. 36 of 1994, as amended from time to time) 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	RMB, unless the Issuer elects to appoint another entity as Calculation Agent, in which event, that other entity shall act as Calculation Agent as specified in the Applicable Pricing Supplement;
Class of Noteholders	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
Class of Notes	a particular Series of Notes in relation to the other Series of Notes;
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, as amended from time to time;
Companies Act	the Companies Act No. 71 of 2008, as amended from time to time;
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 licensed 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), in terms of the Financial Markets Act;
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 or Act/365 is so specified, means the actual number of Days in the Interest Period in respect of which payment is being made divided by 365 (three hundred and sixty five) (or, if any portion of the Interest Period falls in a leap year, the sum of (i) the actual number of Days in that portion of the Interest Period falling in a leap year divided by 366 (three hundred and sixty six) and (ii) the actual number of Days in that portion of the Interest Period falling in a non-leap year divided by 365 (three hundred and sixty five)); (b) if Actual/Actual (ICMA) is so specified, means: <ol style="list-style-type: none"> 1. where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of Days in the Calculation Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and 2. where the Calculation Period is longer than one Regular Period, the sum of: <ol style="list-style-type: none"> a. the actual number of Days in such Calculation Period falling in the Regular Period in which it

- begins divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and
- b. the actual number of Days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (c) if **Actual/Actual** or **Actual/Actual (ISDA)** is so specified, means the actual number of Days in the Calculation Period divided by 365 (three hundred and sixty five) (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of Days in that portion of the Calculation Period falling in a leap year divided by 366 (three hundred and sixty six) and (B) the actual number of Days in that portion of the Calculation Period falling in a non-leap year divided by 365 (three hundred and sixty five));
- (d) if **Actual/365 (Fixed)** is so specified, means the actual number of Days in the Calculation Period divided by 365 (three hundred and sixty five);
- (e) if **Actual/360** is so specified, means the actual number of Days in the Calculation Period divided by 360 (three hundred and sixty);
- (f) if **30/360, 360/360** or **Bond Basis** is so specified, means the number of Days in the Calculation period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

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

where:

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 (thirty one), in which case D₁ will be 30 (thirty); and

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

Dealer(s)

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;

Early Redemption Amount

in relation to a Tranche of Notes, the amount, as set out in Condition 11.5 (*Early Redemption Amounts*), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Condition 11.2 (*Redemption for Tax Reasons*), Condition 11.3 (*Redemption at the Option of the Issuer*), Condition 11.4 (*Redemption at the Option of*

	<i>the Noteholders</i>) and/or Condition 18 (<i>Events of Default</i>);
Event of Default	in relation to a Series of Notes, any of the events described in Condition 18 (<i>Events of Default</i>);
Exchange Control Regulations	the Exchange Control Regulations, 1961, promulgated pursuant to the Currency and Exchanges Act No. 9 of 1933;
Extraordinary Resolution	(a) a resolution in writing signed no later than 20 (twenty) Business Days of receiving notice of the written resolution by or on behalf of the Noteholders or a Class of Noteholders holding not less than 66.67% (sixty-six point six seven percent) in aggregate Nominal Amount of the Notes outstanding from time to time or a specific Class of Notes, as the case may be;
	(b) a resolution passed at a meeting (duly convened) of the Noteholders or Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point six seven percent) of aggregate Nominal Amount of Notes held by the Noteholders or the Class of Noteholders, as the case may be, present in person or by proxy and voting at such meeting on such poll or if a vote by show of hands be duly demanded then by a majority consisting of not less than 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 Fixed Rate Notes, the final broken amount specified as such in the Applicable Pricing Supplement;
Final Redemption Amount	in relation to a Tranche of Notes, the amount of principal specified in the Applicable Pricing Supplement payable in respect of such Tranche of Notes upon the Maturity Date;
Financial Exchange	the 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 No. 19 of 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 Fixed Rate Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement;
Floating Rate	in relation to a Tranche of Floating Rate Notes, the floating rate of interest specified as such in the Applicable Pricing Supplement;
Floating Rate Notes	Notes which will bear interest at a Floating Rate as indicated in the Applicable Pricing Supplement and more fully described in Condition 9.2 (<i>Floating Rate Notes</i>);
Guarantee	the amended and restated guarantee dated 24 June 2021 executed by the Guarantor in favour of the Noteholders, the form of which is

	contained in this Programme Memorandum in the section headed “ <i>Form of Guarantee</i> ”;
Guarantor	Daimler AG (registration number HRB 19360), a stock corporation organized under the laws of the Federal Republic of Germany;
Higher Redemption Amount	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
Holding Company	in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;
ICMA	International Capital Market Association;
IFRS	the International Financial Reporting Standards issued by the International Accounting Standards Board (IASB) and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time);
Implied Yield	in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price of such Notes, as specified in the Applicable Pricing Supplement;
Income Tax Act	Income Tax Act No. 58 of 1962, as amended;
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 13 (<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 Fixed Rate Notes, the initial broken amount 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 and Floating Rate Notes, as determined by the Calculation Agent in accordance with Condition 9 (<i>Interest</i>);
Interest Commencement Date	in relation to a Tranche of Notes (where applicable) the first date from which interest on the Notes, other than Zero Coupon Notes, will accrue, as specified in the Applicable Pricing Supplement;
Interest Determination Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Interest Payment Date	in relation to a Tranche of Notes, the Interest Payment Date(s) specified in the Applicable Pricing Supplement or, if no express Interest Payment Date(s) is/are specified in the Applicable Pricing Supplement, the last Day of the Interest Period commencing on the preceding Interest Payment Date, or, in the case of the first Interest Payment Date, commencing on the Interest Commencement Date;
Interest Period	in relation to a Tranche of Notes, each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;
Interest Rate or Rate of Interest	in relation to a Tranche of Notes, the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
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	Mercedes-Benz South Africa Limited (registration number 1962/000271/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa;
Issuer Agent	RMB, or such other entity appointed by the Issuer as Issuer Agent pursuant to the debt instrument solution system of the CSD, in which event that other entity will act as Issuer Agent;
JSE	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 under the Financial Markets Act or any exchange which operates as a successor exchange to the JSE;
JSE Debt Guarantee Fund Trust	the guarantee fund trust established and operated by the JSE as a separate guarantee fund, in terms of sections 8(1)(h) and 18(2)(w) of the Financial Markets Act or any successor fund;
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 or if such day is not a Business Day, the Business Day before each Books Closed Period;
Margin	in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;
Maturity Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Minimum Redemption Amount	in relation to a Tranche of Notes, the minimum redemption amount specified as such in the Applicable Pricing Supplement;
NACA	nominal annual compounded annually;
NACM	nominal annual compounded monthly;
NACQ	nominal annual compounded quarterly;
NACSA	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;
Notes	unsecured registered notes issued or to be issued by the Issuer under the Programme, pursuant to this Programme Memorandum;
Optional Redemption Amount(s)	in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;
Outstanding	in relation to the Notes, all the Notes issued under the Programme (including all Notes issued under the Programme pursuant to the Previous Programme Memoranda) other than:

- (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 11 (*Redemption and Purchase*);
- (d) those which have become prescribed under Condition 17 (*Prescription*);
- (e) those represented by mutilated or defaced Individual Certificates which have been surrendered in exchange for replacement Individual Certificates pursuant to Condition 13 (*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 13 (*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 21 (*Amendment of these Conditions*) and 21.4 (*Meetings of Noteholders / Consent Process*),

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;

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 CSD, as a Settlement Agent to perform electronic settlement of funds and scrip;
Paying Agent	RMB, 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	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;
Previous Notes	notes issued by the Issuer prior to the date of this Programme Memorandum under the Programme and pursuant to the Previous Programme Memoranda;

Previous Programme Memoranda	the Programme Memorandum dated 30 June 2008 (which was supplemented by the supplement to the Programme Memorandum dated 24 May 2011), the Programme Memorandum dated 8 August 2013 and further updated and dated 21 December 2015 and the Programme Memorandum dated 19 December 2018 relating to the Previous Notes prepared in connection with the Programme, as revised, supplemented, amended by the supplement;
Programme	Mercedes-Benz South Africa Limited ZAR35,000,000,000 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 (including Previous Notes issued and still Outstanding under the Programme pursuant to the Previous Programme Memoranda) at any one point in time, being ZAR35,000,000,000 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 24 June 2021;
Programme Memorandum	this programme memorandum dated 24 June 2021, as amended and/or restated and/or supplemented from time to time;
Rating	in relation to the Issuer and/or Guarantor and/or the Programme and/or a Tranche of Notes (where applicable), as the case may be, the national scale rating of the Issuer and/or Guarantor and/or the Programme and/or the Tranche of Notes, as the case may be, granted by the Rating Agency, specified in the Applicable Pricing Supplement;
Rating Agency	Fitch Ratings Limited (Fitch), Moody's Investors Service Limited (Moody's), as the case may be, and their successors or any other rating agency of equivalent national or international standing, as the case may be and as specified from time to time by the Issuer, specified in the Applicable Pricing Supplement (if applicable) and/or notified to Noteholders pursuant to Condition 20 (<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 11 (<i>Redemption and Purchase</i>);
Reference Banks	four leading banks in the South African inter-bank market selected by the Calculation Agent;
Reference Price	in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
Reference Rate	in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
Register	the register of Noteholders maintained by or on behalf of the Transfer Agent in accordance with Condition 14 (<i>Registration of Notes Issued in Certificated Form</i>) and Condition 15 (<i>Registration of Notes Issued in Uncertificated Form</i>), as the case may be;
Regular Period	<p>(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to, but excluding, the first Interest Payment Date and each successive period from and including one Interest Payment Date to, but excluding, the next Interest Payment Date;</p> <p>(b) in the case of Notes where, apart from the first Interest Period,</p>

interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the Day and the month (but not the year) on which any Interest Payment Date falls; and

- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "Regular Date" means the Day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

Relevant 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;
RMB	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;
SAFEX	the JSE Equity and Commodity Derivatives Markets;
SENS	the Stock Exchange News Service of the JSE;
Series	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <p>(a) expressed to be consolidated and form a single series; and</p> <p>(b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;</p>
Settlement Agent	a Participant, approved by the CSD 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, 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;
Specified Denomination	in relation to each Note in a Tranche of Notes, the denomination specified as such in the Applicable Pricing Supplement;
South Africa	the Republic of South Africa;
Specified Address	the address of the Transfer Agent, the Paying Agent, the Settlement Agent, Calculation Agent and/or the Issuer Agent as specified in the

	Applicable Pricing Supplement;
Subsidiary	a subsidiary company as defined in sections 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	Computershare Investor Services Proprietary Limited (registration number 2004/003647/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa or such other person 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;
Wholly Owned Subsidiary	a wholly owned subsidiary as defined in Section 3(1)(b) of the Companies Act;
ZAR or Rand	the lawful currency of South Africa, being the 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 which will not bear interest other than in the case of late payment, as indicated in the Applicable Pricing Supplement.

2. ISSUE

- 2.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the aggregate outstanding Nominal Amount of all of the Notes issued under the Programme from time to time (including all Notes issued (if any) under the Programme pursuant to the Previous Programme Memoranda) 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 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 registered 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(s) 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*), respectively, as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*) and held in the CSD, as contemplated in Condition 3.2.3 (*Beneficial Interests in Notes held in the CSD*). A Tranche of unlisted Notes may also be issued in uncertificated form, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*) and 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. 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.

3.2.2. **Notes issued in uncertificated form**

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

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 issued in uncertificated form and 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 in respect of Notes held in the CSD will be paid to the relevant Participant 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 13 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

3.2.4. **Recourse to the JSE Debt 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 JSE Debt Guarantee Fund Trust. Claims against the JSE Debt 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 JSE Debt 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 16.2 (*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

The Noteholder will be named in the Uncertificated Securities Register as the registered holder of each Tranche of Notes which is issued in uncertificated form.

4.3. Beneficial Interests in Notes held in the CSD

- 4.3.1. While a Tranche of Notes is held in the CSD, the Noteholder will be named in the Register as the sole Noteholder of the Notes in that Tranche.
- 4.3.2. 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.
- 4.3.3. 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.
- 4.3.4. 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 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 aggregate Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. A Noteholder (as the registered holder of such Notes named in the Register) will be treated by the Issuer, the Paying Agent, the Transfer Agent and the CSD as the holder of that aggregate Nominal Amount of such Notes for all purposes.
- 4.3.5. Beneficial Interests in Notes may be transferred only in accordance with the Applicable Procedures. Such transfers will not be recorded in the Uncertificated Securities Register and the Noteholder will continue to be reflected in the Uncertificated Securities Register as the registered holder of such Notes, notwithstanding such transfers.
- 4.3.6. 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 NOTES

The Notes are senior in nature and constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* (without any preference among themselves) with the claims of all other unsecured creditors of the Issuer other than those claims which are expressly preferred by the laws of South Africa.

6. NEGATIVE PLEDGE

So long as any of the Notes remain Outstanding, the Issuer undertakes not to provide security over

its assets for any other notes or bonds, including any guarantee or indemnity assumed therefor, without at the same time having the 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.

7. GUARANTEE

- 7.1. The Guarantor has given its unconditional and irrevocable guarantee (the **Guarantee**) to the Noteholders of Notes issued under the Programme on or after the Programme Date, being the effective date of such Guarantee, for the due and punctual payment in South African Rand of the amounts corresponding to the principal of, and interest, if any, on the Notes in accordance with the Terms and Conditions applicable to the Notes. The Guarantor has further undertaken (the **Undertaking**) that for so long as the Notes are Outstanding not to provide security over its assets for any other notes or bonds, including any guarantee or indemnity assumed therefor, without at the same time having the 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.
- 7.2. The Guarantee constitutes a contract for the benefit of the Noteholders as third party beneficiaries in accordance with § 328 subparagraph (1) German Civil Code (BGB), giving rise to the right of each Noteholder to require performance of the Guarantee directly from the Guarantor and to enforce the Guarantee directly against the Guarantor.
- 7.3. The Guarantee, will be deposited with, and be held by, the Paying Agent until the later of:
- 7.3.1. the date on which the Programme is terminated by the Issuer; and
- 7.3.2. the date on which all of the obligations of the Issuer and the Guarantor under or in respect of the Notes and/or the Guarantee, as the case may be, have been discharged in full.
- 7.4. Each Noteholder shall be entitled to require the Paying Agent to produce the original Guarantee, on request and further shall be entitled to require the Paying Agent, which shall be obliged, to provide a copy of the Guarantee to that Noteholder on request. In holding the Guarantee, the Paying 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. SUBSTITUTION

- 8.1. The Issuer shall, without the consent of the Noteholders, be entitled at any time to substitute for itself, any other company, as principal debtor (the **Substituted Issuer**) in respect of all obligations arising from or in connection with the Notes, provided that—
- 8.1.1. the Substituted Issuer is in a position to fulfil all payment obligations arising from or in connection with the Notes in ZAR without the necessity of any taxes or duties or other governmental charges to be withheld at source, and to transfer all amounts which are required therefor to the Noteholders without any restrictions;
- 8.1.2. more than 90% (ninety percent) of the voting shares or other voting interests of the Substituted Issuer are directly or indirectly owned by the Guarantor; and
- 8.1.3. the Substituted Issuer is a resident of South Africa in accordance with the prevailing Exchange Control Regulations.
- 8.2. The Noteholders shall be notified in accordance with Condition 20 (Notices).
- 8.3. In the event of such substitution any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substituted Issuer.

9. INTEREST

9.1. Fixed Rate Notes

- 9.1.1. Each Fixed Rate Note bears interest on its outstanding Nominal Amount from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement at the rate(s) per annum equal to the Fixed Rate of Interest so specified, payable in arrears on the Interest Payment Dates in each year up to and including the Maturity Date.

- 9.1.2. The first payment of interest will be made on the Interest Payment Date following the Interest Commencement Date.
- 9.1.3. Except as provided in the Applicable Pricing Supplement, the amount of interest payable per Note on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount, provided that:
 - 9.1.3.1. 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
 - 9.1.3.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.
- 9.1.4. Interest will be calculated in accordance with the Interest Rate Period as specified in the Applicable Pricing Supplement for Fixed Rate Notes listed on the JSE, however in any other instance, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, as specified in the Applicable Pricing Supplement, and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half such Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

9.2. **Floating Rate Notes**

Interest Payment Dates

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

Rate of Interest

The Rate of Interest payable from time to time in respect of the Floating Rate 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 limited to 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 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 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 Rate (as defined in the ISDA Definitions) that would be determined by such agent as a notional amount under an interest rate swap transaction if that agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on 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**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions specified in the Applicable Pricing Supplement.

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

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

(expressed as a percentage per annum) for the Reference Rate which appears on the Relevant Screen Page as at 11h00 (Johannesburg time) (or as otherwise specified in the Applicable Pricing Supplement) on the Interest Rate Determination Date in question plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If 5 (five) or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or

- (b) if the Relevant Screen Page is not available or if, in the case of (a)(i) above, no such offered quotation appears or, in the case of (a)(i) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal 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 Rate Determination Date in question. If 2 (two) or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or
- (c) if the Rate of Interest cannot be determined by applying the provisions of (a) and (b) above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately 11h00 (Johannesburg time) on the relevant Interest Rate Determination Date, deposits in an

amount approximately equal to the Nominal Amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the 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 Rate Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 9.2(c), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (through substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Applicable Pricing Supplement as being other than 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 announced on SENS and 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 3rd (third) Business Day before the relevant Interest Payment Date. Each Interest Amount, Interest Payment Date or effective Rate of Interest, as the case may be, so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period or a change in the effective Rate of Interest. Any such amendment will be promptly notified to the JSE, the CSD and/or every other relevant exchange or authority and to the Noteholders *via* SENS in accordance with Condition 20 (*Notices*) and at least 3 (three) Business Days prior to the relevant Interest Payment Date.

Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 9.2 (*Floating Rate Notes*), by the Calculation Agent shall (in the absence of wilful deceit, bad faith or manifest error or proven error) be binding on the Issuer and all Noteholders and in the absence as aforesaid no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

9.3. Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal or the Early Redemption Amount is improperly withheld or refused. In such event, interest will continue to accrue on the Nominal Amount of the Note or part of the Note at the Rate of Interest as specified in the Applicable Pricing Supplement, 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 20 (*Notices*).

9.4. 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** (for unlisted Notes), 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.

10. PAYMENTS

10.1. 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 in the name of, and for, the account of the CSD and/or the Participants, as shown in the Register on the Last Day to Register pursuant to the Applicable Procedures, and the Issuer will be discharged of its payment obligations by proper payment in the name of, and for the account of the CSD and/or holder 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 Applicable Law, but without prejudice to the provisions of Condition 12 (*Taxation*).

10.2. 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 12 (*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, the CSD nor the Participant shall be responsible for any loss in transmission and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 10.2 (*Method of Payment*).

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

10.3. **Payment Day**

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

10.3.1.1. is not specified in the Applicable Pricing Supplement, such date for payment shall be the following Business Day; and

10.3.1.2. is specified in the Applicable Pricing Supplement, such date for payment shall be adjusted according to such Business Day Convention, and shall accrue up and until, but exclude the relevant Interest Payment Date, and be paid to the Noteholder on the relevant Interest Payment Date.

10.4. **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:

10.4.1. the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;

10.4.2. the Optional Redemption Amount(s) (if any), as specified in the Applicable Pricing Supplement, of the Notes;

10.4.3. in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 11.5.3); and

10.4.4. 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.

11. **REDEMPTION AND PURCHASE**

11.1. **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.

11.2. **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 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), 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 20 (*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 11.2.1 below), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

11.2.1. 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 or the Guarantor is or would be required to pay additional amounts as provided or referred to in Condition 12 (*Taxation*); and

11.2.2. the requirement and/or any adverse effect cannot be avoided by the Issuer taking

reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 (ninety) Days prior to the earliest date on which the Issuer would be obliged to pay or may become subject to the payment of such additional amounts were a payment in respect of the Notes then due. Notes may be redeemed by the Issuer in accordance with this Condition 11.2 (*Redemption for Tax Reasons*) in whole or in part. A redemption in part may be effected by the Issuer:

- 11.2.2.1. notwithstanding that such partial redemption may not entirely avoid such obligation to pay additional amounts as provided for or referred to in Condition 12 (*Taxation*); and
- 11.2.2.2. *mutatis mutandis* in the manner described in Condition 11.3 (*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.

From the date of publication of the notice to Noteholders of the redemption referred to in this Condition 11.2 (*Redemption for Tax Reasons*), the Issuer shall deliver to the Transfer Agent and the Paying Agent at their Specified Addresses, for inspection by the relevant Noteholders (i) a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to effect such redemption have occurred and (ii) a copy of a legal opinion from independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed for tax reasons pursuant to this Condition 11.2 (*Redemption for Tax Reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 11.5 (*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.

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

If the Issuer has specified in the Applicable Pricing Supplement to having an option to redeem, the Issuer may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days irrevocable notice to the Noteholders in accordance with Condition 20 (*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 20 (*Notices*) not less than 15 (fifteen) Days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes Outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal Amount of Redeemed Notes which are uncertificated shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this

sub-paragraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 20 (*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, as the case may be, in respect of the balance of the Notes.

11.4. **Redemption at the Option of the Noteholders**

If Noteholders are specified in the Applicable Pricing Supplement as having an option to request the redemption of Notes, such Noteholders may exercise such option in respect of such Notes by delivering to the Transfer Agent, in accordance with Condition 20 (*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 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 Noteholders of uncertificated Notes shall take place in accordance with the Applicable Procedures.

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

In the event that the redeeming Noteholder is the holder of an Individual Certificate, then such 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.

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

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

Any Put Notice given by a Noteholder pursuant to this Condition 11.4 (*Redemption at the Option of the Noteholders*) shall be irrevocable except where, after giving the notice but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Noteholder, at its option, may elect by notice to the Issuer delivered at least 1 (one) Business Day prior to the Optional Redemption Date to withdraw the notice given pursuant to this Condition 11.4 (*Redemption at the Option of the Noteholders*) and instead to declare such Note forthwith due and payable pursuant to Condition 18 (*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.

11.5. **Early Redemption Amounts**

For the purpose of Conditions 11.2 (*Redemption for Tax Reasons*), Condition 11.3 (*Redemption at the Option of the Issuer*), Condition 11.4 (*Redemption at the Option of the*

Noteholders) and/or Condition 18 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount, plus interest (if any) calculated as follows:

- 11.5.1. in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- 11.5.2. in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement or, if no such amount or manner is so specified in the Applicable Pricing Supplement, at their Nominal Amount; or
- 11.5.3. in the case of Zero Coupon Notes, at an amount equal to the sum of: (i) the Reference Price; and (ii) the product of the Implied Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable (the **Amortised Face Amount**); or
- 11.5.4. 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.

11.6. **Purchases**

- 11.6.1. The Issuer or any of its Subsidiaries may, subject to the Applicable Laws, at any time purchase Notes, save for any instance where Issuer or any of its Subsidiaries are in possession of unpublished price sensitive information (pursuant to the Financial Markets Act) or it is an automatic purchase to a credit-linked Note resulting from a credit event being called or a purchase pursuant to the exercise of an early redemption right in accordance with these Terms and Conditions by a holder of such Notes, at any price in the open market or otherwise.
- 11.6.2. Such Notes may, subject to Applicable Laws, be held, resold, or, at the option of the Issuer, surrendered to the Transfer Agent for cancellation.

11.7. **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.

11.8. **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 11 (*Redemption and Purchase*) or upon its becoming due and repayable as provided in Condition 18 (*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 11.5.3 as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of: (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and (ii) 5 (five) Days after the date on which the full amount of the moneys payable has been received by the CSD, and notice to that effect has been given to the Noteholder in accordance with Condition 20 (*Notices*).

11.9. **Applicable Procedures**

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

12. **TAXATION**

All payments in respect of the Notes are subject to the prevailing tax legislation and regulations

of South Africa.

13. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES

13.1. Exchange of Beneficial Interests

- 13.1.1. 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.
- 13.1.2. 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 Address 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.
- 13.1.3. In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:
- 13.1.3.1. the CSD will surrender (through the CSD system) such uncertificated Notes to the Transfer Agent at its Specified Address; and
- 13.1.3.2. the Transfer Agent will obtain the release of such uncertificated Notes from the CSD in accordance with the Applicable Procedures.
- 13.1.4. An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of 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.

13.2. Replacement

If any Individual Certificate is worn out, mutilated, defaced, stolen, destroyed or lost it may be replaced at the Specified Address of the Transfer 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.

13.3. Death and sequestration or liquidation of Noteholder

Any Person becoming entitled to Notes as a consequence of the death, sequestration or liquidation of such Noteholder may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 13.3 (*Death and sequestration or liquidation of Noteholder*), or of his title as the Issuer and the Transfer Agent shall require, he be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 13.3 (*Death and sequestration or liquidation of Noteholder*) and Condition 16.2 (*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.

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

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

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

14.1.1. shall be kept at the Specified Address of the Transfer Agent and a copy thereof shall be made available for inspection at the Specified Address of the Issuer (as set out at the end of this Programme Memorandum) or such other Person as may be appointed for the time being by the Issuer to maintain the Register;

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

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

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

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

14.1.6. 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

14.1.7. shall be closed during the Books Closed Period.

14.2. 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.

14.3. 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.

14.4. 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.

15. **REGISTRATION OF NOTES ISSUED IN UNCERTIFICATED FORM**

15.1. The Uncertificated Securities Register of Noteholders in respect of Notes issued in uncertificated form will be administered by a Participant or the CSD as determined in accordance with the rules of the CSD.

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

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

16. **TRANSFER OF NOTES**

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

16.1.1. Beneficial Interests may be transferred only in accordance with the Applicable Procedures

through the CSD.

- 16.1.2. 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.
- 16.1.3. 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.
- 16.1.4. 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 holder of such Notes notwithstanding such transfers.
- 16.2. ***Transfer of Notes represented by Individual Certificates***
- 16.2.1. 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:
 - 16.2.1.1. the transfer of such Notes must be embodied in a Transfer Form;
 - 16.2.1.2. 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
 - 16.2.1.3. the Transfer Form must be delivered to the Transfer Agent at its Specified Address together with the Individual Certificate representing such Notes for cancellation.
- 16.2.2. 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).
- 16.2.3. Subject to this Condition 16.2 (*Transfer of Notes represented by Individual Certificates*), 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 Address or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Notes transferred reflecting the outstanding Nominal Amount of the Notes transferred.
- 16.2.4. Where a Noteholder has transferred only a portion of the Notes represented by an Individual Certificate, the Transfer Agent will authenticate and deliver to such Noteholder at the Transfer Agent's Specified Address 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.
- 16.2.5. 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.
- 16.2.6. 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.
- 16.2.7. No transfer of any Notes represented by an Individual Certificate will be registered whilst the Register is closed as contemplated in Condition 14 (Registration of Notes in Certificated Form).
- 16.2.8. 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.
- 16.2.9. In the event of a partial redemption of Notes under Condition 11.3 (Redemption at the Option of the Issuer), the Transfer Agent shall not be required in terms of Condition 11.3 (Redemption at the Option of the Issuer), to register the transfer of any Notes during the period beginning on the 10th (tenth) Day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

17. PRESCRIPTION

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

18. EVENTS OF DEFAULT

18.1. Any Noteholder shall be entitled, by delivery of a notice in accordance with Condition 20 (*Notices*), to declare the Notes held by the Noteholder due and demand immediate redemption thereof at an amount calculated in accordance with Condition 11.5 (*Early Redemption Amounts*) in the event (each an **Event of Default**) that:

18.1.1. any amounts due under the Notes have not been paid within 30 (thirty) Days from the relevant due date;

18.1.2. the Issuer fails duly to perform any other material obligation arising from the Notes, or the Guarantor should fail to perform any material obligation arising from the Undertaking referred to in Condition 7 (*Guarantee*) and such failure continues for more than 45 (forty five) Days after the Issuer has received notice thereof from the Noteholder;

18.1.3. the Issuer or the Guarantor announces its inability to meet its financial obligations;

18.1.4. a court opens bankruptcy or winding up or other insolvency proceedings against the Issuer (or, in the case of the Issuer, the initiation of business rescue proceedings as defined in section 128(1)(b) of the Companies Act) or the Guarantor, or such proceedings are instituted and have not been discharged or stayed within 60 (sixty) Days, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally; or

18.1.5. the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, consolidation or other form of consolidation with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with the issue of the Notes.

18.2. Any notice, including any notice declaring Notes due, in accordance with this Condition 18 (*Events of Default*) shall be made by means of written declaration delivered by hand or registered post to the Issuer.

18.3. In the case of Condition 18.1.2 any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in Conditions 18.1.1, 18.1.3 and 18.1.4 entitling Noteholders to declare their Notes due has occurred, become effective only when the Issuer has received such notices from Noteholders holding at least one tenth of the aggregate Nominal Amount on the Notes representing a Series or, if this is less, one tenth of the Nominal Amount of all Notes then Outstanding.

18.4. Notification of Event of Default

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders, the Guarantor and the JSE in writing.

19. CALCULATION AGENT, TRANSFER AGENT, PAYING AGENT, SETTLEMENT AGENT AND ISSUER AGENT

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

20. NOTICES

20.1. All notices to the Noteholders 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 7th (seventh) day following the day on which the

notice was posted as received by a post office (if such notice is sent by registered mail) or the date of delivery (if such notice is delivered by hand).

- 20.2. Notwithstanding the provisions of Condition 20.1, 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 20.1, by the delivery of the relevant notice to the CSD, the relevant Participant 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 relevant Participant.
- 20.3. Any notice to the Issuer shall be deemed to have been received by the Issuer, if delivered to the registered office of the Issuer, on the date of delivery, and if sent by registered mail, on the 7th (seventh) Day after the Day on which it is sent. The Issuer may change its registered office upon prior written notice to Noteholders specifying such new registered office.
- 20.4. For so long as any of the Notes are uncertificated, notice may be given by any holder of an uncertificated Note to the Issuer *via* the relevant Settlement Agent in accordance with the Applicable Procedures, in such manner as the Issuer and the relevant Participants may approve for this purpose.

21. AMENDMENT OF THESE TERMS AND CONDITIONS

- 21.1. These Terms and Conditions set out all the rights and obligations relating to the Notes and, subject to the further provisions of this Condition 21 (*Amendment of these terms and conditions*), no addition, variation or consensual cancellation of these Terms and Conditions shall be of any force or effect unless the JSE has been notified and the amendments have been reduced to writing and signed by or on behalf of the Issuer, the Guarantor and the Noteholders (if applicable).
- 21.2. The Issuer and Guarantor may effect, without the consent of the Noteholders or the relevant Class of Noteholders, as the case may be, any modification of the Terms and Conditions, and/or the Applicable Pricing Supplement(s) and/or the Guarantee which is of a technical nature (including an increase in the Programme Amount and the Guarantee size) or is made to correct a manifest error or to comply with mandatory provisions of any Applicable Laws. No prior approval of the JSE or such other Financial Exchange, as the case may be, is required, however, the Issuer must provide the amended Terms and Conditions and/or the Applicable Pricing Supplement to the JSE immediately after the amendment and release of an announcement on SENS providing a summary of the amendments and where the amended Terms and Conditions and/or the Applicable Pricing Supplement will be available for the inspection. Any such modification to an issuer document shall be binding on the Noteholders or the relevant Class of Noteholders, as the case may be, and any such modification shall be communicated to the Noteholders or the relevant Class of Noteholders, as the case may be, in accordance with Condition 20 (*Notices*) as soon as is practicable thereafter.
- 21.3. If any amendments to the Terms and Conditions, and/or the Applicable Pricing Supplement(s) and/or the Guarantee, do not fall within the provisions of Condition 21.2 the amendments will be approved in terms of Conditions 21.4 set out below.
- 21.4. Subject to the prior conditional 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 the relevant Class of Noteholders, as the case may be, amend these Terms and Conditions, and/or the Applicable Pricing Supplement(s) 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 20 (*Notices*).
- 21.5. Within 48 (forty eight) hours after the meeting to consider the proposed Extraordinary Resolution has been held the Issuer shall procure that a SENS announcement is released containing details of the voting results.
- 21.6. Any such amendment to this Programme Memorandum shall be binding on the Noteholders

or the relevant Class of Noteholders, as the case may be.

22. MEETINGS OF NOTEHOLDERS/CONSENT PROCESS

22.1. Convening of meetings

- 22.1.1. The Issuer may at any time convene a meeting of Noteholders (a **Meeting** or the **Meeting**).
- 22.1.2. The Issuer must convene a Meeting upon the requisition in writing of the holders of:
 - 22.1.2.1. at least 10% (ten percent) of the aggregate Nominal Amount outstanding of the Notes; or
 - 22.1.2.2. at least 10% (ten percent) of the aggregate Nominal Amount outstanding of a specific Class of Notes (**Requisition Notice**).
- 22.1.3. The Issuer will, if required to convene a Meeting by the Noteholders (as contemplated in Condition 22.1.2 in line with the Applicable Procedures and, inform the JSE in writing and describe the purpose of the meeting.
- 22.1.4. Whenever the Issuer wishes or is required to convene a Meeting, it shall forthwith give notice in writing to the Noteholders as specified in Condition 22.4 (**Consent Notices**).
- 22.1.5. The Meeting must be announced on SENS and the announcement must state, *inter alia*, the date and time of the Meeting and the date that the Issuer has selected to determine which Noteholders recorded in the Register will receive Consent Notice and the last date by which proxy forms must be submitted.
- 22.1.6. All Meetings shall be held in Johannesburg.
- 22.1.7. 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, but shall not be entitled to vote, other than as a proxy (as defined below) or duly authorised representative of a Noteholder.
- 22.1.8. The Noteholders who demanded a Meeting (as may, prior to such Meeting, withdraw the demand for such Meeting by issuing a written notice to the Issuer, a copy of which must also be submitted to the JSE. Further, the Issuer may cancel the required Meeting if the required percentage in Condition 22.1.2 is not met as a result of one or more of the demands being withdrawn.
- 22.1.9. Where the Issuer is required to convene a Meeting, the Issuer must within 2 (two) Business Days after the Meeting was held announce on SENS the outcome of the Meeting.

22.2. Requisition

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

22.3. Convening of meetings by requisitionists

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

22.4. Consent Notices

- 22.4.1. Subject to Condition 22.4.2, unless all Noteholders or all the holders of a relevant Class of

Notes are present at the meeting and vote to waive the minimum notice period, a minimum of at least 15 (fifteen) Business Days written Consent Notice specifying the place, Day, time and record date of the proposed Meeting and the nature of the business to be transacted thereat shall be given by the Issuer to Noteholders.

22.4.2. After the deposit with the company secretary of the Issuer of a valid Requisition Notice, the Issuer must, within the time period prescribed by the Applicable Laws, issue a written Consent Notice to the Noteholders.

22.4.3. The Consent Notice shall specify, inter alia, the place, Day, time, and record date of the proposed Meeting and the nature of the business to be transacted thereat. The Consent Notice shall also specify the percentage of voting rights that will be required for the proposed resolution to be adopted and the form of the proposed resolution and shall include a statement to the effect that Noteholders may appoint proxies (who need not also be Noteholders) and that the participants at the Meeting need to provide satisfactory identification. Such Consent Notice is required to be given in accordance with Condition 20 (Notices).

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

22.5. **Quorum**

22.5.1. At any meeting one or more Noteholders or relevant Class of Noteholders, as the case may be, present in person or by proxy and holding in the aggregate not less than 25% (twenty five percent) of the voting rights that are entitled to be exercised in respect of at least 1 (one) matter to be decided at the meeting shall form a quorum for the transaction of business. If there are more than two Noteholders, then the meeting may not begin until at least three Noteholders are present at the meeting.

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

22.5.3. If, within 1 (one) hour from the time fixed for the meeting, a quorum is not present, (i) for the meeting to take place, then the meeting shall stand adjourned for 1 (one) week, or (ii) for the matter to be considered, then the meeting shall be postponed to a later time in the meeting unless there is no other business on the agenda for the meeting, in which case the meeting shall stand adjourned for one week.

22.5.4. The chairman may extend the one hour limit for a reasonable period on the grounds that (a) exceptional circumstances affecting weather or transportation have generally impeded or are generally impeding the ability of the Noteholders to be present at the meeting or (b) 1 (one) or more particular Noteholders, having been delayed have communicated an intention to attend the meeting, and those Noteholders, together with others in attendance, would satisfy the quorum requirements for the meeting of the matter to be considered. The Issuer is not required to give further notice of a meeting that has been postponed or adjourned unless the location of the meeting has changed. If at the time appointed for a postponed meeting to begin or an adjourned meeting to resume, the requirements for a quorum have not been satisfied, the Noteholders present in person or by proxy will be deemed to constitute a quorum.

22.6. **Chairman**

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

22.7. **Adjournment**

22.7.1. A meeting, or the consideration of any matter at the meeting, may be adjourned from time to time without further notice, on a motion supported by Persons entitled to exercise, in aggregate, the majority of the voting rights held by all of the Persons who are present at the meeting at the time and that are entitled to be exercised on at least one matter remaining on the agenda of the meeting or on the matter under consideration. Such

adjournment may be to a fixed time and place or until further notice (in such case, the notice must then be provided to the Noteholders timeously). A meeting, or the consideration of any matter at the meeting, may be adjourned from time to time without further notice, on a motion supported by Persons entitled to exercise, in aggregate, the majority of the voting rights held by all of the Persons who are present at the meeting at the time and that are entitled to be exercised on at least 1 (one) matter remaining on the agenda of the meeting or on the matter under consideration. Such adjournment may be to a fixed time and place or until further notice (in such case, the notice must then be provided to the Noteholders timeously).

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

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

22.8. **How questions are decided**

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

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

22.8.3. A polled vote must be held on a particular matter to be voted on in a meeting if a demand for a polled vote is made by (i) at least 5 (five) persons having the right to vote on the matter either in person or as proxy of the Noteholder or (ii) a Person who is, or Persons who together are, entitled to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter.

22.8.4. 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.

22.9. **Votes**

22.9.1. On a show of hands every Noteholder present in person shall have 1 (one) vote. On a poll every Noteholder, present in person or by proxy, shall have 1 (one) vote for each 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 1 (one) vote on a show of hands and 1 (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 1 (one) of such joint holders is present in person or by proxy at the meeting. The Noteholder in respect of uncertificated Notes shall vote at any such meeting on behalf of the 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.

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

22.10. **Proxies and representatives**

22.10.1. Noteholders may:

22.10.1.1. present in person; or

22.10.1.2. through any appointed Person (a proxy), by an instrument in writing (a form of proxy) in the form annexed to the notice convening the meeting, signed by the Noteholder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer or a duly authorised officer of the corporation, vote on a poll or by show of hands.

- 22.10.2. A Person appointed to act as proxy need not be a Noteholder.
- 22.10.3. The form of proxy shall be deposited in accordance with the Applicable Procedures at the office of the Noteholder's nominated Participant or at the office where the Register is kept or at such other office as the Issuer may determine not less than 24 (twenty four) hours before the time appointed for holding the meeting or adjourned meeting at which the Person named in such form of proxy proposes to vote, or the chairman decides otherwise and in default, the proxy shall be invalid.
- 22.10.4. 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.
- 22.10.5. A proxy shall have the right to demand or join in demanding a poll.
- 22.10.6. Notwithstanding Condition 22.10.4 the form of proxy shall be valid for any adjourned meeting, unless the contrary is stated thereon.
- 22.10.7. 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.
- 22.10.8. 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 22 (*Meetings of Noteholders/Consent Process*) to a Noteholder present in person includes such a duly authorised representative of a Noteholder.
- 22.11. **Minutes**
- 22.11.1. The Issuer shall cause minutes of all resolutions and proceedings of meetings to be duly entered in the minute books of the Issuer.
- 22.11.2. 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.
- 22.12. ***Mutatis mutandis* application**
- The provisions of this Condition 22 (*Meetings of Noteholders/Consent Process*) shall apply *mutatis mutandis* to the calling and conduct of meetings on an individual Tranche, Series or Class of Noteholders, as the case may be.

23. 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.

24. GOVERNING LAW

- 24.1. These Terms and Conditions 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.
- 24.2. The terms of the Guarantee shall be governed by and shall be construed in accordance with, the laws of the Republic of Germany in force from time to time.

SIGNED at East London on this 24th day of June 2021

For and on behalf of
MERCEDES-BENZ SOUTH AFRICA LIMITED



Name: Andreas Engling
Capacity: CEO & Executive Director Manufacturing
Who warrants his/her authority hereto



Name: Klaus Eser
Capacity: CFO & Executive Director
Who warrants his/her authority hereto

USE OF PROCEEDS

Capitalised terms used in this section headed "Use of Proceeds" shall bear the same meanings as 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.

FORM OF GUARANTEE

Daimler AG

Stuttgart, Bundesrepublik Deutschland

(non-binding translation)

Garantie

zugunsten der Gläubiger der von Mercedes-Benz South Africa Limited (Registernummer 1962/000271/06) als Emittentin (die „Emittentin“) im Rahmen des ZAR 35,000,000,000 Domestic Medium Term Note Programmes vom 24 June 2021 (das „Programm“) begebenen Schuldverschreibungen (die „Schuldverschreibungen“).

Die Daimler AG (die „Garantin“) übernimmt gegenüber jedem Gläubiger (jeweils ein „Gläubiger“) der Schuldverschreibungen (die „Schuldverschreibungen“), die ab dem 24 June 2021 unter dem vorgenannten Programm begeben werden, die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen auf die Schuldverschreibungen, die gemäß den Emissionsbedingungen der Schuldverschreibungen (die „Bedingungen“) zahlbar sind.

Sinn und Zweck dieser Garantie ist es, sicherzustellen, dass die Gläubiger unter allen tatsächlichen oder rechtlichen Umständen und ungeachtet der Wirksamkeit und Durchsetzbarkeit der Verpflichtungen der Emittentin oder der gemäß Condition 8 (Substitution) der Bedingungen an ihre Stelle getretene(n) Gesellschaft(en) sowie ungeachtet aller sonstigen Gründe, aus denen eine Zahlung durch die Emittentin oder die gemäß Condition 8 (Substitution) der Bedingungen an ihre Stelle getretene(n) Gesellschaft(en) unterbleiben mag, die als Kapital und etwaige Zinsen zahlbaren Beträge zu den Terminen erhalten, die in den für die jeweiligen Schuldverschreibungen geltenden Bedingungen vorgesehen sind.

Solange Schuldverschreibungen unter dem Programm ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und etwaigen Zinsen dem Paying Agent zur Verfügung gestellt worden sind, verpflichtet sich die Garantin hiermit gegenüber den Gläubigern, für andere Schuldverschreibungen, einschließlich dafür übernommener Garantien und Schadloshaltungen, keine Sicherheiten an ihrem Vermögen zu bestellen, ohne die

Guarantee

in favour of the holders of notes issued by Mercedes-Benz South Africa Limited (registration number 1962/000271/06) as issuer (the „Issuer“) under the ZAR 35,000,000,000 Domestic Medium Term Note Programme dated 24 June 2021 (the „Programme“).

Daimler AG (the „Guarantor“) irrevocably and unconditionally guarantees to the holder (each a „Holder“) of notes (the „Notes“) issued on or after 24 June 2021 being the effective date of such Guarantee, under the aforesaid Programme the due and punctual payment of the principal of, and interest, if any, on the Notes in accordance with the terms and conditions of the Notes (the „Conditions“).

The intent and purpose of this Guarantee is to ensure that the Holders under all circumstances, whether factual or legal, and regardless of the validity and enforceability of the obligations of the Issuer or the company or companies which may have been substituted for the same pursuant to Condition 8 (*Substitution*) of the Conditions and regardless of any other grounds on the basis of which the Issuer or the company or the companies which may have been substituted for the same pursuant to Condition 8 (*Substitution*) of the Conditions may fail to effect payment, shall receive the amounts payable as principal and interest, if any, on the dates stipulated in the Conditions.

So long as any of the Notes issued under the Programme are outstanding, but only up to the time all amounts of principal and interest, if any, have been placed at the disposal of the Paying Agent, the Guarantor hereby undertakes to the Holders not to provide any security upon its assets for other notes or bonds, including any guarantee or indemnity assumed therefor, without at the same time having the Holders of the aforesaid Notes share equally and rateably in such security, provided that security upon its assets is neither mandatory pursuant to applicable law nor required as a prerequisite for governmental approvals.

This Guarantee constitutes a contract in favour of the Holders from time to time as third party

Gläubiger der obengenannten Schuldverschreibungen zur gleichen Zeit im gleichen Rang an solchen Sicherheiten teilnehmen zu lassen, vorausgesetzt, dass derartige Besicherungen ihres Vermögens weder gesetzlich vorgeschrieben sind noch im Zusammenhang mit staatlichen Genehmigungen verlangt werden.

Diese Garantie stellt einen Vertrag zu Gunsten der jeweiligen Gläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB dar, der jedem Gläubiger das Recht gibt, Erfüllung der hierin übernommenen Verpflichtungen unmittelbar von der Garantin zu verlangen und diese Verpflichtungen unmittelbar gegen die Garantin durchzusetzen.

Die Rand Merchant Bank, a division of FirstRand Bank Limited (Registernummer 1926/001225/06), die diese Garantie annimmt, handelt nicht als Treuhänderin oder in ähnlicher Eigenschaft für die Gläubiger.

Das Original dieser Garantie wird der Rand Merchant Bank, a division of FirstRand Bank Limited ausgehändigt. Die Rand Merchant Bank, a division of FirstRand Bank Limited verpflichtet sich, dieses bis zur Erfüllung der Verpflichtungen aus den Schuldverschreibungen und der Garantie in Verwahrung zu halten.

Wenn die Emittentin und die Gläubiger die Änderung der Bedingungen in Übereinstimmung mit dem Bestimmungen von Condition 21 (Amendment of these Terms and Conditions) vereinbaren (falls anwendbar), übernimmt die Garantin die unbedingte und unwiderrufliche Garantie für die Zahlung aller gemäß den geänderten Bedingungen zahlbaren Beträge.

Die Rechte und Pflichten aus dieser Garantie bestimmen sich in jeder Hinsicht nach deutschem Recht und sollen ausschließlich nach deutschem Recht ausgelegt werden. Erfüllungsort und Gerichtsstand ist Frankfurt am Main.

Diese Garantie ist in deutscher Sprache abgefasst und ihr ist eine unverbindliche Übersetzung in die englische Sprache beigefügt.

Stuttgart, den [•]

beneficiaries pursuant to § 328 (1) German Civil Code (*BGB*) giving rise to the right of each Holder to require performance of the obligations undertaken herein directly from the Guarantor and to enforce such obligation directly against the Guarantor.

Rand Merchant Bank, a division of FirstRand Bank Limited (registration number 1926/001225/06) ("RMB"), which accepts this Guarantee, does not act in fiduciary or similar capacity for the Holders.

The original copy of this Guarantee shall be delivered to, and kept by, RMB. RMB agrees to hold the original copy of this Guarantee in custody until all obligations under the Notes and the Guarantee have been fulfilled.

In case the Issuer and the Holders agree to amend the Conditions in accordance with the provisions of Condition 21 (*Amendment of these Terms and Conditions*) of the Conditions (if applicable), the Guarantor unconditionally and irrevocably guarantees the payment of all amounts due in accordance with such amended Conditions.

The rights and obligations arising from this Guarantee shall in all respects be governed by, and shall be exclusively constructed in accordance with German law. Place of performance and place of jurisdiction shall be Frankfurt am Main, Germany.

This Guarantee is written in the German language and attached hereto is a non-binding English language translation.

Daimler AG

[•]

[•]

Wir nehmen die vorstehenden Erklärungen ohne Obligo, Gewährleistung oder Rückgriff auf uns an.

Johannesburg, den [•]

Rand Merchant Bank, a division of FirstRand Bank Limited

(registration number 1926/001225/06)

We accepted all of the above without recourse, warranty or liability.

Johannesburg, [•]

Rand Merchant Bank, a division of FirstRand Bank Limited

(registration number 1926/001225/06)

RISK FACTORS RELATED TO MERCEDES-BENZ SOUTH AFRICA LIMITED AND DAIMLER AG

All information pertaining to, inter alia, the description of the risk factors related to Mercedes-Benz South Africa Limited and Daimler AG, as set out in the Information Statement, which may be amended and restated from time to time, will be incorporated in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://corporate.mercedes-benz.co.za/investor-relations/information/dmtn-programme/>.

DESCRIPTION OF MERCEDES-BENZ SOUTH AFRICA LIMITED

All information pertaining to, inter alia, the description of Mercedes-Benz South Africa Limited, its business, management and corporate governance, as set out in the Information Statement, which may be amended and restated from time to time, will be incorporated in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://corporate.mercedes-benz.co.za/investor-relations/information/dmtn-programme/>.

DESCRIPTION OF DESCRIPTION OF DAIMLER AG

All information pertaining to, inter alia, the description of Daimler AG, as set out in the Information Statement, which may be amended and restated from time to time, will be incorporated in, and form part of this Programme Memorandum, and will be available on the Issuer's website <https://corporate.mercedes-benz.co.za/investor-relations/information/dmtn-programme/>.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

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

Notes 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 for Participants. As at the Programme Date, the Participants which are approved by the CSD, in terms of the Applicable Procedures, as Settlement Agents to perform electronic settlement of funds and scrip are ABSA Bank Limited; Citibank N.A. South Africa Branch; FirstRand Bank Limited Nedbank Limited; The Standard Bank of South Africa Limited; Standard Chartered Bank, Johannesburg Branch and the South African Reserve Bank. Euroclear, Bank S.A./N.V, as operator of the Euroclear System (**Euroclear**), and Clearstream Banking, société anonyme, (Clearstream Luxembourg) (**Clearstream**) as operator of the Euroclear System, and Clearstream will settle off-shore 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 Noteholder will be named in the Register as the holder of the Notes in that Tranche in accordance with the Applicable Procedures. All amounts to be paid in respect of Notes held in the CSD will be paid to the relevant Participants on behalf of the relevant Noteholder pursuant to the Applicable Procedures. All rights to be exercised in respect of Notes held in the CSD will be exercised by the relevant Noteholder.

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 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 Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. However, the Noteholder as the registered holder of such Notes named in the Uncertificated Securities Register will be treated by the Issuer, the Paying Agent, the Transfer Agent and the CSD as the holder of that aggregate Nominal Amount of such Notes for all purposes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the 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 or the relevant Participant, as the case may be, for such Person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the 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 and the Applicable Procedures, title to Beneficial Interest held by Noteholders through the CSD will be freely transferable and will pass on transfer thereof by electronic book entry in the securities accounts maintained by the CSD or relevant Participants for such Noteholders.

Beneficial Interests may be exchanged for Notes represented by Individual Certificates in accordance with Condition 16.2 (*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.

JSE Debt 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 JSE Debt Guarantee Fund Trust. Claims against the JSE Debt 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 JSE Debt 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(s) have in terms of the amended and restated programme agreement dated 24 June 2021 entered into amongst the Issuer, the Arranger, Dealer(s) and Guarantor, as may be amended, supplemented or restated from time to time (the **Programme Agreement**), agreed with the Issuer on a basis upon which it may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

Selling restrictions

South Africa

The Notes may not be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction other than in 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 (one million Rand), or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the 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**) or the securities laws of any state in the United States of America and the Notes may not be offered or sold or transferred within the United States or to, or for the account or benefit of, U.S. Persons (as defined in the Regulation S of the Securities Act) 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) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100 (one hundred) or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 (one hundred and fifty) natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive,

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

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

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

United Kingdom

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

- (a) in relation to any of the Notes in that Tranche which have a maturity of less than one year, (i) it is a Person whose ordinary activities involve it in acquiring, holding, managing or disposing of

investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any of such Notes other than to Persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of such Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act, 2000 (the **FSMA**) by the Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any of the Notes in that Tranche under circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any of the Notes in that Tranche in, from or otherwise involving the United Kingdom.

General

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

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

Neither the Issuer nor any of the 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. South African tax laws are subject to frequent change and accordingly the comments set out below may be subject to change, possibly with retrospective effect. The contents of this section headed "Taxation" do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional tax advisers in this regard. The Issuer makes no representation and gives no warranty or undertaking, express or implied, and accepts no responsibility for the accuracy or completeness of the information contained in this section.

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**, as amended from time to time) because the Notes do not constitute "securities" as defined in the STT Act (i.e. the Notes will not, themselves, constitute a share or depository receipt in a company). 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**, as amended from time to time). 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 that constitute "debt securities" as defined in section 2(2)(iii) of the VAT Act will be subject to VAT at the standard rate (currently 15% (fifteen 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

South African resident Noteholders

Under current South African tax laws a "*resident*" (as defined in section 1 of the Income Tax Act, 1962 (the **Income Tax Act**, as amended from time to time)) 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.

The tax treatment of resident Noteholders will depend on whether amounts derived in respect of the Notes constitute, for example, "*interest*" (see below), an amount of a revenue nature or an amount of a capital nature. The Notes can constitute a wide variety of instruments subject to different terms. In addition to the terms of the instrument, the circumstances of the Noteholder could impact the tax treatment of amounts derived in respect of the Notes. The Noteholder could be exempt from tax, may hold the Notes as long-term investments on capital account, or may be trading in the Notes on revenue account. Noteholders are advised to consult their own professional advisers as to the nature of any amount earned pursuant to the Notes, and the tax treatment of the amount.

"*Interest*" includes the gross amount of interest or any similar finance charge, as well as any discount or premium to the principal amount of a Note. Interest accrues (or is deemed to accrue) to a Noteholder and must be included in gross income, in accordance with section 24J of the Income Tax Act on a day

to-day basis until that Noteholder disposes of the Note or until maturity. This day-to-day 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 outstanding amount for the relevant tax period. If on disposal or on maturity the Noteholder has included in gross income interest that the Noteholder did not actually receive, section 24J of the Income Tax Act allows the deduction of an adjusted loss.

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. If a Note is disposed of on a speculative basis or as part of a scheme of profit making, the gain should generally be revenue in nature and subject to normal tax. If a Note is held with a capital intention any gain on disposal will likely be subject to the lower capital gains tax (explained in more detail below).

Section 24JB of the Income Tax Act deals with the taxation of financial instruments for certain types of taxpayers (“covered persons”, as defined in section 24JB of the Income Tax Act). If section 24JB of the Income Tax Act applies to the Noteholders and the Notes, the tax treatment of the acquisition, holding and/or disposal of the Notes will differ from what is set out above. Noteholders should seek advice from their own professional advisors as to whether these provisions may apply to them.

Non-resident Noteholders

Non-residents of South Africa are subject to income tax on all amounts derived from a South African source (subject to domestic exemptions or relief in terms of an applicable double taxation treaty). Depending on the nature of the amount, different domestic rules regarding the determination of source will be applicable. Regarding the treatment of amounts earned by non-residents of South Africa that are capital in nature, see “*Capital Gains Tax*” below.

Interest as defined in section 24J of the Income Tax Act (see above) is derived from a South African source if that amount:

- (a) is attributable to an amount 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 received or accrues in respect of the utilisation or application in South Africa by any Person of any funds or credit obtained in terms of any form of “*interest-bearing arrangement*”.

The Notes could 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, any interest paid to the Noteholders will be from a South African source and subject to South African income tax, unless such interest income is exempt from South African income tax 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 received by or that accrues 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.

In respect of non-resident Noteholders, a liability for South African income tax may arise should the Notes so disposed of be attributable to a South African permanent establishment of such Noteholder, and provided that the proceeds from such a disposal are regarded as being derived from a South African source (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

Non-resident purchasers are advised to consult their own professional advisers as to the above South African tax implications.

Capital Gains Tax

South African resident Noteholders

A resident Noteholder that disposes of Notes other than on a speculative basis or as part of a scheme of profit-making would need to determine a capital gain or loss, which would be subject to a lower effective tax rate than income tax.

Non-resident Noteholders

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 effectively connected with a permanent establishment of that Person.

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

Withholding Tax

A final withholding tax on interest which is levied at the rate of 15% applies to interest payments made from a South African source to foreign Persons (i.e. non-residents). The withholding tax on interest becomes payable at the earlier time when that interest is paid or that interest becomes due and payable. The withholding tax on interest is subject to certain exemptions (see below). South Africa is also a party to double taxation treaties that may provide full or partial relief from the withholding tax on interest, provided that administrative procedures are followed.

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 listed debt 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 Financial Exchange. Thus, to the extent that the Notes remain listed on that exchange (and to the extent that that Financial Exchange remains a recognised Financial 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 Financial 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 (one hundred and eighty three) days in aggregate during the twelve month period preceding the date on which the interest is paid; or
- (b) the debt claim in respect of which that interest is paid is effectively connected with a permanent establishment of that foreign Person in South Africa, if that foreign Person is registered as a taxpayer in terms of Chapter 3 of the Tax Administration Act, 2011; and
- (c) the foreign Person submits a declaration in a prescribed form confirming their exemption to the Person liable for the payment of the interest before payment of the interest is made.

A foreign Person could also qualify for the exemption if the foreign Person is an institution listed in section 50D of the Income Tax Act.

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 is unlikely to be exempt from the withholding tax.

Prospective subscribers for or purchasers of Notes are advised to consult their own professional advisers to ascertain whether the abovementioned provisions may apply to them.

Definition of Interest

The references to "*interest*" above mean "*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.

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 Terms and Conditions may be subject to the Exchange Control Regulations.

Emigrant Capital Account

Emigrant Capital in an Emigrant’s Capital account 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 Emigrant Capital from an Emigrant’s Capital account 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(s) controlling such emigrant’s remaining 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 Emigrant Capital account.

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

Non-residents of the Common Monetary Area

Any Individual Certificates issued to Noteholders who are not resident in the Common Monetary Area will be endorsed “*non-resident*”. 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(s) 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 or Rand from a non-resident Rand account held with an authorised foreign exchange dealer and provided that the relevant Individual Certificate has been endorsed “*non-resident*” or the relevant securities account has been designated as a “*non-resident*” account, as the case may be.

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

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

GENERAL INFORMATION

Capitalised terms used in this section headed "General Information" shall bear the same meanings as 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 and Guarantor under the laws of Germany as at the Programme Date have been given for the update of the Programme and the issue of Notes and for the Issuer and Guarantor 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 24 June 2021. 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 Programme remains registered with the JSE, 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 <https://corporate.mercedes-benz.co.za/investor-relations/information>, 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 and its subsidiaries since the date of the Issuer's latest audited financial statements. As at the Programme Date, there has been no involvement by KPMG Incorporated in making the aforementioned statement.

Litigation

Save as disclosed herein and in the most recent audited financial statements and interim financial statements, neither the Issuer, the Guarantor nor any of their respective consolidated Subsidiaries is or has been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a material effect on the financial position or the operations of the Issuer and the Guarantor in the previous 12 months, nor are they aware of any such proceedings being threatened or pending.

Auditors

KPMG Incorporated has acted as the auditor of the financial statements of the Issuer for the financial periods ended 31 December 2018, 2019 and 2020 and in respect of those periods, have issued unmodified audit reports.

Compliance

The Issuer is incorporated in terms of and in compliance with the provisions of, *inter alia*, the Companies Act and is acting in conformity with its Memorandum of Incorporation.

CORPORATE INFORMATION

ISSUER**MERCEDES-BENZ SOUTH AFRICA LIMITED**

(registration number 1962/000271/06)

Wierda Road

Zwartkop

Pretoria, 0157

South Africa

Contact: Mr D van Der Bank

GUARANTOR**DAIMLER AG**

(registration number HRB 19360)

Mercedesstraße 120

D-70327 Stuttgart

Federal Republic of Germany

Contact: Mr P Zirwes

ARRANGER**MERCEDES-BENZ SOUTH AFRICA LIMITED**

(registration number 1962/000271/06)

Wierda Road

Zwartkop

Pretoria, 0157

South Africa

Contact: Mr D van Der Bank

JSE DEBT SPONSOR**THE STANDARD BANK OF SOUTH AFRICA LIMITED,
acting through its Corporate and Investment Banking division**

(registration number 1962/000738/06)

30 Baker Street

3rd Floor East

Rosebank, 2196

South Africa

Contact: Head – Debt Capital Markets

**CALCULATION AGENT, PAYING AGENT
AND ISSUER AGENT****RAND MERCHANT BANK,
a division of FIRSTRAND BANK LIMITED**

(registration number 1929/001225/06)

1 Merchant Place

Cnr Fredman Drive and Rivonia Road

Sandton, 2196

South Africa

Contact: Head – Debt Finance Group

TRANSFER AGENT**COMPUTERSHARE INVESTOR SERVICES
PROPRIETARY LIMITED**

(registration number 2004/003647/07)

Rosebank Towers

15 Bierman Avenue

Rosebank, 2196

South Africa

Contact: Head – Investor Services

LEGAL ADVISORS TO THE ISSUER, ARRANGER AND DEALER

BOWMAN GILFILLAN INCORPORATED

(registration number 1998/021409/21)

11 Alice Lane

Sandton, 2196

South Africa

Contact: Mr C van Heerden

AUDITORS TO THE ISSUER

KPMG INCORPORATED

(registration number 1999/21543/21)

85 Empire Road

Parktown, 2193

South Africa

Contact: Audit Partner – Mercedes-Benz