

## ABRIDGED PRE-LISTING STATEMENT

Relating to a listing of Nedbank Group Limited (“Nedbank”) Zimbabwe Depository Receipts (“ZDRs”) by way of introduction on the Victoria Falls Stock Exchange (“VFEX”) as a non-issuer sponsored facility

### Depository & Issuer



### Sponsors



### Legal Advisors



**THIS ABRIDGED PRE-LISTING STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

### ACTION REQUIRED

Shareholders of Nedbank Group Limited (“Nedbank”) on the Zimbabwe branch register (local shareholders) who are interested in trading their equity securities in Zimbabwe may elect, by completing the form of acceptance attached hereto as Appendix A, to convert their Nedbank shares into Nedbank depository receipts to be issued and listed on the Victoria Falls Stock Exchange (“VFEX”). If you are in any doubt as to the action you should take, please consult your stockbroker, banker, accountant or other professional advisor immediately.

### Background

On the 11<sup>th</sup> of March 2016, Old Mutual Plc announced its strategy of Managed Separation as the Board believed that the long-term interests of Old Mutual Plc shareholders and other stakeholders would be best served by separating the four businesses then owned by the Old Mutual Plc group. It believed that the structure at the time trapped value and inhibited the efficient management and funding of the growth and potential of the four strong individual businesses comprising the Group. In 2018, the managed separation was completed and shareholders of Old Mutual Limited received Nedbank Group Limited shares by means of an Unbundling. Old Mutual Limited further concluded a second Unbundling of Nedbank Group Limited shares to its shareholders in October 2021.

Nedbank Group Limited is a financial services group offering wholesale and retail banking services, as well as insurance, asset management and wealth management services. Through its principal banking subsidiary, Nedbank Limited, the group is one of South Africa’s four largest banks. Apart from its predominant exposure to the South African market, the business also has subsidiaries in Lesotho, Mozambique, Namibia, eSwatini (Swaziland) and Zimbabwe.

As Nedbank was not listed in Zimbabwe, it contracted Corpserve Registrars (“Corpserve”) to set up a share dealing service to facilitate trading by their Zimbabwean shareholders on the JSE. In compliance with tax and exchange control

requirements in South Africa, shareholders on the Zimbabwe branch register had to receive their shares through a nominee facility that met the legal requirements of South Africa. To this end, Corpserve structured a nominee arrangement, through Corpserve Nominees (Private) Limited (“Corpserve Nominees”), a company that then complied with the required legal requirements on behalf of the thousands of shareholders on the Zimbabwe registers.

Consequently, Nedbank shareholders that wish to sell their shares are only able to do so through this facility that captures and provides an order management and trade routing facility to the JSE through an intermediary also appointed by Nedbank. Having considered the challenges around this model, it is proposed to create a mechanism which routes the trades to VFEX instead of the JSE through a Zimbabwe Depository Receipt (“ZDR”) framework.

In the proposed arrangement, the ZDRs will be listed on VFEX in a non-issuer sponsored depository receipt model (“non-issuer sponsored facility”).

### Proposed Facility

The proposed solution is centered on the locally available infrastructure and technology.

Depository Receipts (DRs) are equity-like instruments issued by a Depository (in this case, Corpserve Nominees) and they represent ownership of an underlying asset such as equities publicly listed and

trading in a foreign country (in this case, Nedbank Group Limited ordinary shares).

Zimbabwe Depository Receipts will be issued in Zimbabwe through a private placement sponsorship under Corpserve Nominees as a non-issuer sponsored facility. This means that Nedbank Group Limited will not be the Issuer of Nedbank ZDRs on the VFEX and will thus not play an active role in the proposed listing. Nedbank has however provided a letter of no objection for the establishment of a non-issuer sponsored facility.

For Zimbabwean shareholders, Nedbank shares are held by Corpserve Nominees on the South African register. The Corpserve Nominee account is thus acting as a Depository of Nedbank shares in South Africa.

Corpserve Nominees will host the underlying Nedbank shares in trust and will in turn issue depository receipts in Zimbabwe (“the Nedbank ZDRs”). The Nedbank ZDRs issued in Zimbabwe shall mirror the Nedbank shares held by Corpserve Nominees on the South African register (fully covered).

Shareholders who do not wish to participate in this ZDR initiative will not have their shares transferred out of Corpserve Nominees as ZDRs i.e., their Nedbank shares will continue to be held under Corpserve Nominees in South Africa.

For shareholders who wish to participate in this ZDR initiative, Corpserve Nominees will issue the Nedbank ZDRs on the VFEX, which in turn will provide

the trading platform for the Nedbank ZDRs.

The resultant ZDR register will be managed by Corpserv Registrars, who in turn will co-ordinate with the main register in South Africa on both the ZDR movements and corporate actions being generated against the underlying shares on the South African register at the appropriate time.

The ZDR holders are free to hold the ZDRs issued, trade them, or convert them back (redeem or surrender) into underlying shares as and when desired.

The ZDR holders can trade their ZDRs in Zimbabwe through the VFEX platform. Proceeds from the sale of securities on the VFEX are not subject to foreign currency surrender requirements, which means that shareholders will retain the entire foreign currency proceeds from the sale of their Nedbank ZDRs in their foreign currency accounts.

Corpserv will work together with JSE Investor Services (the Registrars responsible for the administration of Nedbank share registers in South Africa) to process dividends. This means that holders of Nedbank ZDRs will continue to receive their dividends from Nedbank through Corpserv Nominees.

The model will improve settlement cycle by approximately 6 days; the envisaged settlement cycle on the VFEX will be T+3.

The new model will facilitate trading in foreign currency. Under the proposed local trading model, which will be in foreign currency, Corpserv Nominees who is authorised to receive and distribute foreign currency proceeds to shareholders, will continue to handle the local share dealing and distribute sale proceeds to local Nostro FCA accounts based on the current approvals held.

Through the VFEX Central Securities Depository "CSD", the holders of Nedbank ZDRs will be able to pledge Nedbank ZDRs as security / collateral against local borrowings.

#### Rationale for the Listing

The principal reasons for the listing of Nedbank ZDRs include:

i. Nedbank shareholders currently do not have a localized exit mechanism i.e.; shareholders can only sell on the JSE through Corpserv Nominees. Listing Nedbank ZDRs on the VFEX will thus afford Nedbank shareholders a localized exit mechanism.

ii. Shareholders and other interested investors cannot purchase Nedbank shares through Corpserv Nominees. The proposed listing will thus afford current shareholders, as well as new investors, a mechanism to seek exposure to Nedbank through Nedbank ZDRs on the VFEX.

iii. The lengthy trading and settlement turnaround time of the current process will be improved by listing Nedbank ZDRs on the VFEX.

iv. Currently, shareholders' sale proceeds are subject to foreign exchange surrender requirements, which will be fully exempt on the VFEX.

#### BENEFITS OF THE ZDR MODEL

i. **Increased Liquidity** – This model will unlock liquidity in Nedbank as participants will have coordinated entry and exit mechanisms.

ii. **Transparency** – There will be increased transparency for shareholders and other investors as daily reports revealing the bid and offer prices will be published by the VFEX.

iii. **Expanded Options** – Both current shareholders of Nedbank and potential investors will soon find potential avenues to transact in this instrument locally and hence increase convenience and expanded options.

iv. **Security** – The model is anchored on a solid system architecture that delivers the required security and credibility. Additionally, holders of Nedbank ZDRs can use them as security against local borrowings through the pledge functionality of the VFEX CSD.

v. **Shorter Settlement Cycle** – The model will improve settlement cycle by approximately 6 days – the envisaged settlement cycle will be a T+3.

#### COSTS ASSOCIATED WITH THE SCHEME

Since the proposed listing is a non-issuer sponsored facility, the expenses of the proposed listing which relate to professional fees as well as advertising, printing and distribution charges shall be met by the Investor Protection Fund (IPF), the VFEX and the professional advisors/providers as follows:

Expense Item	Offset by IPF (US\$)	Offset by Provider (US\$)	Total (US\$)
Legal Advisors	1,500.00	4,500.00	6,000.00
Sponsor	3,000.00	12,000.00	15,000.00
VFEX Listing Fees	-	4,000.00	4,000.00
Printing & Distribution	2,800.00	-	2,800.00
<b>Total</b>	<b>7,300.00</b>	<b>20,500.00</b>	<b>27,800.00</b>

#### Share Transfer Costs

The following costs shall be associated with the acceptance/election for the issuance of Nedbank ZDRs as well as for the surrender of Nedbank ZDRs back to the underlying Nedbank Group Limited shares:

#### First Series of Depository Receipts –

The Investor Protection Fund has undertaken to meet the costs associated with this inaugural issuance and as such no costs shall be levied to investors with respect to the issuance of Nedbank ZDRs arising from acceptances made during the offer window i.e., from Friday, 21 October 2022 to Friday, 11 November 2022.

#### Subsequent Series of Depository Receipts –

A fixed deposit fee of US\$3.00 (Three United States Dollars) shall be levied to investors by the Depository with respect to the issuance of Nedbank ZDRs arising from acceptances made after the closure of the offer window i.e., after Friday, 11 November 2022. For the avoidance of doubt, this fixed fee shall be levied per transfer i.e., for issuance of Nedbank ZDRs notwithstanding the quantity of Nedbank ZDRs involved. This fee may, however, be varied by the Depository from time to time and such variations shall accordingly be communicated to shareholders.

#### Redemption/Surrender of Nedbank ZDRS back into the Underlying Nedbank Group Limited Shares –

A fixed withdrawal fee in the sum of US\$25.00 (Twenty-five United States Dollars) shall be levied to investors by the Depository with respect to the redemption or surrender of Nedbank ZDRs back to the underlying Nedbank shares after the listing of the Nedbank ZDRs on the VFEX i.e., after Friday, 18 November 2022. For the avoidance of doubt, this fixed fee shall be levied per redemption i.e., for the surrender of Nedbank ZDRs notwithstanding the quantity of Nedbank ZDRs involved. This fee may, however,

be varied by the Depository from time to time and such variations shall accordingly be communicated to shareholders.

#### **IMPORTANT DATES**

Opening date for Conversion of Nedbank shares into Nedbank ZDRs on the VFEX	21 October 2022
Closing date for Conversion of Nedbank shares into Nedbank ZDRs on the VFEX	11 November 2022
Commencement of trading in Nedbank ZDRs on the VFEX	18 November 2022

## Appendix A (Form of Acceptance)

### FORM OF ACCEPTANCE

Dear Sir/Madam

#### The Offer

I/We the undersigned, hereby irrevocably and unconditionally accept the Offer of 1 Nedbank Zimbabwe Depository Receipt ("Nedbank ZDR") for every 1 Nedbank Group Limited share held, the details of which are included in the enclosed Prelisting Statement. I/We also cede ownership and accept the transfer of ownership of the Nedbank Group Limited shares to Nedbank ZDRs.

#### NEDBANK GROUP LIMITED SHAREHOLDERS ACCEPTING THE OFFER MUST COMPLETE THIS SECTION IN BLOCK LETTERS

Full Names	
ID/Company Registration	
Title (Mr., Mrs., Miss., Ms., Other):	
Address:	
Telephone:	
Mobile:	
Email address:	
Bank Name:	
Account Holder Name:	
Branch:	
Account Number:	

I/We hereby surrender the undermentioned shares/share certificates:

Name of registered holder (separate form for each holder)	CSD number (in numerical order)	Custodian Name	Number of Nedbank Group Limited Shares
Total			

Signature of Shareholder:	Stamp and address of agent lodging this form.
Date:	
Assisted by me (if applicable):	
State full name and capacity:	
Date:	
Telephone number (home):	
Telephone number (work):	
Mobile Number:	

#### Notes:

1. No receipts will be issued for Documents of Title lodged unless specifically requested. Lodging agents who require special transaction receipts are requested to prepare such receipts and submit them for stamping together with the Documents of Title lodged. Additional copies of this Form of Acceptance, Surrender and Transfer are available upon request from the Transfer Secretaries.
2. Any alteration to this Form of Acceptance, Surrender and Transfer must be signed in full and not initialled. Any alteration may not be accepted by Corpserve Registrars.
3. If this Form of Acceptance, Surrender and Transfer is signed under a power of attorney, then such power of attorney or a notarial certified copy hereof, must be sent with the form for noting, unless it has already been noted by the Transfer Secretaries.
4. Where the Nedbank Group Limited Shareholder is a company or a close corporation or other juristic person, a certified copy of all Directors' or members' or other resolution authorizing the signing of this Form of Acceptance, Surrender and Transfer must be submitted together with this form.
5. Where the Nedbank Group Limited shares are jointly held, this Form of Acceptance, Surrender and Transfer must be signed by all joint holders; however, Corpserve Registrars shall be entitled to, in its absolute discretion, accept the signature of that holder whose name stands first in the register in respect of such Nedbank Group Limited Shares.
6. Shareholders with CSD accounts will have their new Nedbank Group Limited ZDRs credited automatically to their VFEX electronic accounts.
7. Shareholders without VFEX CSD numbers should approach their custodians for the creation of CSD Numbers.

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**Relating to a listing of Nedbank Limited (“Nedbank”) Zimbabwe Depository Receipts (“ZDRs”) by way of introduction on the Victoria Falls Stock Exchange (“VFEX”) as a non-issuer sponsored facility**

**Depository & Issuer****Sponsors****Legal Advisors**

This Pre-Listing Statement is neither a prospectus nor an invitation to the public to subscribe for Nedbank ZDRs in any jurisdiction in which such offer, solicitation or sale would be unlawful. For the avoidance of doubt, this Pre-Listing Statement is not intended to be distributed to, nor should it be relied upon by, any person outside Zimbabwe or any person who is not a resident of Zimbabwe. This Document is issued in compliance with the Victoria Falls Stock Exchange (“VFEX”) Listing Requirements for the purpose of giving information to the public in Zimbabwe with regard to Nedbank ZDRs as more fully set out in this Pre-Listing Statement. The Pre-Listing Statement is only available in English. Additional copies of this Pre-Listing Statement may be obtained from the Sponsors or the Depository at their business addresses as highlighted in this Statement.

If you are in any doubt as to the action you should take, you should immediately seek advice from your stockbroker, fund manager, legal advisor, accountant or other professional advisors. Prospective purchasers of Nedbank ZDRs must ensure that they understand fully the nature of the product and the extent of their exposure to risks and that they consider the suitability of such securities as an investment in light of their own circumstances and financial position. The VFEX’s approval of the listing of Nedbank ZDRs is not to be taken in any way as an indication of the merits of this issuance.

All the Directors of the Depository (“the Issuer”), have taken all reasonable care to ensure that the facts stated in this Document are true and accurate in all material respects and collectively and individually accept full responsibility for the accuracy of the information given and certify that, to the best of their knowledge and belief, there are no other material facts, the omission of which would make any statement in this Pre-Listing Statement false or misleading and that they have made all reasonable enquiries to ascertain such material facts and that this Pre-Listing Statement contains all information required by law.

The sponsors, legal advisors and transfer secretaries (registrars) have consented in writing to act in the capacity stated and to their names being stated in this Pre-Listing Statement and have not withdrawn their consents prior to the publication of this Pre-Listing Statement. Nedbank has given, and has not withdrawn, its consent to the issue of depository receipts on the VFEX against its securities. Being a non-issuer sponsored listing, it must however be understood that, in giving this consent, Nedbank takes no responsibility for the correctness of any statements made, or opinions expressed, with regard to the depository receipts. If you are in any doubt about the contents of this Document, you should consult your stockbroker, fund manager, legal advisor, accountant or other professional advisors. The price of securities and the income from them can go down as well as up. Nothing in this Statement or anything communicated to holders or potential holders of any securities (or interests in them) by or on behalf of the Issuer is intended to constitute, or should be construed, as advice on the merits of the purchase of or subscription for any securities or interests in them.

**Date of issue of this Document: Friday 21 October 2022**

## IMPORTANT NOTICE

This document contains information about the opportunity available to the local shareholders of Nedbank Limited, a company registered in the Republic of South Africa and listed on the Johannesburg Stock Exchange (“JSE”), to convert their shareholding into Zimbabwe Depository Receipts (“ZDRs”) to be issued and listed on the Victoria Falls Stock Exchange (“VFEX”).

Any equity securities already issued in terms of, and to be issued pursuant to, this document, involve a degree of risk normally associated with this type of investment. Prospective investors and buyers of Nedbank ZDRs are advised to inform themselves and, if they consider it appropriate to their circumstances, to take the advice of their own professional advisors with regard to the following:

- a) the legal requirements relevant to them with regard to subscription, holding or disposal of any equity securities already issued in terms of, and any equity securities issued pursuant to, this document;
- b) income tax and other consequences relevant to them regarding the purchase, holding or disposal of the ZDRs; and
- c) any restrictions that may be applicable to them, including but not limited to, disposal of such ZDRs, currency controls and foreign exchange restrictions.

This document has been prepared for information relating to the admission of Nedbank ZDRs onto the VFEX upon the express understanding that this document and the equity instruments already issued in terms of, and to be issued pursuant thereto, are governed by the terms and conditions set forth herein.

## ACTION REQUIRED

Shareholders of Nedbank Limited (“Nedbank”) on the Zimbabwe branch register (local shareholders) who are interested in trading their equity securities in Zimbabwe may elect, by completing the form of acceptance attached hereto as **Appendix A**, to convert their Nedbank shares into Nedbank depository receipts to be issued and listed on the Victoria Falls Stock Exchange (“VFEX”). If you are in any doubt as to the action you should take, please consult your stockbroker, fund manager, accountant or other professional advisor immediately.

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## I. Nature of Business

Nedbank Group is a financial services group offering wholesale and retail banking services, as well as insurance, asset management and wealth management services. Through its principal banking subsidiary, Nedbank Limited, the group is one of South Africa's four largest banks. Apart from its predominant exposure to the South African market, the business also has subsidiaries in Lesotho, Mozambique, Namibia, eSwatini (Swaziland) and Zimbabwe.

### 1.1 Share Liquidity

Share liquidity refers to the relative accessibility and tradability of a certain security on a securities exchange or market. Liquidity is an important metric for investors to be aware of as it is an indicator of how quickly they can enter and exit a specific position. Liquidity is calculated as follows:

$$\text{Liquidity (Share Turnover)} = \frac{\text{Total Traded Volume}}{\text{Average number of shares outstanding}}$$

Using a sample period from the 1<sup>st</sup> of August 2021 to the 1<sup>st</sup> of August 2022 on the JSE, Nedbank shares experienced a liquidity of 89.7%. This is significant when compared to the overall JSE liquidity average of c32%. Hence, we define the underlying Nedbank shares as 'highly liquid' on the JSE. However, the liquidity of Nedbank shares on the JSE may have no direct bearing on the liquidity of their corresponding ZDRs on the VFEX. This is because the exchanges are distinct and are therefore subject to varying degrees of market risk and uncertainty. Naturally, this may result in a disparity between the liquidity levels on the two securities exchanges (JSE and VFEX).



## 2. ISSUER'S AND ADVISORS' CORPORATE INFORMATION

Professional services relating to the issuance and listing of Nedbank ZDRs have been provided by the following:

<b>Issuer</b>	Corpserve Nominees (Private) Limited, 2nd Floor ZB Centre, Corner 1st & Kwame Nkrumah Avenue, Harare, Zimbabwe
<b>Sponsors</b>	MMC Capital, Ground Floor, Block D, Smatsatsa Office Park, Borrowdale, Harare, Zimbabwe
<b>Legal Advisors</b>	AB & David, Lawyers for Business and Projects in Africa, 2 <sup>nd</sup> Floor, Engen House, R. Mugabe Way, Harare, Zimbabwe
<b>Registrars</b>	Corpserve Registrars (Private) Limited, 2nd Floor ZB Centre, Corner 1st & Kwame Nkrumah Avenue, Harare, Zimbabwe

### 3. INTERPRETATION AND DEFINITIONS

In this document and the appendices hereto, unless otherwise stated or the context otherwise requires, the words in the first column have the meanings stated opposite them in the second column, words in the singular shall include the plural and vice versa, words importing one gender include the other gender and references to natural persons shall include juristic persons, whether corporate or incorporate and vice versa.

<b>Business day</b>	Mondays to Fridays but excluding public holidays in Zimbabwe.
<b>Broker</b>	A natural or juristic person registered as a member of the VFEX and authorized to buy and sell securities on behalf of investors on the VFEX.
<b>CSD</b>	Central Securities Depository.
<b>Depository</b>	Corpserve Nominees (Private) Limited, an affiliate of Corpserve Registrars (Private) Limited, who act as a depository of Nedbank shares on the Zimbabwe register. By virtue of holding the Nedbank shares on the local register, the Depository is also acting as the Issuer of the Nedbank ZDRs. At the instruction of Nedbank shareholders on the local register, The Depository may issue or cancel the depository receipts for deposit or withdrawal of the securities, to or from the VFEX, respectively.
<b>DR</b>	Depository Receipt – a negotiable certificate issued by a Depository, representing an ownership interest in a foreign issuer's securities which are deposited with a depository.
<b>Foreign Issuer</b>	Nedbank Limited, a company incorporated in the Republic of South Africa whose ordinary shares are listed on the JSE in South Africa.
<b>Fully covered</b>	When issued depository receipts represent, at all times, the foreign Issuer's underlying securities held by the Depository or its custodian.
<b>JSE</b>	Johannesburg Stock Exchange.
<b>Legal Advisor</b>	AB & David, the legal advisors to the Depository / Issuer.
<b>Nedbank</b>	Nedbank Limited, a company incorporated in the Republic of South Africa whose ordinary shares are listed on the JSE in South Africa.
<b>Non-issuer sponsored DRs</b>	Depository receipts that are created without the active participation from the foreign issuer of the deposited securities.
<b>RBZ</b>	Reserve Bank of Zimbabwe.
<b>Registrars</b>	Corpserve Registrars (Private) Limited, the transfer secretaries to the proposed listing. The Registrars shall also act as transfer agent and corporate actions agent on behalf of Nedbank.
<b>SECZ</b>	Securities and Exchange Commission of Zimbabwe.
<b>Sponsor</b>	MMC Capital (Private) Limited.
<b>UK</b>	United Kingdom.
<b>USD</b>	United States Dollar.
<b>VFEX</b>	Victoria Falls Stock Exchange.
<b>ZDR</b>	Zimbabwe Depository Receipt.
<b>ZDR Register</b>	Register of ZDR holders maintained by the transfer secretaries / registrars.
<b>Zimbabwe Register</b>	Register of Nedbank shareholders domiciled in Zimbabwe.
<b>ZWL</b>	Zimbabwe Dollar.

## 4. SALIENT FEATURES OF THE LISTING

This summary presents the information in relation to the proposed admission and listing of Nedbank ZDRs on the VFEX through the ZDR model. The salient features of the listing include the following:

- Localization of trading of Nedbank shares through a ZDR model;
- Increased liquidity in the trading of Nedbank shares;
- Increased market transparency;
- Expanded options for Nedbank shareholders; and
- Trading in foreign currency on the VFEX.

### 4.1 Background Information

In March 2016, Old Mutual Plc announced its strategy of Managed Separation as the Board believed that the long-term interests of Old Mutual Plc shareholders and other stakeholders would be best served by separating the four businesses then owned by the Old Mutual Plc group. It believed that the structure at the time trapped value and inhibited the efficient management and funding of the growth and potential of the four strong individual businesses comprising the Group. In 2018, the managed separation was completed and shareholders of Old Mutual Limited received Nedbank Group Limited shares by means of an unbundling. Old Mutual Limited further concluded a second unbundling of Nedbank Group Limited shares to its shareholders in October 2021.

Nedbank Group is a financial services group offering wholesale and retail banking services, as well as insurance, asset management and wealth management services. Through its principal banking subsidiary, Nedbank Limited, the group is one of South Africa's four largest banks. Apart from its predominant exposure to the South African market, the business also has subsidiaries in Lesotho, Mozambique, Namibia, eSwatini (Swaziland) and Zimbabwe.

As Nedbank was not listed in Zimbabwe, it contracted Corpserve Registrars ("Corpserve") to set up a share dealing service to facilitate trading of their Zimbabwean shareholders on the JSE. In compliance with tax and exchange control requirements in South Africa, shareholders on the Zimbabwe branch register had to receive their shares through a nominee facility that met the legal requirements in South Africa. To this end, Corpserve structured a nominee arrangement, through Corpserve Nominees (Private) Limited, a company that then complied with the required legal requirements on behalf of the thousands of shareholders on the Zimbabwe registers.

Consequently, Nedbank shareholders that wish to sell their shares are only able to do so through this facility that captures and provides an order management and trade routing facility to JSE through an intermediary also appointed by Nedbank. Having considered the challenges around this model, it is proposed to create a mechanism which routes the trades to VFEX instead of JSE through a Zimbabwe Depository Receipt ("ZDR") framework. In the proposed arrangement, the ZDRs will be listed on VFEX in a non-issuer sponsored depository receipt model ("non-issuer sponsored facility").

## 4.2 Rationale for the Listing

The principal reasons for the listing of Nedbank ZDRs include:

- i. Nedbank shareholders currently do not have a localized exit mechanism i.e.; shareholders can only sell on the JSE through Corpserv Nominees. Listing Nedbank ZDRs on the VFEX will thus afford Nedbank shareholders a localized exit mechanism.
- ii. Shareholders and other interested investors cannot purchase Nedbank shares through Corpserv Nominees. The proposed listing will thus afford current shareholders as well as new investors a mechanism to seek exposure in Nedbank through Nedbank ZDRs on the VFEX.
- iii. The lengthy trading and settlement turnaround time of the current process will be severely curtailed by listing Nedbank ZDRs on the VFEX.
- iv. Currently, shareholders' sale proceeds are subject to foreign exchange surrender requirements, which will be fully exempt on the VFEX.

### 4.3 Nuances of the Issuance of the Proposed Nedbank ZDRs

4.3.1 The proposed solution is centered on the locally available infrastructure and technology.

4.3.2 Zimbabwe Depository Receipts (ZDRs) are equity-like instruments issued by a Depository (in this case, Corpserve Nominees) and they represent ownership of an underlying asset such as equities publicly listed and trading in a foreign country (in this case, Nedbank Limited ordinary shares trading on the JSE).

4.3.3 Zimbabwe Depository Receipts will be issued in Zimbabwe through a private placement sponsorship under Corpserve Nominees as a non-issuer sponsored facility. This means that Nedbank Limited will not be the Issuer of Nedbank ZDRs on the VFEX and will thus not play an active role in the proposed listing. Nedbank has however provided a letter of no objection for the establishment of a non-issuer sponsored facility.

4.3.4 The Nedbank ZDRs shall be issued to willing shareholders of Nedbank on the Zimbabwean branch register, and listed on the VFEX. Nedbank shareholders who are willing to participate by having their Nedbank shares converted to Nedbank ZDRs will thus have to complete the form of acceptance attached to this Prelisting Statement as **Appendix A**.

4.3.5 Corpserve Nominees, the Depository and Issuer of the Nedbank ZDRs, has the requisite technology and regulatory support for the issuance and administration of the proposed ZDRs.

4.3.6 For Zimbabwean shareholders, Nedbank shares are held by Corpserve Nominees on the South African register. The Corpserve Nominee account is thus acting as a Depository of Nedbank shares in South Africa.

4.3.7 Corpserve Nominees will host the underlying Nedbank shares in trust and will in turn issue depository receipts in Zimbabwe (“the Nedbank ZDRs”). The Nedbank ZDRs issued in Zimbabwe shall mirror the Nedbank shares held by Corpserve Nominees on the South Africa register (fully covered).

4.3.8 Shareholders who will not be willing to participate in this ZDR initiative will not have their shares transferred out of Corpserve Nominees as ZDRs i.e., their Nedbank shares will continue to be held under Corpserve Nominees in South Africa as such.

4.3.9 For willing shareholders, Corpserve Nominees will issue the Nedbank ZDRs on the VFEX, which in turn will provide the trading platform for the Nedbank ZDRs.

4.3.10 The resultant ZDR register will be managed by Corpserve Registrars, who in turn will co-ordinate with the main register in South Africa on both the ZDR movements and corporate actions being generated against the underlying shares on the South African register at the appropriate time.

4.3.11 The ZDR holders are free to hold the ZDRs issued, trade them or convert them back (redeem or surrender) into underlying shares as and when desired.

4.3.12 The ZDR holders can trade their ZDRs in Zimbabwe through the VFEX platform. Proceeds from the sale of securities on the VFEX are not subject to foreign currency surrender requirements, which means that shareholders will retain the entire foreign currency proceeds from the sale of their Nedbank ZDRs in their foreign currency accounts (“FCA” or “Nostro accounts”).

4.3.13 Corpserv will work together with JSE Investor Services (“the Registrars responsible for the administration of Nedbank share registers in South Africa”) to process dividends, meetings, and any other corporate actions by Nedbank. This means that holders of Nedbank ZDRs will continue to receive their dividends from Nedbank through Corpserv Nominees.

4.3.14 The model will improve settlement cycle by approximately 6 days – the envisaged settlement cycle will be T+3.

4.3.15 The holders of Nedbank ZDRs will be able to pledge them as security / collateral against local borrowings.

## 5. BENEFITS OF THE ZDR MODEL

- i. **Increased Liquidity** – This model will unlock liquidity in Nedbank as participants will have coordinated entry and exit mechanisms.
- ii. **Transparency** – There will be increased transparency for shareholders and other investors as daily reports revealing the bid and offer prices will be published by the VFEX.
- iii. **Expanded Options** – Both current shareholders of Nedbank together with potential investors will soon find potential avenues to transact in this instrument locally and hence increase convenience and expanded options.
- iv. **Security** – The model is anchored on a solid system architecture that delivers the required security and credibility. Additionally, holders of Nedbank ZDRs can use them as security against local borrowings through the pledge functionality of the VFEX CSD.
- v. **Settlement** – The model will improve settlement cycle by approximately 6 days – the envisaged settlement cycle will be a T+3.
- vi. **Full Foreign Currency Retention** – The new model will facilitate trading in foreign currency with no surrender requirements.

### 5.1 BENEFITS TO KEY STAKEHOLDERS

The proposed model has several benefits to all stakeholders which makes this model a perfect solution to investors holding assets listed in foreign countries. By adopting this model, Nedbank shareholders can trade foreign assets of their local securities exchange under familiar local conditions. Some of the benefits include:

#### 5.1.1 Investors

- i. Investors will benefit from holding a financial instrument that is backed by foreign assets and is tradable on a local stock exchange.
- ii. Improved turnaround time on trading and settlement.
- iii. Having the shares traded in Zimbabwe provides holders of such instruments an efficient price discovery mechanism to determine the market price of their assets.
- iv. This model will assist local investors in complying with foreign assets holding regulations.
- v. Investors gain the benefits of diversification while trading in their own market under the familiar settlement and clearance conditions.
- vi. Investors will not have to deal with diverse tax regimes.
- vii. Investors will be able to pledge their ZDRs as security against local borrowings.

#### 5.1.2 Foreign Issuer

- i. This model will enhance liquidity of Nedbank shares, which may enhance the market valuations of the underlying foreign Issuers.
- ii. Having local trading options will help to broaden shareholder base and reduce concentration risk.
- iii. This model will enhance the brand equity of Nedbank and boost the company's prestige by having its shares traded in multiple markets.

In the event that the Proposed Listing does not take place, the benefits outlined above are not likely to be available to the foreign Issuer or the ZDR Holders.

## 6. KEY STAKEHOLDER ROLES

### 6.1.1 The Depository – Corpserv Nominees (Private) Limited

- i. To act as the Depository of Nedbank shares in South Africa and Issuer of Nedbank ZDRs in Zimbabwe.
- ii. To co-ordinates on behalf of local shareholders, all corporate actions including receiving dividends.
- iii. To ensure proper reconciliation of the Nedbank ZDR Register (Zimbabwe and South Africa).
- iv. To assist, in cooperation with the VFEX CSD, with the reconciliation of share movements.
- v. To facilitate offshore trading, in the event of lack of supply or demand in the local market.

### 6.1.3 The Transfer Secretary – Corpserv Registrars

- i. To maintains the register of Nedbank shares and ZDRs in Zimbabwe.
- ii. To undertake all corporate actions including dividend calculation and distributions and provide call center services to investors.
- iii. To ensure proper reconciliation of the Nedbank ZDR Register (Zimbabwe and South Africa).
- iv. To provide and support C-Trade, a mobile and online securities trading platform to support trading investors.
- v. To assist with the reconciliation of share movements.
- vi. To execute all downstream settlement processes.

### 6.1.4 The Securities Exchange – Victoria Falls Stock Exchange

- i. Provision of the trading platform.
- ii. Onboarding of brokers handling the trading of the ZDRs.
- iii. Admitting of the ZDRs on the securities exchange.
- iv. Provision of the central securities depository (CSD) system for the maintenance of dematerialized ZDRs.
- v. Management of upstream settlement.
- vi. Publication of daily prices and volumes data.

### 6.1.5 Securities Dealing Firms - Stockbrokers

- i. Facilitation of trading in Nedbank ZDRs on the VFEX.
- ii. Provision of pre-trading and post-trading support to local Nedbank shareholders and ZDR holders.



## 7. ISSUANCE OF DEPOSITORY RECEIPTS TO NEDBANK SHAREHOLDERS ON THE ZIMBABWEAN REGISTER

- i. Corpserve Nominees (The Depository) will open a Corpserve Nominee account (“Corpserve Nominee 2 Account”) on the Johannesburg Stock Exchange (JSE) through Pacific Nominees (South African Custodian).
- ii. The account will hold Nedbank shares for shareholders willing to participate in the ZDR scheme.
- iii. Shareholders will complete a form of acceptance (Appendix A) indicating their willingness to participate in the scheme and submit to their Custodians, Brokers or Depository for processing. The mandate will have the necessary provisions to authorize the Depository to transfer shares from the shareholder to Corpserve Nominees 2 Account.
- iv. Corpserve will prepare a register of shareholders accepting the offer and request Pacific Nominees to transfer the shares from the shareholders to Corpserve Nominee 2 account.
- v. Corpserve will then issue Zimbabwe Depository Receipts on the back of the corresponding quantity of shares transferred to the Corpserve Nominee 2 Account in South Africa.
- vi. Corpserve will deliver the ZDR register created to VFEX for uploading on the VFEX CSD system, together with creation of trading accounts.
- vii. When required, VFEX will provide account statements to the ZDR Holders as confirmation of ownership of Nedbank ZDRs

The terms and conditions underpinning this facility are more fully set out in **Appendix B** of this Statement.

## 8. COSTS ASSOCIATED WITH THE SCHEME

### 8.1 Listing Costs

Since the proposed listing is a non-issuer sponsored facility, the expenses of the proposed listing which relate to professional fees as well as advertising, printing and distribution charges shall be met by the Investor Protection Fund (IPF), the VFEX and the professional advisors/providers as follows:

Expense Item	Offset by IPF (US\$)	Offset by Provider (US\$)	Total (US\$)
Legal Advisors	1,500.00	4,500.00	6,000.00
Sponsor	3,000.00	12,000.00	15,000.00
VFEX Listing Fees	-	4,000.00	4,000.00
Printing & Distribution	2,800.00	-	2,800.00
<b>Total</b>	<b>7,300.00</b>	<b>20,500.00</b>	<b>27,800.00</b>

### 8.2 Share Transfer Costs

The following costs shall be associated with the acceptance/election for the issuance of Nedbank ZDRs as well as for the surrender of Nedbank ZDRs back to the underlying Nedbank Limited shares:

**8.2.1 First Series of Depository Receipts** – The Investor Protection Fund has undertaken to meet the costs associated with this inaugural issuance and as such no costs shall be levied to investors with respect to the issuance of Nedbank ZDRs arising from acceptances made during the offer window i.e., from Friday 21 October 2022 to Friday 11 November 2022.

**8.2.2 Subsequent Series of Depository Receipts** – A fixed deposit fee in the sum of US\$3.00 (Three United States Dollars) shall be levied to investors by the Depository with respect to the issuance of Nedbank ZDRs arising from acceptances made after the closure of the offer window i.e., after Friday 11 November 2022. For the avoidance of doubt, this fixed fee shall be levied per transfer i.e., for issuance of Nedbank ZDRs notwithstanding the quantity of Nedbank ZDRs involved. This fee may however be varied by the Depository from time to time and such variations shall accordingly be communicated to shareholders.

**8.2.3 Redemption/Surrender of Nedbank ZDRS back into the Underlying Nedbank Limited Shares** – A fixed withdrawal fee in the sum of US\$25.00 (Twenty-five United States Dollars) shall be levied to investors by the Depository with respect to the redemption or surrender of Nedbank ZDRs back to the underlying Nedbank shares after the listing of the Nedbank ZDRs on the VFEX i.e., after Friday 18 November 2022. For the avoidance of doubt, this fixed fee shall be levied per redemption i.e., for the surrender of Nedbank ZDRs notwithstanding the quantity of Nedbank ZDRs involved. This fee may however be varied by the Depository from time to time and such variations shall accordingly be communicated to shareholders.

## 9. IMPORTANT DATES

Event	Date
Abridged Pre-listing Statement Published in Local Press	21 October 2022
Record Date for Conversion of Nedbank shares into Depository Receipts	11 November 2022
Listing of Nedbank ZDRs on the VFEX	18 November 2022
Commencement of trading in Nedbank ZDRs on the VFEX	18 November 2022

### Notes

- i. The above-mentioned dates are subject to change. Any such change will be published in the Zimbabwe press.
- ii. All times indicated above and elsewhere in this Pre-Listing Statement are Zimbabwean local times.

**APPENDIX A - FORM OF ACCEPTANCE**

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## FORM OF ACCEPTANCE

Dear Sir/Madam

### The Offer

I/We the undersigned, hereby irrevocably and unconditionally accept the Offer of 1 Nedbank Zimbabwe Depository Receipt ("Nedbank ZDR") for every 1 Nedbank Limited share held, the details of which are included in the enclosed Prelisting Statement. I/We also cede ownership and accept the transfer of ownership of the Nedbank Limited shares to Nedbank ZDRs.

### NEDBANK LIMITED SHAREHOLDERS ACCEPTING THE OFFER MUST COMPLETE THIS SECTION IN BLOCK LETTERS

Full Names	
ID/Company Registration	
Title (Mr., Mrs., Miss., Ms., Other):	
Address:	
Telephone:	
Mobile:	
Email address:	
Bank Name:	
Account Holder Name:	
Branch:	
Account Number:	

I/We hereby surrender the undermentioned shares/share certificates:

Name of registered holder (separate form for each holder)	CSD number (in numerical order)	Custodian Name	Number of Nedbank Limited Shares
Total			

Signature of Shareholder:	Stamp and address of agent lodging this form.
Date:	
Assisted by me (if applicable):	
State full name and capacity:	
Date:	
Telephone number (home):	
Telephone number (work):	
Mobile Number:	

### Notes:

1. No receipts will be issued for Documents of Title lodged unless specifically requested. Lodging agents who require special transaction receipts are requested to prepare such receipts and submit them for stamping together with the Documents of Title lodged. Additional copies of this Form of Acceptance, Surrender and Transfer are available upon request from the Transfer Secretaries.
2. Any alteration to this Form of Acceptance, Surrender and Transfer must be signed in full and not initialed. Any alteration may not be accepted by Corpserve Registrars.
3. If this Form of Acceptance, Surrender and Transfer is signed under a power of attorney, then such power of attorney or a notarial certified copy hereof, must be sent with the form for noting, unless it has already been noted by the Transfer Secretaries.
4. Where the Nedbank Limited Shareholder is a company or a close corporation or other juristic person, a certified copy of all Directors' or members' or other resolution authorizing the signing of this Form of Acceptance, Surrender and Transfer must be submitted together with this form.
5. Where the Nedbank Limited shares are jointly held, this Form of Acceptance, Surrender and Transfer must be signed by all joint holders; however, Corpserve Registrars shall be entitled to, in its absolute discretion, accept the signature of that holder whose name stands first in the register in respect of such Nedbank Limited Shares.
6. Shareholders with CSD accounts will have their new Nedbank Limited ZDRs credited automatically to their VFEX electronic accounts.
7. Shareholders without VFEX CSD numbers should approach their custodians for the creation of CSD Numbers.

**APPENDIX B – NEDBANK ZDRS TERMS AND CONDITIONS**

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**DATED: 29 August 2022**

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**Terms and Conditions** by (Corpserve Nominees (Pvt) Limited)

in respect of securities in relation to

**Nedbank Limited ZDRs**

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<b>THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION .....</b>	<b>1</b>
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<b>ACTION REQUIRED .....</b>	<b>2</b>
Shareholders of Nedbank Limited (“Nedbank”) on the Zimbabwe branch register (local shareholders) who are interested in trading their equity securities in Zimbabwe may elect, by completing the form of acceptance attached hereto as Appendix A, to convert their Nedbank shares into Nedbank depository receipts to be issued and listed on the Victoria Falls Stock Exchange (“VFEX”). If you are in any doubt as to the action you should take, please consult your stockbroker, fund manager, accountant or other professional advisor immediately. ....	2
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**THESE TERMS AND CONDITIONS** are made on **29 August 2022**

BY Corpserv Nominees (Pvt) Limited, a Zimbabwean company, whose registered office is at, 2nd Floor ZB Centre Corner 1st Street/ Kwame Nkrumah Avenue, Harare, Zimbabwe (**the “Depositary” or “ZDR Issuer”**), which expression shall, unless the context otherwise requires, include any successor depositary appointed in accordance with clause 12.2 of these Terms and Conditions, in favour of the holders of Depositary Receipts as hereinafter defined.

**BACKGROUND**

- (A) Corpserv Nominees (Private) Limited (“the Depositary” or “ZDR Issuer”) is a company incorporated in the Republic of Zimbabwe under registration number: 2421/2015.
- (B) Given that Nedbank Limited shares (currently held by the Depositary, Corpserv Nominees Pvt Limited on behalf of local shareholders) cannot be directly traded in Zimbabwe, the Depositary will therefore facilitate the transfer, upon the local shareholders’ request/election, of Nedbank Limited shares currently held in the Corpserv Nominees account (“Corpserv Nominee 1 account”), into a second Nominee account (Corpserv Nominee 2 account”) on the Nedbank Limited Share Register. The Depositary will then issue Nedbank ZDRs against the underlying Nedbank Limited shares held in the Corpserv Nominee 2 account and apply to list those ZDRs on the Victoria Falls Stock Exchange (“VFEX”) by way of introduction, pursuant to an established

structure. Upon the election of Nedbank Limited shareholders on the Zimbabwe register, Nedbank Limited Shares will be transferred to the Corpservice Nominee 2 account in the future to pave way for the issuance of further Nedbank ZDRs on the VFEX. There is expected to be a minimum number of ZDRs that will continue to be listed on VFEX but, subject to any other conditions that may be imposed by the Reserve Bank of Zimbabwe ("RBZ") pursuant to Exchange Control Regulations, the Nedbank ZDRs can be redeemed and converted back to Nedbank Limited shares, in which case they would revert back to the Corpservice Nominee 1 account on the Share Register, and tradeable on the Johannesburg Stock Exchange ("JSE").

- (C) Depositary Receipts ("DRs") are to be admitted for trading on the VFEX on the Admission Date.
- (D) The Depositary has resolved to constitute and issue from time to time, in line with these Terms and Conditions, a series of Depositary Receipts, each such series of Depositary Receipt representing a particular Tranche of the Nedbank Limited ZDR, with a view to facilitating the indirect holding of, and settlement of transactions in each Tranche concerned by participants in the Corpservice System in accordance with the arrangements described in the VFEX Central Securities Depositary Rules and Procedures.
- (E) As a non-sponsored issuance, the Depositary will act independently of the Issuer ("Nedbank Limited") to constitute and issue from time to time, upon the terms of these Terms and Conditions, the First Series of Depositary Receipts and to provide certain other services in connection with the Depositary Receipts subject to the VFEX Listing Requirements. The Depositary shall act independently in taking certain steps under these Terms and Conditions, including in relation to suspension of the registration of transfers of Depositary Receipts, obtaining additional warranties or certifications from Holders, handling fractional entitlements, charging fees or expenses to Holders, seeking to enforce any indemnity or making amendments to these Terms and Conditions. In certain circumstances, the Depositary will set procedures by which the Depositary will pass on to and exercise on behalf of the relevant Holders all rights and entitlements which it receives or is entitled to in respect of Issuer Securities in accordance with these Terms and Conditions.
- (F) The Depositary has arranged with the VFEX for the First Series of Depositary Receipts to be admitted to the VFEX CSD as participating securities.
- (G) Title to the Depositary Receipts shall be evidenced only by entry on the Depositary Receipts Register and may be transferred only by means of the VFEX CSD.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

1.1 In these Terms and Conditions, the following expressions shall have the following meanings: -

<b>Business Day</b>	a day (excluding Saturdays, Sundays and public holidays);
<b>CSD Rules and Procedures</b>	the rules and procedures of the VFEX CSD;
<b>CSD</b>	Central Securities Depositary;
<b>Class</b>	a particular class of Issuer Securities, units of which are for the time being in issue, where all the individual units of the Class concerned are identical in all respects and cannot be separately distinguished;
<b>Constitution</b>	the Memorandum and Articles of Association, and other constitutional documents of the Depositary as amended or replaced from time to time;
<b>Constitutional Documents</b>	the Constitution or other constitutional documents of the Depositary, as amended or replaced from time to time;
<b>Corpservice Account</b>	the Holder's position with respect to its Depositary Receipts as detailed on the Depositary Receipts Register;
<b>Corpservice System</b>	the system of the Depositary [designed to record the transfer of Depositary

	Receipts];
<b>Custodian or Nominee</b>	Custodian or nominee of such custodian of the Deposited Property as may from time to time be appointed by the Depositary for the purposes of these Terms and Conditions, which person may include the Depositary Agent;
<b>Depositary Agent</b>	an entity maintaining securities, sub-accounts for its own account and for the account holders of the Nedbank ZDRs and with the core responsibility of managing the day to day movements in the ZDR Register;
<b>Depositary's CSD account</b>	the account of the Depositary on the Nedbank Limited Share Register through the Direct Registration System maintained by the Share Registrar;
<b>Depositary Receipt Facility</b>	the facility made available by the Depositary in respect of the Depositary Receipts.
<b>Depositary Receipts Register the Electronic Register</b>	in relation to a particular series of Depositary Receipts, the register of Holders.
<b>Depositary Receipts</b>	Depositary receipts of a particular series issued in uncertificated form from time to time by the Depositary on the terms and conditions of these Terms and Conditions, title to which is evidenced by entry on the Depositary Receipt Register, and which represent a particular Class of Issuer Securities;
<b>Deposited Securities</b>	Issuer Securities of a particular Class or entitlements thereto from time to time held by the Custodian on behalf of the Depositary which are to be held under the terms of these Terms and Conditions and in respect of which Depositary Receipts of a series representing that Class of Issuer Securities shall be issued pursuant to the terms of these Terms and Conditions;
<b>Deposited Property</b>	in relation to a particular Class of Issuer Securities, the Deposited Securities and all and any rights and other securities, property and cash for the time being held by or for the Custodian or the Depositary and attributable to the Deposited Securities;
<b>Holder</b>	a person recorded in the Depositary Receipts Register for the time being as the holder of one or more Depositary Receipts of the series which represents Issuer Securities of a Class; and, where the context admits, shall include a former Holder and the personal representatives or successors in title of a Holder or former Holder;
<b>Initial Issue</b>	The issue of Depositary Receipts in relation to the introduction of Issuer Depositary Receipts on the VFEX;
<b>Liabilities</b>	any liability, damage, loss, cost, claim or expense of any kind or nature whether direct, indirect, special, consequential or otherwise.
<b>Issuer</b>	Corpserve Nominees, a company registered and incorporated in the Republic of Zimbabwe.
<b>Issuer Securities</b>	Issuer securities whether represented by bearer certificates or instruments or by being recorded on a register or otherwise howsoever, but excluding such securities or Classes of securities as the Depositary may from time to time determine;
<b>Second Nominee Account</b>	Corpserve Nominees 2, a second account opened by the Depositary for purposes of recording Zimbabwe shareholders of Nedbank Limited shares who shall have opted or elected to participate in the Depositary Receipts scheme;
<b>Schedule</b>	the schedule attached to and forming part of these Terms and Conditions;

<b>Share Register</b>	the register of members of Issuer Depositary Receipts maintained on behalf of the Depositary by the Share Registrar;
<b>Share Registrar</b>	the person who for the time being maintains the Share Register;
<b>SECZ</b>	Securities Exchange Commission of Zimbabwe, the securities market regulator in Zimbabwe;
<b>Share Deposit</b>	the (a) crediting by or on behalf of the VFEX Member who has given a Share Deposit Instruction of the Depositary's account with Issuer Securities specified in a Share Deposit Instruction or (b) the transfer to the Depositary of Issuer Securities specified in a Share Deposit Instruction and, in either case, the corresponding credit to such VFEX Member's Corpserve Account of an equivalent number of Depositary Receipts;
<b>Share Deposit Instruction</b>	an instruction (in such form as the Depositary may require from time to time, including for the avoidance of doubt paper form) given by a VFEX Member to the Depositary to issue Depositary Receipts to the VFEX Member giving such instruction subject to a related Share Deposit in respect of an equivalent number of Issuer Securities by the VFEX Member concerned;
<b>Share Withdrawal</b>	the cancellation of the Depositary Receipts specified in a Share Withdrawal Instruction and the crediting by the Depositary of the CSD account (as specified in the relevant Stock Withdrawal Instruction) of the Holder who has given such Stock Withdrawal Instruction (or of his broker or custodian as appropriate) of an equivalent number of Deposited Securities;
<b>Share Withdrawal Instruction</b>	an instruction (in such form as the VFEX CSD may require and as may be agreed by the Depositary from time to time in accordance with the CSD Rules and Procedures, including for the avoidance of doubt paper form) given by or on behalf of a Holder to the Depositary to cancel the Depositary Receipts specified in such instruction and transfer to the Holder's specified CSD account an equivalent number of Deposited Securities;
<b>Takers</b>	each person to whom Depositary Receipts are to be issued pursuant to these Terms and Conditions or to whom Depositary Receipts are transferred within the Corpserve System;
<b>Uncalled Capital</b>	any unpaid capital or premium that is or becomes due on the Deposited Securities;
<b>VFEX</b>	Victoria Falls Stock Exchange, the foreign currency trading Exchange where the Depositary Receipts will be listed and traded;
<b>VFEX CSD</b>	the central securities depositary system of the VFEX;
<b>VFEX Account Holder</b>	A Holder of Depositary Receipts with a VFEX account.

Other definitions are set out in the Schedule.

## 2. FORM AND ISSUE OF DEPOSITARY RECEIPTS

- 2.1 Subject to an equivalent number of Issuer Securities being issued and registered in the name of the Depositary or its Custodian, the Depositary shall on the Admission Date issue Depositary Receipts to VFEX Account Holder and will give instructions to the VFEX CSD to credit the VFEX CSD accounts of such VFEX Members in accordance with the provisions of the pre-listing statement and to update the Depositary Receipts Register accordingly. Upon credit of any Depositary Receipt to the VFEX CSD account of a VFEX Member, that Member as a Holder is deemed to have accepted and agreed to the terms of these Terms and Conditions and all obligations imposed on him hereunder.
- 2.2 Following the Initial Issue, the Depositary shall only issue Depositary Receipts to a Member who has submitted a duly completed Share Deposit Instruction to the Depositary and in respect of which Share Deposit Instruction the corresponding Share Deposit has been made. The submission of a duly completed Share Deposit Instruction to the Depositary will constitute the Member's acceptance and agreement to the terms of these Terms and Conditions and all obligations imposed on him hereunder.
- 2.3 Subject to the provisions of these Terms and Conditions, the Depositary shall issue to a Member such number or amount of Depositary Receipts of a particular series as is equal to the number or amount (as the case may be) of Issuer Securities of the relevant Class issued or transferred to the Custodian or Nominee on behalf of the Depositary, for the account of that Member.
- 2.4 Subject to the provisions of these Terms and Conditions, the Depositary shall only issue Depositary Receipts upon either:-
  - 2.4.1 receipt by the Depositary of a CSD Transfer or a Demat Form in respect of a specified number and Class of Issuer Securities which, in either case, has been executed by or on behalf of the holder of such Issuer Securities; or
  - 2.4.2 the issue or allotment to the Custodian on behalf of a holder of a CSD account of a specified number and Class of Issuer Securities; and in either case
  - 2.4.3 receipt by the Depositary of a Share Deposit Instruction for an equivalent number of Depositary Receipts.
- 2.5 The issue to the Custodian on behalf of a Member of a specified number and Class of Issuer Securities shall be deemed, subject to the provisions of these Terms and Conditions, to constitute:
  - 2.5.1 an irrevocable instruction to the Depositary to issue an equivalent number of Depositary Receipts to be issued in respect of any such separate Class of Issuer Securities in series, each series representing interests in a separate Class of Issuer Securities.
  - 2.5.2 a direction to the Depositary or the Depositary Receipt Registrar on its behalf, to adjust by means of a Registrar's adjustment transaction the stock account of the relevant Member in respect of the relevant number of Depositary Receipts; and, accordingly, upon the issue of such Issuer Securities, the Depositary shall, subject to the provisions of these Terms and Conditions:
  - 2.5.3 promptly give instructions to the VFEX to credit the equivalent number of Depositary Receipts to the account of the relevant Member and to update the Depositary Receipts Register accordingly;
  - 2.5.4 the Depositary Receipts will be deemed to be issued at such time as they are credited to the account of the relevant Member; and
  - 2.5.5 in the period following the crediting of the relevant Issuer Securities to the Depositary's CSD account but prior to the issue of the corresponding Depositary Receipts, the Depositary will hold such Issuer Securities on trust for the relevant Member.
- 2.6 If at any time after the date of these Terms and Conditions, there are any separate Class(es) of Issuer Securities then any Depositary Receipts to be issued in respect of any such separate Class of Issuer Securities shall be issued in series, each series representing interests in a separate Class of Issuer Securities.
- 2.7 Depositary Receipts shall be issued on the terms and conditions set forth or referred to in or prescribed pursuant to these Terms and Conditions and the CSD Rules and Procedures, in each case as from time to time amended.
- 2.8 The Depositary Receipts Register will be maintained by the Depositary. The Depositary shall, if required by applicable law in Zimbabwe, seek to ensure that separate registers in respect of each series of Depositary Receipts is maintained in Zimbabwe. Each such register shall record such information as the Depositary considers appropriate, which may include:
  - 2.8.1 the number of Depositary Receipts outstanding from time to time;
  - 2.8.2 the name and address or other identifying information (including the details of any account) of each person holding the Depositary Receipts;
  - 2.8.3 the number of Depositary Receipts each such person holds; and
  - 2.8.4 the date of issue and cancellation and changes in ownership in respect of all of the Depositary Receipts.
- 2.9 Title to Depositary Receipts shall be evidenced only by entry on the Depositary Receipts Register and may be transferred electronically in the VFEX System.
- 2.10 Depositary Receipts may be issued only in uncertificated form. If a Holder wishes to hold Issuer Securities in certificated form, he will have to give a Share Withdrawal Instruction and details of his CSD account if he has one or details of the CSD account of the broker or custodian that the Holder will have appointed in order to be able to hold Issuer Securities. Following the relevant CSD account being credited, the Holder will need to give the appropriate instruction to the Share Registrar to convert his uncertificated holding into a certificated holding.

- 2.11 The Depositary shall have no obligation to arrange for the Depositary Receipts to be listed on any stock exchange or quoted or permitted to be dealt in or on any other market.
- 2.12 Save for the trusts declared by clause 4.1 of these Terms and Conditions, the Depositary shall not be bound by or compelled to recognise any express, implied or constructive trust or other interest in respect of Deposited Property, even if it has actual or constructive notice of the said trust or interest. The Depositary does not undertake any duty or obligation to any person (other than a Holder) and accepts no liability to any such person.
- 2.13 Depositary Receipts may be cancelled, so far as the Depositary, in good faith, considers appropriate,
- 2.14 The Depositary shall maintain in respect of each Holder:
  - 2.14.1 a securities account showing the number of Deposited Securities attributable to that Holder; and
  - 2.14.2 if and so long as the Deposited Property includes cash, a cash account recording the cash amounts (if any) attributable to such Deposited Securities.
- 2.15 Except to the extent prohibited under the CSD Rules and Procedures, the Depositary may suspend the registration of transfers of Depositary Receipts and may in addition request the VFEX CSD to suspend the Depositary Receipts if:
  - 2.15.1 transfers of the Deposited Securities are suspended; or
  - 2.15.2 trading in the Deposited Securities is suspended in any market or on any exchange on which the Deposited Securities are traded or listed or the Deposited Securities are no longer transferable for any other reason; or
  - 2.15.3 the VFEX CSD is entitled under the CSD Rules and Procedures to suspend the Depositary Receipts; or
  - 2.15.4 in all the circumstances, the Depositary, in good faith, considers it reasonably necessary or appropriate for the administration or implementation of these Terms and Conditions or the administration of the Depositary Receipt Facility.
- 2.16 The Depositary shall not be bound to enquire whether any of the circumstances described in clause 2.15 has arisen, except under conditions captured in clause 2.15.2.
- 2.17 The Depositary shall not be bound to enquire whether any transactions in Depositary Receipts are in progress before deciding to suspend or request a suspension and shall incur no liability to any Holder or potential Holder by reason of any suspension or request made in accordance with clause 2.15.

### **3. DEPOSIT OF DEPOSITED PROPERTY; FURTHER PROVISIONS**

- 3.1 Each person to whom Depositary Receipts are to be issued pursuant to these Terms and Conditions or to whom Depositary Receipts are transferred within the Electronic Register (the "Taker") shall be bound to give such warranties and certifications to the Depositary as the Depositary may reasonably deem necessary or appropriate in order to comply with any applicable law or regulation for the administration or implementation of these Terms and Conditions or the administration of the Depositary Receipt Facility.
- 3.2 Each Taker shall in any event be taken to warrant that Issuer Securities which are issued to the Depositary and registered in the name of the Depositary or its Custodian, or credited to the Depositary's CSD account, for the account of the Taker pursuant to the Initial Issue or a Share Deposit or further allotment of Issuer Securities are credited free and clear of all liens, charges, encumbrances or third party interests and that such credit does not contravene the Constitutional Documents of the Depositary or any contractual obligation binding on the Taker or any applicable law or regulation or order binding on or affecting the Taker. In particular, but without limitation, the Depositary may deem it necessary or appropriate for warranties and certifications to be given by such persons for the administration or implementation of these Terms and Conditions or the administration of the Depositary Receipt Facility in the following circumstances:
  - 3.2.1 confirmation of residency where required for any regulatory purpose
  - 3.2.2 where any fact or circumstance relating to the Taker or his holding of Depositary Receipts is reasonably required in respect of any corporate action in relation to Issuer or the Deposited Property.
- 3.3 Each Taker shall be deemed to warrant and represent on any Share Deposit or Share Withdrawal that no change in beneficial ownership of Issuer Securities will arise as a result of such Share Deposit or Stock Withdrawal.
- 3.4 The Depositary shall be entitled to refuse to accept Issuer Securities for deposit hereunder:
  - 3.4.1 whenever it is notified in writing that the Depositary has restricted the transfer of Issuer Securities to comply with ownership restrictions under applicable law or under the Constitutional Documents or any contractual provision binding the Depositary; or
  - 3.4.2 if the Depositary is requested to do so in order to facilitate compliance by regulators with or to avoid any breach of any securities or other laws in any jurisdiction and/or the Constitutional Documents; or

- 3.4.3 if such action is deemed necessary or advisable by the Depositary at any time or from time to time because of any requirement of any applicable law or of any government or governmental authority, body or agency or any regulatory authority or the VFEX CSD, or under any provision of these Terms and Conditions or for any other reason; or
- 3.4.4 if accepting Issuer Securities creates a liability in respect of any stamp duty or other transfer tax and this liability has not been discharged by the Holder.

#### **4. DECLARATION OF TRUST; NO SECURITY INTEREST; DUTIES WITH RESPECT TO DEPOSITED PROPERTY**

- 4.1 The Depositary hereby declares and confirms that it holds (itself or through the Custodian) as bare trustee and will so hold, subject to the terms of these Terms and Conditions, all the Deposited Property pertaining to each series of Depositary Receipts for the benefit of the Holders of that series and that each of the Holders is entitled to rights in relation to the relevant Deposited Property accordingly. For the avoidance of doubt, in acting hereunder the Depositary shall have only those duties, obligations and responsibilities expressly undertaken by it in these Terms and Conditions and, except to the extent expressly provided by these Terms and Conditions, does not assume any relationship of trust for or with the Holders or any other person.
- 4.2 Nothing in these Terms and Conditions is intended to nor shall create a charge or other security interest in favour of the Depositary. Any right or power of the Depositary in respect of the Deposited Property is reserved by the Depositary under its declaration of trust contained in clause 4.1 and is not given by way of grant by any Holder.
- 4.3 The Depositary shall pass on to and, so far as it is reasonably able, exercise on behalf of and shall ensure that the Custodian passes on to and, so far as it is reasonably able, exercises on behalf of the relevant Holder(s) all rights and entitlements which it or the Custodian receives or is entitled to in respect of Deposited Securities in accordance with these Terms and Conditions and which are capable of being passed on or exercised:
- 4.3.1 The Depositary will seek to ensure that any such rights or entitlements to cash distributions, to information, to make choices and elections, and to call for, attend and vote at general meetings and any class meetings shall, subject to the other provisions of these Terms and Conditions, be passed on to the relevant Holder(s) directly at the Depositary's direction at the same time and in the same manner as it is provided to holders of Issuer Securities promptly (provided that any such rights or entitlements which are received directly by the Depositary or the Custodian will be passed on to the relevant Holder(s) promptly (and in any event within 3 Business Days) upon being received by the Depositary or the Custodian in the form in which they are received by the Depositary or the Custodian together with such amendments or such additional documentation as shall be necessary to effect such passing-on or, as the case may be, exercised in accordance with the terms of these Terms and Conditions). In particular, the Depositary may (i) by delivering a validly executed instrument of proxy appoint any Holder as its proxy to attend, speak and vote at general meetings and at any class meetings on behalf of the Depositary as the Holder sees fit in respect of Issuer Deposited Securities represented by such Holder's Depositary Interests or such other person(s) as the Holder has informed the Depositary in writing that they wish to nominate and (ii) direct that the Depositary pay any dividends or other moneys payable in respect of Deposited Securities directly to Holders.
- 4.3.2 Any such rights or entitlements to any other distributions, including but not limited to scrip dividends, to bonus issues or arising from capital reorganisations shall be passed on to the relevant Holder(s) (a) by means of the consolidation, sub-division, change in currency denomination, cancellation and/or issue of Depositary Receipts to reflect the consolidation, sub-division, change in currency denomination and/or cancellation of the underlying Deposited Securities or the issue of additional Depositary Receipts to the relevant Holder(s) to reflect the issue of additional Issuer Securities to the Custodian and (b) in either case immediately following such consolidation, sub-division, change in currency denomination and/or cancellation or issue of such Issuer Securities as the case may be.
- 4.3.3 If Issuer makes a distribution in specie to the Custodian of an asset which is not readily divisible among Holders in their due proportions, the Custodian will use reasonable endeavours to sell the relevant asset within a reasonable time at the best price reasonably obtainable in the market and to distribute the net proceeds of sale appropriately. For the avoidance of doubt, the Custodian shall not be under any obligation to sell a relevant asset if there is in fact no market for it, nor will it be under any obligation to operate the asset in question in order to produce income from it.
- 4.3.4 If arrangements are made which allow a Holder to take up any rights in Issuer Securities requiring further payment from a Holder and the Holder wishes the Depositary to exercise such rights on his behalf he must give the Depositary instructions (which may be given by means of an instruction to the VFEX CSD in accordance with any agreement in this regard between the Depositary and the VFEX CSD from time to time) and put the Depositary (or the VFEX CSD in accordance with any agreement in this regard between the Depositary and the VFEX CSD from time to time) in cleared funds before the relevant payment date or such other date that the Depositary may notify the Holders in respect of such rights.
- 4.3.5 The Depositary will accept all compulsory purchase and similar notices in respect of Deposited Property but will not, and the Custodian will not, exercise choices, elections or voting or other rights or entitlements in the absence of express instructions in writing (submitted on paper or by electronic means) from the relevant Holder.
- 4.3.6 The Depositary shall re-allocate any Issuer Securities or distributions which are allocated to the Custodian, and which arise automatically out of any right or entitlement to Deposited Securities to Holders pro-rata to the Deposited Securities held for their respective accounts provided that the Depositary shall not be required to account for any fractional entitlements arising from such re-allocation. When any fractional entitlements arise from such re-allocation, the Depositary will aggregate the fractional entitlements and sell on behalf of the relevant Holders, any Issuer Securities or distributions representing the fractions for the best price reasonably obtainable to any person and



distribute the proceeds of sale (subject to any applicable tax, abandoned property laws and the reasonable expenses of sale) either (a) in due proportion among those Holders; or (b) to charity.

4.3.7 Any other rights or entitlements shall be passed on to or, as the case may be exercised on behalf of, Holders in such manner and by such means as the Depositary shall in its absolute discretion determine. Where the rights or entitlements consist of reports, notices, circulars or other information which are received by the Custodian and are not sent to Holders directly by Issuer, the obligation to pass them on is subject to the Custodian having received a sufficient number of each such document to pass on one copy to each Holder.

4.3.8 All distributions or other payments to Holders under these Terms and Conditions shall be made net of the maximum rate of withholding or other taxation applicable to such payments in the relevant jurisdiction(s) and the Holder shall be responsible for reclaiming any tax that may be reclaimed from the relevant local tax authorities. The Depositary shall be under no obligation to pay any distribution to any Holder other than in accordance with this clause.

4.4 The Depositary will not be bound to take notice of, nor to see to the carrying out of, any trust, mortgage, charge, pledge or claim in favour of any other person. A receipt from a Holder (or from a Holder's personal representatives or nominated transferee in accordance with clause 5) for the Depositary Receipts will free the Depositary from responsibility to any such other person in respect of any such interest. The Depositary may ignore any notice it receives of the right, title, interest or claim of any other person to an interest in those assets, except where the interest is conferred by operation of law.

## **5. WITHDRAWAL OF DEPOSITED PROPERTY ON TRANSFER AND RELATED MATTERS**

5.1 Subject to the provisions of these Terms and Conditions, the Depositary shall only cancel Depositary Receipts and transfer the Deposited Property represented thereby in accordance with a Stock Withdrawal Instruction.

5.2 A Stock Withdrawal Instruction will be deemed to constitute an irrevocable instruction by the Holder who has given it:

5.2.1 to the VFEX CSD and the Depositary to cancel within the Electronic Register the Depositary Receipts to which such Stock Withdrawal Instruction relates;

5.2.2 to the VFEX CSD and the Depositary to amend the Depositary Receipts Register to reflect the cancellation within the Corpserv System of the Depositary Receipts to which such Stock Withdrawal Instruction relates; and

5.2.3 to the Depositary to transfer Issuer Securities to which such Stock Withdrawal Instruction relates to the CSD account specified by the Holder who has given such Stock Withdrawal Instruction and to pay any money comprised in or referable to the Deposited Property relating to such Depositary Receipts to such transferee.

5.3 In respect of any Stock Withdrawal:

5.3.1 pending cancellation within the Electronic Register of the Depositary Receipts which are the subject of a Stock Withdrawal Instruction, such Depositary Receipts or the VFEX CSD account in which such Depositary Receipts are held may be blocked by the VFEX CSD;

5.3.2 the cancellation of the Depositary Receipts will be effective when they are cancelled within the Electronic Register and on the Depositary Receipts Register;

5.3.3 as soon as practicably possible after being given notice by the VFEX CSD of the cancellation of any Depositary Receipts in accordance with a Stock Withdrawal Instruction and details of the VFEX CSD account of the relevant Holder or of his appointed broker or custodian (as appropriate) specified in the Stock Withdrawal Instruction (and no later than the VFEX CSD Business Day following receipt of notice from the VFEX CSD, the Depositary will credit the specified CSD account with an equivalent number of Issuer Securities; and

5.3.4 in the period following the cancellation of the Depositary Receipts within the Electronic Register by the VFEX CSD but prior to the crediting of the equivalent number of Issuer Securities to the CSD account specified by the Holder, the Depositary shall continue to hold the relevant Deposited Securities on trust for the Holder.

5.4 In respect of any Stock Withdrawal Instruction:

5.4.1 the Depositary shall be entitled to deliver to the Holder who has given such Stock Withdrawal Instruction, in lieu of the relevant Deposited Securities to which he is entitled (i) any securities into which such Deposited Securities have been converted, sub-divided, re-denominated or consolidated; (ii) any securities which are substituted by Issuer for such Deposited Securities; (iii) any depositary interests or receipts which are substituted by Issuer for the Depositary Receipts; or (iv) any proceeds and/or securities received or issued in lieu of such Deposited Securities as a result of any corporate event of or affecting Issuer; and

5.4.2 without prejudice to the generality of clause 5.4.1, where the Depositary has at the direction of the Holder assented to transfer Deposited Securities to a third party pursuant to a take-over offer, the Depositary shall deliver or procure that there is delivered to the Holder in question the proceeds and/or securities received in respect of the assented Deposited Securities attributed to the Depositary Receipts being withdrawn in lieu of such Deposited Securities; in each case as soon as practicable following receipt if the same have not been received by the Depositary by the time of receipt of the relevant Stock Withdrawal Instruction.

- 5.5 Notwithstanding the other provisions of clause 5, the Depositary shall not be required to make arrangements for the transfer of Issuer Securities of a particular Class during any period when the relevant Share Register is closed or if making such arrangements or such transfer would create a liability in respect of any stamp duty or other transfer tax and this liability has not been discharged by the Holder.
- 5.6 The Depositary shall not be liable to a Holder if any Deposited Property cannot be delivered to or to the order of a Holder by reason of any prohibition imposed upon the Depositary or the Holder by applicable law or any other matter beyond the Depositary's reasonable control.
- 5.7 In the event of the death of a Holder (a "Deceased Holder"), the Depositary will deal with the Deceased Holder's executors or personal representatives and recognise any entitlement of such executors or personal representatives to deal with or have transferred to them the Depositary Receipts of the Deceased Holder subject to (a) the Depositary receiving such information and documentation as it reasonably requires (which may include a copy of the death certificate relating to the Deceased Holder, evidence of appointment of the executors or personal representatives and a grant of probate or letters of administration) and (b) the Depositary's fees, costs and expenses for doing so being paid.
- 5.8 Notwithstanding the withdrawal of Deposited Securities under clause 5, income distributions attributable thereto will be dealt with in accordance with clause 4.
- 5.9 Any person requesting cancellation of Depositary Receipts may be required by the Depositary to furnish it with such reasonable proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to his identity and with such further documents and information as the Depositary may reasonably deem necessary or appropriate for the administration or implementation of these Terms and Conditions in accordance with applicable laws and regulations. The Depositary may withhold delivery of the Deposited Property until such items are so furnished.

## 6. COMPULSORY WITHDRAWAL

- 6.1 If it shall come to the notice of the Depositary, or if the Depositary shall have reason to believe, that any Depositary Receipts:
- 6.1.1 are owned directly or beneficially by any person in circumstances which, in the opinion of the Depositary, might result in the Depositary or the Custodian suffering any liability to taxation or pecuniary, fiscal or material regulatory disadvantage which it might not otherwise have suffered; or
  - 6.1.2 are owned directly or beneficially by, or otherwise for the benefit of, any person in breach of any law or requirement of any jurisdiction or governmental authority or so as to result in ownership of any Issuer Securities exceeding any limit under, or otherwise infringing the Constitutional Documents or any obligations therein (or would so infringe the Constitutional Documents if such person was a registered shareholder of the Deposited Securities) or law applicable to the Depositary or the terms of issue of Issuer Securities; or
  - 6.1.3 are owned directly or beneficially by, or otherwise for the benefit of, any person who fails to furnish to the Depositary such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to his identity, as the Depositary may deem necessary or appropriate for the administration or implementation of these Terms and Conditions in accordance with applicable laws and regulations, including (without limitation) information specified in the CSD Rules and Procedures; or
  - 6.1.4 are owned by a Holder who ceases at any time to be, or is suspended in whole or in part as, a member for any reason; or
  - 6.1.5 cease to be capable of being held in the Electronic Register; or
  - 6.1.6 are held by a Holder who has failed to perform any obligation duly and punctually to the Depositary or Custodian imposed upon him by virtue of these Terms and Conditions or any other agreement or instrument to which he is a party or by which he is bound with respect to those or any other Depositary Receipts, and in relation to whom the Depositary determines that it is appropriate that the provisions of this clause shall apply; or
  - 6.1.7 are held on behalf of a Holder or Holders representing Issuer Securities of such value as to require the Depositary or Custodian, under applicable law, to make a mandatory offer for other Issuer Securities,
- then the Holder shall, if the Depositary so elects, be deemed to have requested the cancellation of his Depositary Receipts and the withdrawal of the Deposited Securities represented by his Depositary Receipts and the provisions of clause 5.2 shall then apply as if the Holder had given a Stock Withdrawal Instruction.
- 6.2 If any regulatory authority refuses to approve the holding of the Depositary or the Custodian of Issuer Securities at or above a certain level, and requires the Depositary or Custodian to divest itself of some or all of the Deposited Securities held by it, then:
- 6.2.1 the Depositary will consult on what action it proposes to take; and
  - 6.2.2 a Holder or Holders (as appropriate and as determined by the Depositary acting reasonably at all times) will, if the Depositary so elects be deemed to have requested the cancellation of such number of Depositary Receipts as determined by the Depositary and the withdrawal of the Deposited Securities represented by those Depositary Receipts and the provisions of clause 5.2 shall then apply as if the Holder or Holders had submitted a Stock Withdrawal Instruction and the Holder or Holders must on request by the Depositary specify a CSD account to which such Issuer Securities should be transferred. In deciding what action to take the Depositary will start from the

presumption that all Holders should have their Depositary Receipts cancelled proportionally, but this presumption may be departed from in any case if, in the Depositary's view, it is appropriate and reasonable to do so in all the circumstances.

- 6.3 On the Holder being deemed, at the election of the Depositary, to have given a Stock Withdrawal Instruction pursuant to clause 6.1 or clause 6.2, the Depositary shall make such arrangements to the extent practicable and permitted by applicable law and regulation for the delivery of the Deposited Property represented by the Holder's Depositary Receipts to the CSD account of the Holder or of his broker or custodian as notified by the Holder to the Depositary. To the extent that this is not possible or reasonably practicable, or if the Holder has not specified a CSD account for such purpose, the Depositary may:
- 6.3.1 arrange for the Depositary Receipts of such Holder to be transferred (or cancelled and re-issued) to a Member selected by the Depositary who shall hold the same as nominee for such Holder on such terms as the Depositary or that Member shall think fit acting reasonably and in good faith; or
  - 6.3.2 arrange for the Deposited Property to be delivered to the CSD account of a Member selected by the Depositary who shall hold the same as nominee for such Holder on such terms as the Depositary or that CSD account holding Member shall think fit acting reasonably and in good faith; or
  - 6.3.3 arrange for such Depositary Receipts to be cancelled and for the Deposited Property represented thereby to be transferred to such Holder (including, in the case of Deposited Securities, the transfer of such Issuer Securities to the Holder in certificated form); or
  - 6.3.4 in its absolute discretion, sell all or part of the Deposited Property and deliver or procure delivery of the net proceeds to the Holder.

The Depositary shall be entitled to deduct such fees, costs, duties, taxes and charges as may be applicable and any other sums owing to the Depositary in accordance with the provisions of these Terms and Conditions from the Deposited Property or from the net proceeds thereof before delivering the same to the Holder. If any official consents need to be obtained prior to the delivery of the Deposited Property or the net proceeds thereof to the Holder, the Depositary shall make such arrangements with respect to the Deposited Property or the net proceeds thereof as it shall see fit acting reasonably and in good faith.

## 7. AUTHORISATIONS

The Depositary warrants that it is an authorised person under the Securities Act [Chapter 24:25] ("the Act") and is duly authorised to carry out the custodial and other activities required of it by these Terms and Conditions in accordance with the Act and undertakes that, if and so long as these Terms and Conditions remains in force, it shall, at its own burden and expense, maintain that status and authorisation or any corresponding status under any legislation or regulatory requirement in Zimbabwe which may from time to time apply to the carrying on of such activities in addition to or in substitution for the requirements of the Act.

## 8. LIABILITY

- 8.1 The Depositary shall not incur any liability to any Holder or to any other person for any Liabilities suffered or incurred, arising out of or in connection with the performance or non-performance of its obligations or duties whether arising under these Terms and Conditions or otherwise save to the extent that such Liabilities result from its negligence or willful default or fraud or that of any person for whom the Depositary is vicariously liable (including any member of the same group of companies as the Depositary) provided that the Depositary shall not incur any such liability as a result of the negligence or willful default or fraud of any Custodian or Agent which is not a member of the same group of companies as the Depositary unless the Depositary shall have failed to exercise all due skill, care and diligence in the selection, appointment and continued use and supervision of such Custodian or Agent, nor shall the Depositary incur any such liability if any Liability suffered or incurred by the Holder is attributable to or results from the negligence or willful default or fraud of the VFEX CSD or the acts or omissions of any person who provides banking services in connection with VFEX CSD or the Electronic Register. Except in the case of personal injury or death, any liability incurred by the Depositary to a Holder under these Terms and Conditions will be limited to the value (at the date the act, omission or other event giving rise to the liability is discovered and as if such act, omission or other event had not occurred) of the Deposited Property that would have been properly attributable (if such act, omission or other event had not occurred) to the Depositary Receipts to which the liability relates.
- 8.2 The Depositary shall not incur any liability to any Holder or to any other person if, by reason of:
- 8.2.1 any provision of any present or future law or regulation of any jurisdiction or of any governmental authority, or by reason of the interpretation thereof; or
  - 8.2.2 any compulsory withdrawal pursuant to clause 6; or
  - 8.2.3 the Constitutional Documents of the Depositary; or
  - 8.2.4 the provisions of the CSD Rules and Procedures or the application thereof; or
  - 8.2.5 any refusal or failure of the VFEX CSD or of any other person to provide any service in relation to the Electronic Register or any operational failure of the Electronic Register; or
  - 8.2.6 any act or omission of the Depositary or
  - 8.2.7 any computer failure; or
  - 8.2.8 any circumstance beyond the reasonable control of the Depositary,

the performance by it or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to these Terms and Conditions shall be prevented or delayed or required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by these Terms and Conditions.

8.3 If and to the extent that by virtue of laws of any jurisdiction outside Zimbabwe, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Constitutional Documents or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Issuer Securities to cover the Depositary Receipts in issue, neither the Depositary nor the Custodian shall be in any way be liable to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of the Depositary Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance; and each Holder agrees that, by acquiring and holding Depositary Receipts representing Issuer Securities by means of the arrangements contemplated by these Terms and Conditions, he accepts the risk that, by virtue of such laws or terms and conditions, or the application or operation thereof, or any such event or circumstance, his interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

If the Depositary becomes entitled to take or cause to be taken action as aforesaid, it will in its sole discretion consider whether it may directly or indirectly transfer or make available to any Holder adversely affected, in whole or in part, the benefit of any rights, claims or other assets which may be available to the Depositary and which pertain to the matter(s) giving rise to the relevant event or circumstance.

- 8.4 The Depositary may rely on, and shall not be liable for any loss suffered by any Holder or any other person by reason of its having accepted (or the Custodian or any other Agent or its agents having accepted) as valid and having relied upon, any written notice, request, direction, transfer, certificate for Issuer Securities (or other securities) electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorised or delivered.
- 8.5 The Depositary may act, or take no action, on the advice or opinion of, or in reliance upon, any certificate or information obtained or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator registrar or other expert whether obtained by the Depositary or otherwise and shall not except where any such person is a member of the same group of companies as the Depositary be responsible or liable to any Holder or any other person for any loss or liability occasioned by so acting or refraining from acting or relying on information from persons depositing Issuer Securities or otherwise entitled to the issue of Depositary Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, e-mail, or other electronic communication and the Depositary shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.
- 8.6 The Depositary may call for and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing, a certificate, letter or other written communication, purporting to be signed on behalf of the Depositary or by a person duly authorised in writing or such other certificate from any such person as is specified in clause 8.5 which the Depositary in good faith considers appropriate and the Depositary shall not be bound in any such case to call for further evidence or be responsible to any Holder or any other person for any loss or liability that may be occasioned by the Depositary acting on such certificate.
- 8.7 The Depositary shall not be required or obliged to monitor, supervise or enforce the observance and performance of Issuer of any of its obligations, including, without limitation, those arising under or in connection with applicable law, or any contract or instrument to which Issuer is a party or by which it or any of its assets is bound. The Depositary makes no representation or recommendation to any person regarding the financial condition of Issuer or the advisability of acquiring Depositary Receipts or Issuer Securities or other property or as to the type or character or suitability of them and takes no responsibility for the operations of Issuer or the effect of them on the value of the relevant Issuer Securities or Depositary Receipts or any rights derived from them.
- 8.8 The Depositary, the Custodian and any Agent may engage or be interested in any financial or other business transactions with Issuer or any other member of any group of which Issuer is a member, or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time hold or be interested in Depositary Receipts for their own account, and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian or Agent (as the case may be) in relation to matters arising under these Terms and Conditions (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising from it.
- 8.9 The Depositary shall endeavour to effect any sale of securities or other property or transferable right and any conversion of currency as is referred to or contemplated by these Terms and Conditions in accordance with its normal practices and procedures but shall have no liability with respect to the terms of such sale or conversion or if the effecting of such sale or conversion shall not be reasonably practicable.
- 8.10 The Depositary shall have no responsibility whatsoever to any Holder or any other person as regards any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income or capital distribution or other payment arising from it or any proceeds of sale. For the avoidance of doubt, the previous sentence only applies to tax relating to Deposited Property and does not apply to any tax assessed on the

Depository on its income, profit or gains on fees and expenses payable to it pursuant to these Terms and Conditions. The Depository shall be entitled to make such deductions from the Deposited Property or any income or capital arising from it or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required by applicable law in order to comply with its obligations to account for any tax liability in respect thereof.

- 8.11 Without prejudice to any other powers which the Depository may have hereunder, the Depository shall be entitled to share with any relevant taxation authority information concerning the taxation status of the transactions effected pursuant to these Terms and Conditions if required by applicable law.
- 8.12 Notwithstanding anything else contained in these Terms and Conditions but subject always to the rights of a Holder under clause 6, the Depository may refrain from doing anything which could or might, in its reasonable opinion, be contrary to any law of any jurisdiction or any of the CSD Rules and Procedures or any rule or regulation applicable to CSD, VFEX CSD or any provision of the CSD or VFEX CSD or any regulation or requirement of any regulatory authority or other body which is binding upon it, or which would or might otherwise in its reasonable opinion render it liable to any person and the Depository may do anything which is, in its opinion, necessary to comply with any such law, regulation or requirement or which is in its opinion necessary to avoid any such liability.
- 8.13 No provision of these Terms and Conditions shall require the Depository to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income or capital arising from it or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale as may be required to account for any loss or liability suffered by the Depository in respect of the Deposited Property.
- 8.14 All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be in English and delivered to or sent to or from them at their own risk.
- 8.15 The Depository shall not be liable to a Holder in respect of any of its obligations under these Terms and Conditions if it is unable to fulfil those obligations by reason of any prohibition imposed upon the Depository or the Holder by applicable law, any benefit attaching to Issuer Securities being unable to pass through the Electronic Register and alternative arrangements not being agreed or any other matter beyond the Depository's reasonable control.
- 8.16 Nothing in these Terms and Conditions shall require the Depository to disclose Sensitive Information to a Holder. "Sensitive Information" is information:
  - 8.16.1 that the Depository receives under any obligation of confidence; or
  - 8.16.2 the disclosure of which in the Depository's reasonable opinion might amount to a breach of law or regulation or the rules of any market on which Issuer Securities are listed or traded.
- 8.17 The Depository shall not be liable to any Holder in respect of losses incurred in connection with any failure to disclose Sensitive Information pursuant to clause 8.16.

## 9. DEPOSITORY'S FEES AND EXPENSES

- 9.1 The Depository shall be entitled to charge Holders fees and expenses in respect of the provision of its services under these Terms and Conditions as may be separately notified from time to time, provided that (a) any fees or expenses charged by the Depository relate to the particular circumstances of the relevant Holder and are not applied to all Holders generally and (b) such fees or expenses are of a type which would be charged by a reasonable depository providing services similar to those provided by the Depository in relation to Depository Receipts. In the case of any fees and expenses to be charged in connection with the formalities of receiving and transferring Issuer Securities, the Depository may ask to be put in funds in advance by the Holder or prospective Holder. For the avoidance of doubt, the Depository will be entitled to charge Holders fees and expenses in relation to dealing with the Depository Interests of a Deceased Holder as referred to in clause 5.7. However, no fees or expenses will be charged to Holders in relation to: (i) notices of any shareholder meetings of Issuer; (ii) giving instructions as to voting at all shareholder meetings of Issuer; (iii) attending and voting (as proxy) at all shareholder meetings of Issuer; (iv) having made available to them and being sent at their request, copies of the annual report and accounts of Issuer and of all of the documents issued by Issuer to its shareholders (in each case, in English); (v) receiving any dividends declared and paid in the future by Issuer in respect of Issuer Securities; and (vi) a Share Deposit or Stock Withdrawal (for example, in respect of exchanging Issuer Securities for Depository Receipts and vice versa).
- 9.2 The Depository shall not be liable for any taxes, duties, charges, costs or other expenses which may become payable in respect of the Deposited Securities or other Deposited Property or the Depository Receipts, whether under any present or future fiscal or other laws or regulations or otherwise, and such amount as is proportionate or in the opinion of the Depository referable to a Depository fee shall be payable by the Holder to the Depository at any time on request; or may be deducted from Deposited Property held for the account of the Holder and/or from any amount due or becoming due on such Deposited Property in respect of any dividend or other distribution. In default of this, the Depository may in its sole discretion sell, and for the account of the Holder discharge the same out of the proceeds of sale of, any appropriate number of Deposited Securities or other Deposited Property, and subsequently pay any surplus to the Holder.
- 9.3 Without prejudice to clauses 9.1 and 9.2, where a Holder is liable to the Depository under clauses 9.1 and 9.2, the Depository may from time to time consult extensively, prior to claiming any such amount from the Holder or deducting such amount from the Deposited Property (in the case only of a liability under clause 9.2) held for the account of the Holder.

## 9.4 The following will form part of the inaugural ZDR fee structure:

A) **First Series of Depositary Receipts** – No costs shall be levied for the transfer of Nedbank Limited shares from Corpserve Nominee 1 account to Corpserve Nominee 2 account (“Deposit”) and thus for the issuance of Nedbank ZDRs.

**B) Further series of Depositary Receipts:**

I. **Deposit** – US\$3.00 per each deposit

II. **Withdrawal** – USD\$25.00 per each re-materialization

## 10. INDEMNITIES

- 10.1 A Holder shall be liable for and shall indemnify the Depositary and the Custodian and their respective agents, officers and employees and hold each of them harmless from and against, and shall reimburse each of them for, any and all Liabilities, arising from or incurred in connection with, any breach of the provisions of these Terms and Conditions by that Holder (including where any confirmation or certification given or deemed to be given by the Holder are not true and accurate), provided that a Holder shall not be liable to the Depositary or the Custodian to the extent that such Liabilities are caused by or result from any willful default or negligence or fraud of (i) the Depositary or (ii) the Custodian or any Agent if such Custodian or Agent is a member of the same group of companies as the Depositary or if, not being a member of the same group of companies, the Depositary shall have failed to exercise all due skill, care and diligence in the appointment and continued use and supervision of such Custodian or Agent. The Depositary shall be entitled to make such deductions from the Deposited Property or any income or capital arising from it or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale as may be required to discharge the obligations of the Holder(s) liable under this clause.
- 10.2 The obligations of each Holder under clause 10.1 shall survive any termination of these Terms and Conditions in whole or in part and any resignation or replacement of the Depositary and any Custodian.
- 10.3 Should any amount paid or payable under these Terms and Conditions by a Holder be itself subject to tax in the hands of the recipient or be required by law to be paid under any deduction or withholding, the relevant Holder(s) will pay such sums as will after any such tax, deduction or withholding leave the recipient with the same amount as he would have had if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this clause 10.3.

## 11. AGENTS

- 11.1 The Depositary may from time to time appoint one or more Agents on such terms as the Depositary may think fit, acting reasonably and in good faith, to perform any obligations of the Depositary under these Terms and Conditions and the Depositary may remove any such Agent.
- 11.2 In particular but without prejudice to the generality of clause 11.1, the Depositary shall be entitled to delegate by power of attorney or otherwise to any Agent, all or any of the powers, authorities and discretions vested in the Depositary by these Terms and Conditions and such delegation may be made upon such terms and subject to such conditions, including the power to sub-delegate, as the Depositary may think fit acting reasonably and in good faith. However, at all times, the Depositary will exercise all due skill, care and diligence in the selection, appointment and continued use and supervision of any Agent it may appoint under these Terms and Conditions.
- 11.3 Notice of any appointment or removal pursuant to clause 11.1 or any delegation pursuant to clause 11.2 shall, where such matter is in the opinion of the Depositary material to the Holders of any series of Depositary Receipts, be given by or for the Depositary and the Holders of that or those series.

## 12. RESIGNATION OF THE DEPOSITARY

- 12.1 Subject to clause 12.2, the Depositary may resign as Depositary by giving at least 30 clear days' prior notice in writing to that effect to the Holders.
- 12.2 The resignation of the Depositary shall take effect on the date specified in such notice provided that no such resignation shall take effect until the appointment by the Depositary of a successor Depositary. The Depositary undertakes to use its reasonable endeavours to procure the appointment of a successor Depositary with effect from the date specified in such notice as soon as reasonably practicable following the giving of notice of resignation. Upon any such appointment and acceptance, notice shall be given by or for the Depositary to the Holders as soon as reasonably practicable.
- 12.3 Upon the resignation of the Depositary (referred to in this clause 12.3 as the “Retiring Depositary”) and against payment of all sums due to the Retiring Depositary under these Terms and Conditions, the Retiring Depositary shall deliver to its successor Depositary (the “Successor”) sufficient information and records to enable the Successor to efficiently perform its obligations under these Terms and Conditions and shall transfer to the Successor or to a Custodian or other Agent appointed by the Successor all Deposited Property held by the Retiring Depositary as trustee under these Terms and Conditions. Upon the date when such resignation takes effect, any Custodian appointed by the Retiring Depositary shall be instructed by the Retiring Depositary to transfer to the Successor or to a Custodian or other Agent appointed by the Successor the Deposited Property held by it pursuant to these Terms and Conditions.

**13. TERMINATION OF TERMS AND CONDITIONS**

- 13.1 The Depositary may terminate these Terms and Conditions either in its entirety or in respect of one or more series of Depositary Receipts by giving not less than 30 clear days' prior notice to that effect to the Holders of the Depositary Receipts concerned. Upon such notice, each Holder shall be deemed to have requested the cancellation of its Depositary Receipts and the withdrawal of the Deposited Securities represented by its Depositary Receipts and clause 13.3 shall apply.
- 13.2 Termination of these Terms and Conditions for whatever reason shall be without prejudice to any and all accrued rights, obligations and liabilities of the Depositary and any Holder as at the date of termination.
- 13.3 During the period from the giving of such notice to the Holders until termination, each Holder shall be obliged to cancel the Depositary Receipts held by it and withdraw the Deposited Property relating to it in accordance with the terms of these Terms and Conditions.
- 13.4 If any Depositary Receipts in respect of which these Terms and Conditions is terminated remain outstanding after the date of termination, the Depositary shall as soon as reasonably practicable cancel such Depositary Receipts and instruct the VFEX CSD to remove the relevant Depositary Receipts from the Electronic Register and update the Depositary Receipts Register following any cancellation of the Depositary Receipts, the Depositary will cease to pass on dividends or distributions or take any other action in respect of such Deposited Property, except that it shall, as soon as reasonably practicable, deliver the Deposited Property, any substituted depositary interests or receipts or net proceeds of any sale (as applicable), after deducting any sums then due to the Depositary, together with any other cash then held by it under these Terms and Conditions, pro rata to Holders in respect of their Depositary Receipts. After making such sale or substitution, the Depositary shall, without prejudice to clause 13.2, be discharged from all further obligations under these Terms and Conditions, except its obligation to account to Holders for such net proceeds and other cash comprising the Deposited Property without interest.
- 13.5 For the avoidance of doubt, any obligations of a Holder herein to make payments to the Depositary and indemnify it shall survive any such termination.

**14. AMENDMENT OF TERMS AND CONDITIONS**

- 14.1 All and any of the provisions of these Terms and Conditions (other than this clause) may at any time and from time to time be amended or supplemented by the Depositary in any respect which it may deem necessary or reasonably desirable by a supplemental to these Terms and Conditions.
- 14.2 Notice of any amendment or supplement, other than an amendment or supplement of a minor or technical nature which does not in the reasonable opinion of the Depositary materially affect the interests of the Holders of the Depositary Receipts concerned, shall be given by or for the Depositary to the Holders of such series within 30 clear days of the amendment or supplement taking effect.
- 14.3 Any amendment or supplement which shall, in the reasonable opinion of the Depositary, be materially prejudicial to the interests of the Holders as a whole or to the Holders of one or more series of Depositary Receipts shall not take effect until 40 clear days after service of notice on the Holders at which time the Holders shall be deemed to have accepted the amendment or supplement.
- 14.4 The Depositary shall not be obliged to have regard to the consequences for the Holders of any proposed amendment or supplement to these Terms and Conditions or the exercise of any power conferred on the Depositary by these Terms and Conditions except to the extent expressly provided in these Terms and Conditions.

**15. FORM OF ACCEPTANCE AND SURRENDER**

- 15.1 To participate in the ZDR, the Holder will be required to execute the following forms: -
  - 15.1.1 **The Form of Acceptance:** The following form of acceptance will be required to facilitate the issuance of the ZDRs:

Dear Sir/Madam

**The Offer**

I/We the undersigned, hereby irrevocably and unconditionally accept the Offer of 1 Nedbank Zimbabwe Depositary Receipt ("Nedbank ZDR") for every 1 Nedbank Limited share held, the details of which are included in the Prelisting Statement. I/We also cede ownership and accept the transfer of ownership of the Nedbank Limited shares to Nedbank ZDRs.

**NEDBANK LIMITED SHAREHOLDERS ACCEPTING THE OFFER MUST COMPLETE THIS SECTION IN BLOCK LETTERS**

Surname:	
Given Names (in full):	
Title (Mr., Mrs., Miss., Ms., Other):	
Address:	
Telephone:	
Mobile:	
Email address	

I/We hereby surrender the undermentioned shares/share certificates:

Name of registered holder (separate form for each holder)	Certificate number/CSD number (in numerical order) (if applicable)	Number of Nedbank Limited Shares
Total		

Signature of Shareholder:	Stamp and address of agent lodging this form (if any)
Date:	
Assisted by me (if applicable):	
State full name and capacity:	
Date:	
Telephone number (home):	
Telephone number (work):	
Mobile Number:	

**Notes:**

8. No receipts will be issued for Documents of Title lodged unless specifically requested. Lodging agents who require special transaction receipts are requested to prepare such receipts and submit them for stamping together with the Documents of Title lodged. Additional copies of this Form of Acceptance, Surrender and Transfer are available upon request from the Transfer Secretaries.
9. Any alteration to this Form of Acceptance, Surrender and Transfer must be signed in full and not initialed. Any alteration may not be accepted by Corpserve Registrars.
10. If this Form of Acceptance, Surrender and Transfer is signed under a power of attorney, then such power of attorney or a notarial certified copy hereof, must be sent with the form for noting, unless it has already been noted by the Transfer Secretaries.
11. Where the Nedbank Limited Shareholder is a company or a close corporation or other juristic person, a certified copy of all Directors' or members' or other resolution authorizing the signing of this Form of Acceptance, Surrender and Transfer must be submitted together with this form.
12. Where the Nedbank Limited shares are jointly held, this Form of Acceptance, Surrender and Transfer must be signed by all joint holders; however, Corpserve Registrar shall be entitled to, in its absolute discretion, accept the signature of that holder whose name stands first in the register in respect of such Nedbank Limited Shares.
13. Shareholders with CSD accounts will have their new Nedbank Limited ZDRs credited automatically to their VFEX electronic accounts.



15.1.2 **The Form of Surrender:** The following form of surrender will be required to facilitate cancellation of the ZDRs into underlying Nedbank Limited shares



Date: .....  
(dd/mm/yyyy)

Depository Participant: \_\_\_\_\_

Client CSD Securities Account No.	
Title: Mr/Mrs/Miss/Ms/Master/ Dr	
Surname / Company Name	
First & other name(s):	
Address:	

Particulars of Securities to be withdrawn	
Security Symbol / ID	Volume/Number of Shares
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

#### Declaration by Client

I/We hereby request the withdrawal of the above mentioned securities deposited by me/us in my/our Securities

Name: ..... Signature: ..... Date: .....  
(DD/MM/YY)

Name: ..... Signature: ..... Date: .....  
(DD/MM/YY)

Name: ..... Signature: ..... Date: .....  
(DD/MM/YY)

Initial

### Depository Participant Declaration:

I/We hereby certify that I / we have verified the above information and that:

- (1) to the best of our knowledge and information, the name of the securities account holders as it appears on the Account opening form/screen and on the withdrawal form refer to the same person.
- (2) the person signing the deposit form has the proper authority to do so and I/we agree that the necessary documentary evidence will be made available upon request.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date: (DD / MM / YY)

\_\_\_\_\_  
Stamp:

### For VFEX Use Only

			Approve (Accept) Reject / Stamp:
(Name)	(Signature)	(Date)	
(Name)	(Signature)	(Date)	
(Name)	(Signature)	(Date)	

### For Transfer Secretary Use Only

Reviewed by.....	Approved by.....
Signature.....	Signature.....
Date.....	Date.....
Stamp	

Initial

**16. LIABILITY TO PAY STAMP DUTY OR TRANSFER TAX**

- 16.1 The Holder agrees and acknowledges that if and to the extent that any stamp duty or other transfer tax is payable on the deposit, transfer or withdrawal of any Depositary Receipts it shall be the responsibility of the Holder, and not the Depositary or any other person, to pay such stamp duty or other transfer tax.
- 16.2 Each Holder indemnifies the Depositary for any amounts expended by the Depositary in respect of any liability of such Holder under clause 16.1.
- 16.3 Where a Holder is liable to the Depositary under clause 16.2, the Depositary may from time to time agree with the Transfer Secretary that prior to claiming any such amount from the Holder it will notify the Depositary. In such event, if the Depositary pays an amount equal to such liability (net of any withholding or other tax in the hands of the Depositary or the Custodian) within 7 clear days of such notification the Depositary agrees that it will not seek to recover such amount from the Holder.

**17. NO ENCUMBRANCES**

Neither the Depositary, the Custodian or its nominee shall (a) arrange for any Issuer Securities or other Deposited Property to be lent to any other person, (b) charge or pledge in favour of any other person any Issuer Securities or other Deposited Property as security; or (c) grant a lien, a right of retention, sale or set-off or any other security interest or quasi security interest over any Issuer Securities or other Deposited Property.

**18. DISCLOSURE OF OWNERSHIP, etc**

- 18.1 The Depositary or the Custodian may from time to time require from any Holder or former or prospective Holder:
  - 18.1.1 information as to the capacity in which such Holder owns, owned, holds or held Depositary Receipts and regarding the identity of any other person or persons who then or previously has or has had any interest of any kind whatsoever in such Depositary Receipts and/or the underlying Issuer Securities represented thereby and the nature of any such interest; and
  - 18.1.2 evidence or declaration of nationality or residence of the legal or beneficial owner(s) of Depositary Receipts registered or to be registered in his name and such information as is required for the transfer of the relevant Issuer Securities to the Holder, and such other information as may be necessary or desirable for the purposes of these Terms and Conditions or any other agreement or arrangement relating to the Electronic Register. Each Holder agrees to provide any such information requested by the Depositary or the Custodian and consents to the disclosure of such information by the Depositary or Custodian to the extent necessary or desirable to comply with their respective legal or regulatory obligations in any jurisdiction or any provision of the Constitutional Documents.
- 18.2 To the extent that provisions of or governing any Issuer Securities or the Constitutional Documents or applicable law or regulation in any jurisdiction may require the disclosure to the Depositary of, or limitations in relation to, beneficial or other ownership of or any interest of any kind whatsoever in Issuer Securities or other securities, the Holders shall comply with the provisions of such Constitutional Documents, and applicable laws and regulations in respect of such disclosure or limitation, as may be forwarded to them from time to time by the Depositary. Holders shall comply with all such disclosure requirements of VFEX from time to time.

**19. NOTICES**

- 19.1 Any notice shall be in writing and signed by or on behalf of the person giving it. Except in the case of personal service, any such notice shall be sent or delivered to the party to be served, in the case of the Depositary, at the address set out above and marked for the attention of the Depositary and, in the case of a Holder, at the address set out in the Depositary Receipts Register. Any alteration in the details of the party to be served shall, to have effect, be notified to the other party in accordance with this clause. Service of a notice must be effected by one of the following methods: -
  - 19.1.1 personally, on any person or on a director or officer or the secretary of any party and shall be treated as served at the time of such service;
  - 19.1.2 by prepaid post (or by airmail if from one country to another) and shall be treated as served on the second (or if by airmail the fourth) Business Day after the date of posting. In proving service, it shall

be sufficient to prove that the envelope containing the notice was correctly addressed, postage paid and posted;

19.1.3 by delivery of the notice through the letterbox of the party to be served and shall be treated as served on the first Business Day after the date of such delivery;

19.1.4 if by fax when received in a legible form; or

19.1.5 if by e-mail or other electronic communication (such contact details as agreed by the party to be served) when received in a legible form.

19.2 The Holder may give instructions to the Depositary in the manner described in these Terms and Conditions.

19.3 If the Holder wishes to make a formal complaint, such complaint should be made in writing to the Depositary at its registered office address marked for the attention of the Custody and Settlement Team.

## **20. SEVERABILITY**

If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms and Conditions.

## **21. COPIES OF THE TERMS**

A Holder shall be entitled to one copy of these Terms and Conditions upon payment of a reasonable copying charge upon written request made to the Depositary. The Depositary Bank will also make available a copy of these Terms and Conditions free of charge on its website.

## **22. GOVERNING LAW AND JURISDICTION**

22.1 These Terms and Conditions (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Terms and Conditions and its formation) and the Depositary Receipts shall be governed by and construed in accordance with Zimbabwean law.

22.2 For the benefit of the Depositary, the Holder irrevocably agrees that the courts of Zimbabwe shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these Terms and Conditions. For such purposes, the Holder irrevocably submits to the jurisdiction of the courts of Zimbabwe.

22.3 The Holder irrevocably waives any objection which it might now or hereafter have to the courts referred to in clause 22.2 being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these Terms and Conditions and agree not to claim any such court is not a convenient or appropriate forum.

22.4 The submission to the jurisdiction of the courts referred to in clause 22.2 shall not (and shall not be construed so as to) limit the right of the Depositary to take proceedings against the Holder in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

## **23. OVERRIDING PROVISIONS**

23.1 For so long as the Depositary Receipts remain a participating security in the Electronic Register, no provision of these Terms and Conditions or of any other instrument relating to the Depositary Receipts of that series shall apply or have effect to the extent that it is in any respect inconsistent with:-

23.1.1 the holding of the Depositary Receipts in uncertificated form in the Electronic Register;

23.1.2 the transfer of title to the Depositary Receipts by means of the Electronic Register; or

23.1.3 applicable laws and regulations.

23.2 Without prejudice to the generality of clause 23.1 and notwithstanding anything contained in these Terms and Conditions or any such instrument:-

23.2.1 all Depositary Receipts Registers shall be maintained at all times in Zimbabwe;

23.2.2 Depositary Receipts may be issued in uncertificated form in accordance with applicable laws and regulations; and

- 23.2.3 title to the Depositary Receipts which are recorded on a Depositary Receipts Register as being held in uncertificated form may be transferred by means of the relevant system concerned.

#### **SCHEDULE**

#### **TERMS AND CONDITIONS BY CORPSERVE NOMINEES (PVT) LIMITED**

in respect of securities in relation to

#### **ISSUER**

Unless the context otherwise requires, in these Terms and Conditions the following expressions shall have the meanings ascribed below:-

Admission Date	the Effective Date under the Pre-Listing Statement
Nedbank ZDR Issuer	Corpserve Nominees (PVT) Limited, a company incorporated and registered in the Republic of Zimbabwe and the common shares of no-par value in the capital of which are listed on the JSE and Depositary Receipts of which are to be listed on VFEX.
First Series of Depositary Receipts	all Depositary Receipts from time to time constituted and issued in accordance with these Terms and Conditions in relation to Issuer Securities which are common shares of no-par value (or such other par value as may result from a reorganization of Issuer shares)
Market/Exchange	Victoria Falls Stock Exchange

**IN WITNESS** whereof these Terms and Conditions has been duly entered into the day and year first above written.

Executed as Terms and Conditions by  
**Corpserve Nominees (Pvt) Limited**

acting by **Paradzai Mangunda**  
a director, in the presence of:

)  
 )  
 )  
 )  
 ) .....  
**Director**

Signature of Witness: .....

Name and Address of Witness: Setfree Nhapi  
5623 Manyame Park  
Chitungwiza