
APPLICABLE PRICING SUPPLEMENT

PALLIDUS CREDIT CONNECT (RF) LIMITED
(Incorporated in South Africa under registration number 2022/465544/06)

Issue of ZAR86,000,000 Senior Secured Class A Notes

under its ZAR25,000,000,000 Note Programme

Transaction No. 1 - EPCM Consultants SA

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described in this Applicable Pricing Supplement.

This Applicable Pricing Supplement must be read in conjunction with the Master Programme Memorandum dated 13 March 2023 approved by the CTSE, the Applicable Issuer Supplement issued by the Issuer dated 13 March 2023 and the Applicable Transaction Supplement issued by the Issuer dated 13 March 2023. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Master Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Master Programme Memorandum entitled "*Terms and Conditions of the Notes*" and/or the section of the Applicable Transaction Supplement entitled "*Transaction Specific Definitions*".

References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Master Programme Memorandum entitled "*Terms and Conditions of the Notes*". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Applicable Pricing Supplement which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement contains all information required by Applicable Law and the CTSE Debt Listings Requirements. The Issuer accepts full responsibility for the information contained in this Applicable Pricing Supplement, the Master Programme Memorandum, the Applicable Issuer Supplement, the Applicable Transaction Supplement, its annual financial statements and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The CTSE takes no responsibility for the contents of this Applicable Pricing Supplement, the Master Programme Memorandum, the Applicable Issuer Supplement, the Applicable Transaction Supplement or the annual financial statements of the Issuer, and any amendments or supplements to the aforesaid documents. The CTSE makes no representation as to the accuracy or completeness of this Applicable Pricing Supplement, the Master Programme Memorandum, the Applicable Issuer Supplement, the Applicable Transaction

Supplement or the annual financial statements of the Issuer and any amendments or supplements to the aforesaid documents and the CTSE expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforesaid documents. The CTSE's approval of the registration of the Master Programme Memorandum and the listing of the Notes referred to in this Applicable Pricing Supplement on the Interest Rate Market of the CTSE is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and that to the extent permitted by law, the CTSE will not be liable for any claim whatsoever.

The Issuer certifies that the Principal Amount of the Notes to be issued and described in this Applicable Pricing Supplement together with the aggregate Outstanding Principal Amount of all other Notes in issue under the Issuer Programme at the Issue Date will not exceed the Issuer Programme Amount as specified in item 44 below.

DESCRIPTION OF THE NOTES

1	Issuer	Pallidus Credit Connect (RF) Limited
2	Security SPV	Pallidus Credit Connect Security SPV (RF) Proprietary Limited
3	Status and Class of the Notes	Senior Secured Class A Notes
4	Tranche number	1
5	Series number	1
6	Security	Yes, see the section of the Applicable Transaction Supplement entitled " <i>Security Arrangements</i> "
7	Limited Recourse	Yes, in terms of Condition 11.2
8	Aggregate Principal Amount of this Tranche	ZAR86,000,000
9	Issue Date	17 March 2023
10	Minimum Denomination per Note	ZAR1,000,000
11	Issue Price	100%
12	Applicable Business Day Convention	Following Business Day
13	Interest Commencement Date	17 March 2023
14	Final Redemption Date	17 March 2026

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15	Use of Proceeds	The net proceeds of the issue of this Tranche will be used to advance a Loan to the Borrower under the Facility Agreement. The proceeds of the Loan will be utilised by the Borrower for the purposes set out in the Facility Agreement.
16	Hedge Counterparty	N/A
17	Safe Custody Agent	FirstRand Bank Limited (acting through RMB Custody and Trustees Services)
18	Registered Office of the Safe Custody Agent	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandown, Sandton, Gauteng, 2196
19	Calculation Agent	Pallidus Capital Proprietary Limited
20	Registered Office of the Calculation Agent	Die Groenhuis, 38 Garsfontein Road, Waterkloof, Gauteng, 0145.
21	Transfer Agent	Cape Town Stock Exchange Registry Proprietary Limited
22	Registered Office of the Transfer Agent	The Woodstock Exchange Building, 5 th Floor, Block B, 66-68 Albert Road, Woodstock, 7925

FLOATING RATE NOTES

23	Interest Payment Dates	The last day of every calendar month in each year and the Final Redemption Date, or if such day is not a Business Day, the Business Day on which the interest will be paid as determined in accordance with the applicable Business Day Convention.
24	Interest Period	each period of one month from (and including) the first calendar day of such month to (but including) the last day of such calendar month, provided that - (a) the first Interest Period shall commence on (and shall include) the Interest Commencement Date and shall end on (and shall include) the last day of the calendar month in which the Interest Commencement Date falls; and (b) the last Interest Period shall end on (but exclude) the Final Redemption Date, notwithstanding that such period

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may not be a complete one month period).

25	Manner in which the Interest Rate is to be determined	Screen Rate Determination
26	Margin/Spread for the Interest Rate	800 (eight hundred) basis points to be added to the Reference Rate
27	If ISDA Determination	
	(a) Floating Rate Option	N/A
	(b) Designated Maturity	N/A
	(c) Reset Date(s)	N/A
28	If Screen Determination	
	(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	3 month JIBAR
	(b) Rate Determination Date(s)	The first day of each fourth consecutive Interest Period
	(c) Relevant Screen page and Reference Code	ZAR-JIBAR-SAFEX
29	If Interest Rate to be calculated otherwise than by reference to the previous two sub-clauses above, insert basis for determining Interest Rate/Margin/Fall back provisions	N/A
30	If different from the Calculation Agent, agent responsible for calculating amount of interest	N/A
31	Any other terms relating to the particular method of calculating interest	Actual/365 (in accordance with Condition 5.2.3)

PROVISIONS REGARDING REDEMPTION

32	Optional Redemption by the Issuer	Yes, in accordance with Condition 6.4
	(a) Optional Redemption Date(s)	Any Interest Payment Date
	(b) Optional Redemption Amount	Outstanding Principal Amount together with all accrued but unpaid interest

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- (c) Minimum period of notice 15 Business Days
- 33 Mandatory Redemption by the Issuer
- (a) If, for whatever reason (including but not limited to the occurrence of an event of default under the Facility Agreement (as set out in Annexure A hereto) or the occurrence of any mandatory prepayment event (howsoever described in the Facility Agreement), the Loan funded by the issuance of this Tranche of Notes and all accrued and unpaid interest in respect of that Loan becomes due and payable by the Borrower to the Issuer in terms of the Facility Agreement (a "**Loan Default Trigger Event**"), the Issuer shall notify the Noteholders thereof through CTSE News Service and the Outstanding Principal Amount and all accrued interest will become immediately due and payable and the Issuer shall, on the next Interest Payment Date (which date shall not be earlier than five Business Days after the occurrence of the Loan Default Trigger Event), redeem the Notes at their Outstanding Principal Amount together with all accrued but unpaid interest, provided that the Issuer has received the capital amount of the Loan and all accrued interest from the Borrower.
- (b) If the Borrower repays or early prepays any portion of the Loan in accordance with the terms of the Facility Agreement ("**Repayment Amount**") funded by the issuance of this Tranche of Notes ("**Loan Repayment Trigger Event**"), the Issuer shall notify the Noteholders thereof through CTSE News Service and a portion of the Outstanding Principal Amount equal to the Repayment Amount (and all accrued but unpaid interest on the Repayment Amount) will become immediately due and payable and the Issuer shall, on the next Interest Payment Date (which date shall not be earlier than five Business Days after the occurrence of the Loan Repayment Trigger Event), redeem such portion of the Notes equal to the Repayment Amount together with all accrued but unpaid interest, provided

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that the Issuer has received the Repayment Amount and all accrued interest from the Borrower.

GENERAL

34	Additional selling restrictions	N/A
35	International Securities Identification Number (ISIN)	ZAG400000320
36	Stock Code	4P0101
37	Financial Exchange	CTSE
38	Dealer	Pallidus Capital Proprietary Limited
39	Method of distribution	Private Placement
40	Rating assigned to this Tranche of Notes (if any)	N/A
41	Rating Agency	N/A
42	Governing Law	South Africa
43	Last Day to Register	By 17h00 on the 25 th calendar day of each month or, if such a day is not a Business Day, the Business Day immediately preceding each Books Closed Period
44	Books Closed Period	The Register will be closed from the 26 th calendar day of each month to (but excluding) each Interest Payment Date until the Final Redemption Date
45	Issuer Programme Amount	ZAR25,000,000,000
46	Aggregate Outstanding Principal Amount of Notes in issue on the issue Date	ZAR nil, excluding this Tranche of Notes and any other Tranche(s) of Notes to be issued on the Issue Date
47	Other provisions	(a) Whenever the consent, approval, waiver or election of the Issuer (as lender under the Facility Agreement) is required for whatever reason, the Issuer shall not be permitted to provide its consent, approval, or waiver or to exercise such election unless the prior approval of the Noteholders has been

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obtained by notice to the Noteholders in accordance with Condition 16.

- (b) The Issuer (as lender under the Facility Agreement) shall not agree to any amendment, cancellation or novation of the Facility Agreement or take any action or enforce any of its rights under the Facility Agreement unless the prior approval of the Noteholders has been obtained by notice to the Noteholders in accordance with Condition 16.
- (c) The Issuer (as lender under the Facility Agreement) shall notify Noteholders, in accordance with Condition 16, should it become aware of the occurrence of any event of default under the Facility Agreement (as set out in Annexure A hereto).
- (d) Whenever the consent or approval of the Security SPV under any of the Transaction Documents is required and such consent or approval relates to any of the rights of the Noteholders, such consent or approval shall not be given unless the prior approval of the Noteholders has been obtained by notice to the Noteholders in accordance with Condition 16.

48 Material Change Statement

There has been no material change in the financial or trading position of the Issuer since its date of incorporation being 3 May 2022

49 Compliance Statement

The Issuer is in compliance with the provisions of the Companies Act and is acting in conformity with its memorandum of incorporation

50 Legal and Arbitration Proceedings

The Issuer is not aware of any legal or arbitration proceedings, including proceedings that are pending or threatened that may have or have had, in the previous 12 months, a material effect on the Issuer's financial position

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51 Commercial Paper Regulations Applicable - See items 54 to 63 below

52 General information in relation to the underlying asset

(a) general description of the asset The Issuer (as lender) and EPCM Consultants SA (the "**Borrower**") entered into a term loan facility agreement in terms of which the Issuer has agreed to advance one or more loans to the Borrower. The obligations of the Borrower to the Issuer are guaranteed and secured as described in the Applicable Transaction Supplement dated 13 March 2023

(b) legal jurisdiction where asset is located South Africa

(c) eligibility criteria N/A

(d) number and value of assets 1

(e) rights of recourse against the Borrower **Please see Annexure A, which contains the relevant extracts from the Facility Agreement**

(f) rights to substitute the assets and the qualifying criteria N/A

(g) the treatment of early amortisation or prepayment of the asset See items 32(a) and (b)

(h) description of the sale/transfer of the asset or right of recourse to the originator See item (e) above

(i) how often payments are collected in respect of the asset Interest is payable monthly in arrears

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|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (j) fees payable by the Issuer | See the Priority of Payments as described in the Applicable Transaction Supplement dated 13 March 2023 |
| (k) order of priority of payments by the Issuer | See Priority of Payments as described in the Applicable Transaction Supplement dated 13 March 2023 |
| (l) details of any other arrangements upon which payment of interest and principal to Noteholders are dependent | N/A |
| (m) details of where potential material liquidity shortfalls may occur and mitigating factors | Payments to creditors of the Issuer will be made in accordance with the Priority of Payments as described in the Applicable Transaction Supplement dated 13 March 2023 |
| (n) information regarding the accumulation of surpluses in the Issuer and criteria for investment of any liquidity surpluses | Surplus funds may, from time to time, be invested in Permitted Investments by the Administrator |

DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS

At the date of this Applicable Pricing Supplement -

53 Paragraph 3(5)(a)

The ultimate borrower is the Issuer.

54 Paragraph 3(5)(b)

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

55 Paragraph 3(5)(c)

The auditor of the Issuer is PKF.

56 Paragraph 3(5)(d)

As at the date of this issue:

56.1 the Issuer has ZAR nil aggregate Outstanding Principal Amount of Notes in issue on the Issue Date of this Tranche (excluding Notes issued under this Applicable Pricing Supplement); and

56.2 it is anticipated that the Issuer will issue ZAR250,000,000 Notes during its current financial year (including Notes issued under this Applicable Pricing Supplement).

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57 Paragraph 3(5)(e)

Prospective investors in the Notes are to consider this Applicable Pricing Supplement, the Applicable Transaction Supplement, the Applicable Issuer Supplement and the Master Programme Memorandum and the documentation incorporated therein by reference in order to ascertain the nature of the financial and commercial risks of an investment in the Notes. In addition, prospective investors in the Notes are to consider the latest audited financial statements of the Issuer which are incorporated into the Applicable Transaction Supplement by reference and which may be requested from the Issuer.

58 Paragraph 3(5)(f)

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

59 Paragraph 3(5)(g)

The Notes issued will be listed.

60 Paragraph 3(5)(h)

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

61 Paragraph 3(5)(i)

The Notes are secured.

62 Paragraph 3(5)(j)

PKF, the auditor of the Issuer, has confirmed that nothing has come to its attention to indicate that this issue of Notes issued under the Programme will not comply in all respects with the relevant provisions of the Commercial Paper Regulations.

The Transaction Documents are available for inspection by Noteholders, during normal office hours, at the Registered Office of the Issuer.

Investor reports and the Security SPV Guarantee will be made available at www.pallidus.co.za.

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Application is hereby made to list this Tranche of Notes, as from 17 March 2023, pursuant to the **Pallidus Credit Connect (RF) Limited** Note Programme.

PALLIDUS CREDIT CONNECT (RF) LIMITED

By: _____
Director, duly authorised

By: _____
Director, duly authorised

Date: _____

Date: _____

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ANNEXURE A– EXTRACTS FROM FACILITY AGREEMENT

20 EVENTS OF DEFAULT

Each of the events or circumstances set out in this 20 will constitute an Event of Default.

20.1 Non-payment

20.1.1 An Obligor does not pay on the due date any amount of interest, fees, expenses and/or costs due and payable by it under a Finance Document, at the place and in the currency in which it is expressed to be payable.

20.1.2 The Borrower does not repay the Capital Outstanding on the Final Repayment Date, or does not, on a Repayment Date other than the Final Repayment Date, repay the portion of the Capital Outstanding required to be repaid on such Repayment Date.

20.2 Other obligations

20.2.1 An Obligor fails to comply, timeously and in full, with any provision of any Finance Document other than those referred to in 20.1;

20.2.2 No Event of Default under 20.1.2 will occur if the failure is capable of remedy and is remedied within 21 Business Days of the earlier of (i) the Facility Agent giving notice to comply to the Obligor; or (ii) the Obligor becoming aware of the failure to comply.

20.3 Breach of Financial Covenant

Any Financial Covenant is breached and is not remedied to the satisfaction of the Lender (in its sole and absolute discretion) within a period of five Business Days.

20.4 Cross default

20.4.1 Any Financial Indebtedness of an Obligor is not paid when due nor within any originally applicable grace period.

20.4.2 Any Financial Indebtedness of an Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

20.4.3 Any commitment for any Financial Indebtedness of an Obligor is cancelled or suspended by a creditor of such Obligor, as a result of an event of default (however described).

20.4.4 Any creditor of an Obligor becomes entitled to declare any Financial Indebtedness of such Obligor, due and payable prior to its specified maturity as a result of an event of default (however described).

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20.5 **Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor in any Finance Document to which it is a party or any other document delivered by or on behalf of an Obligor, under or in connection with such Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

20.6 **Material adverse change**

Any event or circumstance occurs which the Lender reasonably believes has or is reasonably likely to constitute or result in, directly or indirectly, a Material Adverse Change.

20.7 **Cessation of business**

An Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

20.8 **Sanctions**

A breach of clause 11.3.1 or clause 17.12 has occurred.

20.9 **Audit qualification**

The auditors of the Borrower or an Obligor qualify materially the audited annual financial statements of the Borrower or such Obligor.

20.10 **Financial irregularity**

An irregularity occurs in connection with the financial statements of an Obligor delivered in accordance with 18.1.

20.11 **Contravention of Applicable Laws**

An Obligor contravenes any Applicable Law, including but not limited to the Companies Act or any Tax law.

20.12 **Insolvency**

20.12.1 The Borrower or an Obligor is or is deemed by any authority or under any law to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its indebtedness or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

20.12.2 The Borrower or an Obligor is or is deemed to be "financially distressed" (as defined in the Companies Act).

20.12.3 A moratorium is declared in respect of any indebtedness of the Borrower or an Obligor.

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20.13 **Insolvency and business rescue proceedings**

20.13.1 Any corporate action, legal proceedings or other procedure or step is taken in relation to -

20.13.1.1 the suspension of payments, a moratorium of any indebtedness, liquidation, winding-up, business rescue or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower or an Obligor;

20.13.1.2 a composition, compromise, assignment or arrangement with any creditor of the Borrower or an Obligor;

20.13.1.3 the appointment of a liquidator, business rescue practitioner or other similar officer in respect of the Borrower or an Obligor or any of their respective assets; or

20.13.1.4 enforcement of any Security over any assets of the Borrower or an Obligor.

20.13.2 An order is granted to authorise the entry into or implementation of any business rescue proceedings in respect of the Borrower or an Obligor.

20.14 **Unlawfulness**

20.14.1 It is or becomes unlawful for the Borrower or an Obligor to perform any of its obligations under the Finance Documents to which it is a party.

20.14.2 Any obligation of the Borrower or an Obligor under the Finance Documents to which it is a party is not or ceases to be legal, valid, binding or enforceable.

20.14.3 Any Finance Document ceases to be in full force and effect or is alleged by the Borrower or an Obligor not to be in full force and effect for any reason.

20.15 **Repudiation**

Any party to a Finance Document repudiates that Finance Document.

20.16 **Security**

20.16.1 At any time, any of the Security created or evidenced by any Security Document is or becomes unlawful or is not, or ceases to be, first ranking or ceases to be, legal, valid, binding and enforceable or otherwise ceases to be effective.

20.16.2 The Borrower and/or any Obligor does not comply with any provision of any Security Document to which it is a party and such failure to comply is not remedied within 10 Business Days from the earlier of (i) the date that the Borrower or Obligor becomes aware of such breach or (ii) the date of receipt of a notice from the Facility Agent requesting compliance by the Borrower or such Obligor.

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20.17 **Litigation**

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced against an Obligor or any of its respective assets (other than in the ordinary course of business) which may or is likely to prejudice such Obligor's ability to comply with its obligations under any Finance Documents to which it is a party.

20.18 **Judgment**

An Obligor has any Judgment in excess of ZAR200,000 awarded against it unless such Obligor -

- 20.18.1 satisfies such Judgment in full within 10 Business Days of the date of such Judgment;
- 20.18.2 if such Judgment is appealable, appeals against such Judgment within the prescribed time limits and diligently prosecutes such appeal thereafter and succeeds in such appeal;
- 20.18.3 if such Judgment is a default judgment, applies for the rescission thereof within the prescribed time limits and diligently prosecutes such application; or
- 20.18.4 if such Judgment is reviewable, initiates proceedings for the review thereof within the prescribed time limits and diligently prosecutes such proceedings thereafter and succeeds in such proceedings (and having so succeeded does not satisfy the Judgment in question; provided that the entity in question does not, as a result of not having satisfied such Judgment, breach any of the provisions of this Agreement),

provided that any period afforded to the Borrower or an Obligor to act (or procure that the Borrower or an Obligor acts) in accordance with the paragraphs above, shall immediately terminate upon the occurrence of any other Event of Default.

20.19 **Material Adverse Change**

An event or circumstance which the Lender believes has or is reasonably likely to cause a Material Adverse Change.

20.20 **Expropriation**

- 20.20.1 The authority or ability of an Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental or regulatory authority (other than any restriction or curtailment which is applicable generally to businesses in South Africa).
- 20.20.2 As a result of action by the authority of any governmental or regulatory authority -
 - 20.20.2.1 the management of an Obligor is wholly or substantially replaced; or

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20.20.2.2 the whole or any material part of an Obligor's assets or revenues (as determined by the Lender at its sole and absolute discretion) is seized, expropriated or compulsorily acquired.

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