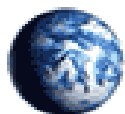

APPLICABLE PRICING SUPPLEMENT



Barloworld
Leading brands

BARLOWORLD LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 1918/000095/06)

Issue of ZAR415,000,000 Senior Unsecured Floating Rate Notes due 22 August 2025 Under its ZAR15,000,000,000 Domestic Medium Term Note Programme

This Applicable Pricing Supplement must be read in conjunction with the amended and restated Programme Memorandum, dated 21 December 2020, prepared by Barloworld Limited in connection with the Barloworld Limited ZAR15,000,000,000 Domestic Medium Term Note Programme, as amended and/or supplemented from time to time (the **Programme Memorandum**).

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

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

PARTIES

1. Issuer	Barloworld Limited
2. Dealer	Rand Merchant Bank, a division of FirstRand Bank Limited
Specified Office	1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196
3. Managers	N/A
Specified Office	N/A
4. Debt Sponsor	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
Specified Office	135 Rivonia Road, Nedbank 135 Rivonia Campus, Fourth Floor, Block F, Sandton, 2196
5. Paying Agent	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
Specified Office	3 Simmonds Street, Johannesburg, 2001
6. Calculation Agent	The Issuer
Specified Office	Barloworld Corporate Office 61 Katherine Street, Sandton, 2146

7.	Transfer Agent Specified Office	The Issuer Barloworld Corporate Office 61 Katherine Street, Sandton, 2146
8.	Settlement Agent Specified Office	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division 3 Simmonds Street, Johannesburg, 2001
9.	Issuer Agent Specified Office	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division 3 Simmonds Street, Johannesburg, 2001

PROVISIONS RELATING TO THE NOTES

10.	Status of Notes	Senior Unsecured
11.	Form of Notes	The Notes in this Tranche are listed Notes, issued in uncertificated form and held by the CSD
12.	Series Number	39
13.	Tranche Number	1
14.	Aggregate Nominal Amount:	
	(a) Series	ZAR415,000,000
	(b) Tranche	ZAR415,000,000
15.	Interest	Interest bearing
16.	Interest Payment Basis	Floating Rate
17.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	N/A
18.	Issue Date	22 August 2022
19.	Nominal Amount per Note	ZAR1,000,000
20.	Specified Denomination	ZAR1,000,000
21.	Specified Currency	ZAR
22.	Issue Price	100%
23.	Interest Commencement Date	22 August 2022
24.	Maturity Date	22 August 2025
25.	Applicable Business Day Convention	Following Business Day
26.	Final Redemption Amount	100% of Nominal Amount
27.	Last Day to Register	By 17h00 on 11 November, 11 February, 11 May and 11 August, or if such day is not a Business Day, the Business Day before each Books Closed Period, in each year until the Maturity Date
28.	Books Closed Period(s)	The Register will be closed from 12 November to 21 November, 12 February to 21 February, 12 May to 21

	May and from 12 August to 21 August (all dates inclusive) in each year until the Maturity Date
29. Default Rate	Margin plus 2%
FIXED RATE NOTES	N/A
FLOATING RATE NOTES	
30. (a) Floating Interest Payment Date(s)	22 November, 22 February, 22 May and 22 August in each year until the Maturity Date, or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention (as specified in this Applicable Pricing Supplement) with the first Floating Interest Payment Date being 22 November 2022, or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention (as specified in this Applicable Pricing Supplement)
(b) Interest Period(s)	From and including the applicable Floating Interest Payment Date and ending on but excluding the following Floating Interest Payment Date, with the first Interest Period commencing on and including the Interest Commencement Date and ending on but excluding the next Floating Interest Payment Date (each Floating Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention)
I Definition of Business Day (if different from that set out in Condition 1 (Interpretation))	N/A
(d) Minimum Rate of Interest	N/A
(e) Maximum Rate of Interest	N/A
(f) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision/Base CPI)	Day Count Fraction is Actual/365
31. Rate of Interest and manner in which the Rate of Interest is to be determined	Screen Rate Determination (Reference Rate plus Margin)
32. Margin	Subject to paragraph 4 of Appendix 1, 142 basis points to be added to the relevant Reference Rate
33. If ISDA Determination	
(a) Floating Rate	N/A

(b) Floating Rate Option	N/A
(c) Designated Maturity	N/A
(d) Reset Date(s)	N/A
(e) ISDA Definitions to apply	N/A
34. If Screen Rate Determination:	
(a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	3 Month ZAR-JIBAR
(b) Interest Rate Determination Date(s)	22 November, 22 February, 22 May and 22 August in each year until the Maturity Date with the first Interest Rate Determination Date being 17 August 2022.
(c) Relevant Screen Page and Reference Code	Reuters page 0#SFXMM or any successor page
35. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	N/A
36. Calculation Agent responsible for calculating amount of principal and interest	The Issuer
ZERO COUPON NOTES	N/A
PARTLY PAID NOTES	N/A
INSTALMENT NOTES	N/A
MIXED RATE NOTES	N/A
INDEX-LINKED NOTES	N/A
DUAL CURRENCY NOTES	N/A
EXCHANGEABLE NOTES	N/A
OTHER NOTES	N/A
PROVISIONS REGARDING REDEMPTION/MATURITY	
37. Redemption at the option of the Issuer:	No
38. Redemption at the option of the Senior Noteholders:	No
39. Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition 10.5 (<i>Redemption in the event of a Change of Control</i>) or any other terms applicable to a Change of Control.	Yes
40. Redemption in the event of a failure to maintain JSE Listing and Rating at the election of the Noteholders pursuant to Condition 10.6 (<i>Redemption in the event of a failure to maintain JSE Listing and Rating</i>).	Yes
41. Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to	N/A

Condition 10.2 (*Redemption for Tax Reasons*), on Event of Default pursuant to Condition 17 (*Events of Default*), on a Change of Control pursuant to Condition 10.5 (*Redemption in the event of a Change of Control*), in relation to a failure to maintain a JSE Listing and Rating pursuant to Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing and Rating*) (if different from that set out in the relevant Conditions).

GENERAL

42. Financial Exchange	Interest Rate Market of the JSE
43. Additional selling restrictions	N/A
44. ISIN No.	ZAG000189168
45. Bond Code	BAWGL1
46. Stabilising manager	N/A
47. Provisions relating to stabilisation	N/A
48. Method of distribution	Dutch Auction
49. Rating assigned to the Issuer and the Notes	"Aa2.za" long term rating as at 12 April 2022
50. Applicable Rating Agency	Moody's Investors Service South Africa (Pty) Ltd
51. Governing law (if the laws of South Africa are not applicable)	N/A
52. Total nominal value of Notes in issue as at the Issue Date	N/A
53. Other provisions	See Appendix 1 headed " <i>Additional Terms and Conditions relating to the BAWGL1 Notes – Gender-Linked Bonds</i> ".
54. Independent External Reviewer	IBIS Environmental Social Governance Consulting Africa Proprietary Limited
(a) Contact Details	1st Floor, Acacia House The Avenues Office Park, 45 Homestead Rd, Rivonia, Johannesburg, 2191 Tel: +27 10 020 7343 Email: petrus.gildenhuys@ibisconsulting.com Attention: Director - IBIS ESG Consulting Africa Proprietary Limited

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

55. Paragraph 3(5)(a)

The “*ultimate borrower*” (as defined in the Commercial Paper Regulations) is the Issuer.

56. 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.

57. Paragraph 3(5)(c)

The auditor of the Issuer is Ernst & Young Inc.

58. Paragraph 3(5)(d)

As at the date of this issue

- (i) the Issuer has issued ZAR4,496,000,000 (exclusive of this issue of Notes and the issue of Notes under Bond Code BAWGL2); and
- (ii) the Issuer estimates that it will not issue additional Notes (exclusive of this issue of Notes and the issue of Notes under Bond Code BAWGL2) during the Issuer’s current financial year, ending 30 September 2022.

59. Paragraph 3(5)(e)

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

60. Paragraph 3(5)(f)

The Issuer refers Noteholders to the SENS announcements which were published on 23 May 2022 which provide Barloworld’s interim results as at 31 March 2022.

The Issuer continues to consider the impact of material events, including COVID-19, on the Issuer’s financial position and is engaging with its funders to ensure that facilities remain in place. As at the date of this Applicable Pricing Supplement, based on the Issuer’s current assessment, there has been no material adverse change in the Issuer’s financial position since the date of its last audited financial statements.

61. Paragraph 3(5)(g)

The Notes issued will be listed.

62. 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.

63. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are unsecured.

64. Paragraph 3(5)(j)

Ernst & Young Inc., the statutory auditor of the Issuer, have confirmed that nothing has come to their attention which indicates that this issue of Notes issued under the Programme does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

Responsibility:

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

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

Programme Amount:

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR15,000,000,000 has not been exceeded.

Material Change:

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

Application is hereby made to list this issue of Notes on 22 August 2022.

SIGNED at Sandton on this 18 day of August 2022.

For and on behalf of
BARLOWORLD LIMITED



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



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

ADDITIONAL TERMS AND CONDITIONS RELATING TO THE BAWGL1 NOTES – GENDER-LINKED BONDS

The following are the additional terms and conditions (the **Additional Terms and Conditions**) which shall apply to the BAWGL1 Notes (the **BAWGL1 Notes**) and will be incorporated by reference into the BAWGL1 Notes, except that all references in the Programme Memorandum to the Notes shall be deemed to be references to the BAWGL1 Notes. The BAWGL1 Notes incorporates forward-looking ESG outcomes pursuant to the sustainability-linked standards.

1. Interpretation

Capitalised terms not defined in these Additional Terms and Conditions shall have the meanings ascribed to them in the section of the Programme Memorandum headed “*Terms and Conditions of the Notes*” and/or the Gender-Linked Bond Framework (defined below).

- 1.1 **Baseline** means the baseline specified in the Gender Performance Table below;
- 1.2 **Gender-Linked Bond Framework** means the gender-linked bond framework developed and adopted by the Issuer in August 2022, as amended or replaced from time to time;
- 1.3 **Gender Performance Table** means the table in paragraph **Error! Reference source not found.** (*Gender Performance Table*) below outlining the relevant GPTL to be achieved by the Issuer within the relevant Target Observation Periods;
- 1.4 **GPTL** means the gender performance target level to be achieved in respect of the KPIs on the date set out in the Gender Performance Table below;
- 1.5 **GPTL 1** means, in respect of the Target Observation Period 1, the GPTL (expressed as a percentage) set out in the Gender Performance Table below under the heading “*GPTL 1*”;
- 1.6 **GPTL 2** means, in respect of the Target Observation Period 2, the GPTL expressed as a percentage) set out in the Gender Performance Table below under the heading “*GPTL 2*”;
- 1.7 **Initial Margin** means the Margin specified in item 32 (*Margin*) of this Applicable Pricing Supplement;
- 1.8 **KPI** means key performance indicator and **KPIs** shall have the corresponding meaning;
- 1.9 **KPI Auditors** means a suitably qualified firm of independent auditors or consultants licensed to practice in South Africa;

- 1.10 **KPIs** means the:
- 1.10.1 KPI 1; and
- 1.10.2 KPI 2,
- each as verified by the Issuer in the Sustainability Certificate;
- 1.11 **KPI 1** means the gender diversity in leadership to be achieved in relation to permanent employees and / or non-executive board members at Barloworld's South African Continuing Operations and Barloworld Limited Board which has been more fully described in section 4.1 of the Gender-Linked Bond Framework;
- 1.12 **KPI 2** means Discretionary Spend procurement from black women-owned suppliers as a percentage of total measured procurement spend which has been more fully described in section 4.1 of the Gender-Linked Bond Framework;
- 1.13 **Limited Assurance Report** means a report from the KPI Auditors, which includes, amongst other things:
- 1.13.1 the value achieved in relation to each GPTL associated with its corresponding KPI (the **Realised Value**);
- 1.13.2 an indication that each Realised Value and the Baseline for the KPIs have been correctly calculated;
- 1.13.3 detail (of reasonable substance) of the manner in, and basis upon, which the Realised Value and the Baseline for the KPIs was calculated;
- 1.14 **Margin Adjustment Date** means the first day of the Interest Period following the delivery of the Sustainability Certificate, being the date on which the Step-Down Margin or the Step-Up Margin, as the case may be, will become effective in respect of the BAWGL1 Notes, subject to the occurrence of the Margin Adjustment Event;
- 1.15 **Margin Adjustment Event** means the notification by the Issuer through the Sustainability Certificate and supported by the Limited Assurance Report as to whether the Issuer has or has not, as the case may be, achieved the relevant GPTL associated with its corresponding KPI within the applicable Target Observation Period;
- 1.16 **Margin Adjustment Notification Date** means:
- 1.16.1 31 January 2024 in respect of GPTL 1 (the **Margin Adjustment Notification Date 1**); and
- 1.16.2 31 January 2025 in respect of GPTL 2 (the **Margin Adjustment Notification Date 2**);

- 1.17 **Margin Adjustment Table** means, in relation to each GPTL associated with its corresponding KPI, the margin adjustment value set out in the Margin Adjustment Table in paragraph 3 (*Margin Adjustment Table*) below;
- 1.18 **Step-Down Margin** means the margin adjustment specified in the Margin Adjustment Table, as may be applied in accordance with paragraph 4 (*Sustainability Margin Adjustments*) below;
- 1.19 **Step-Up Margin** means the margin adjustment specified in the Margin Adjustment Table, as may be applied in accordance with paragraph 4 (*Sustainability Margin Adjustments*) below;
- 1.20 **Sustainability Certificate** means a certificate signed in the form set out in Schedule 1 attached hereto by the Issuer that certifies whether or not the Issuer has achieved the relevant GPTL associated with its corresponding KPI by no later than the Sustainability Certificate Deadline Date; and
- 1.21 **Sustainability Certificate Deadline Date** means:
- 1.21.1 20 January 2024 in respect of GPTL 1 (the **Sustainability Certificate Deadline Date 1**);
- 1.21.2 20 January 2025 in respect of GPTL 2 (the **Sustainability Certificate Deadline Date 2**);
- 1.22 **Sustainability Coordinator** means Rand Merchant Bank, a division of FirstRand Bank Limited;
- 1.23 **Target Observation Period** means:
- 1.23.1 the financial year ending 30 September 2023 (the **Target Observation Period 1**); and
- 1.23.2 the financial year ending 30 September 2024 (the **Target Observation Period 2**).

2. **Gender Performance Table**

KPIs	Unit of measurement	Baseline (as at 30 September 2021)	GPTL	
			GPTL 1 (To be achieved on or by 30 September 2023)	GPTL 2 (To be achieved on or by 30 September 2024)
KPI 1	Percentage (%)	44.9%	47.5% (2.6% improvement from Baseline)	48.7% (3.8% improvement from Baseline)
KPI 2	Percentage (%)	13.8%	14.4% (0.6% improvement from Baseline)	14.7% (0.9% improvement from Baseline)

3. **Margin Adjustment Table**

KPIs	Price Adjustment Mechanism			
	Step-up Margin		Step-down Margin	
	GPTL 1	GPTL 2	GPTL 1	GPTL 2
KPI 1	+ 1 bps	+ 2 bps	- 2 bps	- 4 bps
KPI 2	+ 0.5 bps	+ 1 bps	- 1 bps	- 2 bps

4. Sustainability Margin Adjustments

KPI 1 Adjustments

- 4.1 For any Interest Period commencing after the Margin Adjustment Notification Date following the occurrence of a Margin Adjustment Event (as notified by the Issuer in the Sustainability Certificate) in relation to KPI 1, the Initial Margin (subject to any adjustment pursuant to paragraph 4.2 below) shall, on the Margin Adjustment Date:
- 4.1.1 be decreased by the applicable Step-Down Margin if the Realised Value equals or exceeds the applicable GPTL; or
- 4.1.2 be increased by the applicable Step-Up Margin if (a) the Realised Value falls below the Baseline or (b) the Issuer fails to deliver the Sustainability Certificate and the Limited Assurance Report; or
- 4.1.3 remain the same if the Realised Value equals or exceeds the Baseline but falls below the applicable GPTL.

KPI 2 Adjustments

- 4.2 For any Interest Period commencing after the Margin Adjustment Notification Date following the occurrence of a Margin Adjustment Event (as notified by the Issuer in the Sustainability Certificate), in relation to KPI 2, the Initial Margin (subject to the adjustment pursuant to paragraph 4.1 above) shall, on the Margin Adjustment Date:
- 4.2.1 be decreased by the applicable Step-Down Margin if the Realised Value equals or exceeds the applicable GPTL; or
- 4.2.2 be increased by the applicable Step-Up Margin if (a) the Realised Value falls below the Baseline or (b) the Issuer fails to deliver the Sustainability Certificate and the Limited Assurance Report; or
- 4.2.3 remain the same if the Realised Value equals or exceeds the Baseline but falls below the applicable GPTL.
- 4.3 The Issuer will on the occurrence of a Margin Adjustment Event notify the Dealer, Sustainability Coordinator, Debt Sponsor and Noteholders, in accordance with Condition 19 (*Notices*) and the Applicable Procedures, as soon as reasonably practicable after such occurrence or satisfaction (as applicable) and, in any event, by no later than the relevant Sustainability Certificate Deadline Date. Such notice shall be irrevocable and shall:
- 4.3.1 specify (a) the applicable Step-Up Margin, (b) the applicable Step-Down Margin or (c) if the initial Margin will remain unchanged, as the case may be, and the applicable Margin Adjustment Date;

- 4.3.2 be signed by two directors or authorised officers of the Issuer; and
- 4.3.3 be accompanied by a Sustainability Certificate and Limited Assurance Report.
- 4.4 Neither the Dealer, the Sustainability Coordinator nor the Noteholders shall be obliged to monitor or inquire as to whether a Margin Adjustment Event has occurred and the Dealer and the Sustainability Coordinator shall be entitled to rely absolutely on any notice given to them by the Issuer without further enquiry or liability.

SUSTAINABILITY CERTIFICATE

From: **BARLOWORLD LIMITED** (the Issuer)

To: [Noteholders]

CC: Debt Sponsor and Sustainability Coordinator

[insert date]

Dear Sirs,

1. We refer to the BAWGL1 Notes. This is a Sustainability Certificate as contemplated in the applicable pricing supplement dated [•] August 2022 (the **BAWGL1 APS**). Terms and expressions defined in the BAWGL1 APS shall, unless otherwise defined in this Sustainability Certificate, have the same meanings in this Sustainability Certificate, unless inconsistent with the context.
2. We confirm that as at **[insert relevant testing date]** the performance in relation to the applicable GPTL for the corresponding KPI is as follows:

KPI	Unit of Measurement	Baseline	GPTL [1]/[2]	Realised Value	GPTL Achieved, Not Achieved but above Baseline or Not Achieved and below Baseline	Applicable Margin Adjustment
KPI 1	Percentage (%)	44.9%				
KPI 2	Percentage (%)	13.8%				
Total Margin Adjustment						

For and on behalf of

BARLOWORLD LIMITED



Name: Nopasika Lila
Capacity: Group Financial Director
Who warrants her/his authority hereto



Name: Dominic Sewela
Capacity: Group Chief Executive Officer
Who warrants her/his authority hereto

DOCUMENTS INCORPORATED BY REFERENCE – GENDER-LINKED BONDS

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

In addition to the documents incorporated by reference into the Programme Memorandum (see section of the Programme Memorandum headed “*Documents Incorporated by Reference*”), the following documents shall apply to the BAWGL1 Notes and will be incorporated by reference into the BAWGL1 Notes, and will form part of, this Applicable Pricing Supplement:

1. the Gender-Linked Bond Framework, a copy of which is available at the following link https://www.barloworld.com/pdf/investors/debt_instruments/debt_programme/2022/barloworld-gender-linked-bond-framework-2022.pdf; and
2. the second party opinion provided by the Independent External Reviewer, a copy of which is available at the following link https://www.barloworld.com/pdf/investors/debt_instruments/debt_programme/2022/barloworld-gender-linked-bond-second-party-opinion.pdf.

