

### SASOL FINANCING LIMITED

(incorporated in South Africa under registration no. 1998/019838/06)

Issue of ZAR 1,154,000,000 SOL03 Floating Rate Notes due 6 October 2026 under its ZAR15,000,000,000 Domestic Medium Term Note Programme unconditionally and irrevocably guaranteed by

## **SASOL LIMITED**

(incorporated in South Africa under registration no. 1979/003231/06)

### SOL03

This document constitutes the Applicable Pricing Supplement relating to the issue of the Senior Notes described herein. Unless otherwise indicated, capitalised terms used but not defined in this Applicable Pricing Supplement have the meanings given to them in the programme memorandum dated 7 October 2022 in relation to the Sasol Financing Limited ZAR15,000,000,000 domestic medium term note programme (the "**Programme Memorandum**"). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. 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	Sasol Financing Limited
2.	Specified Office of the Issuer	Sasol Place, 50 Katherine Street, Sandton, 2196, South Africa
3.	Guarantor	Sasol Limited
4.	Specified Office of the Guarantor	Sasol Place, 50 Katherine Street, Sandton, 2196, South Africa
5.	Arranger	ABSA Bank Limited, acting through its Corporate and Investment Banking division

6.	If non-syndicated, Dealer(s)	ABSA Bank Limited, acting through its Corporate and Investment Banking division
7.	If syndicated, managers	N/A
8.	Debt Sponsor	Rand Merchant Bank, a division of FirstRand Bank Limited
9.	Specified Office of the Debt Sponsor	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
10.	Issuer Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
11.	Specified Office of the Issuer Agent	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
12.	Transfer Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
13.	Specified Office of the Transfer Agent	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
14.	Calculation Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
15.	Specified Office of the Calculation Agent	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
16.	Paying Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
17.	Specified Office of the Paying Agent	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
18.	Settlement Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
19.	Specified Office of the Settlement Agent	1 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
20.	Stabilising manager (if any)	N/A
21.	Specified Office of the stabilising manager	N/A

22.	Legal Advisors	ENSafrica
23.	Specified Offices of the Legal Advisors	35 Lower Long Street, Foreshore, 8000, Cape Town, South Africa
PROV	ISIONS RELATING TO THE NOTES	
24.	Status of Notes	Senior Note (see Senior Note Condition 2)
		Unsecured
25.	Listed/unlisted	Listed registered Notes
		The Notes in this Tranche are issued in uncertificated form and held by the CSD
26.	Series number	3
27.	Tranche number	1
28.	Guaranteed	The Guarantee is applicable to this Tranche of Notes
29.	Aggregate Nominal Amount of Tranche	ZAR 1,154,000,000
30.	Aggregate Nominal Amount of Series	ZAR 1,154,000,000
31.	Interest	Interest-bearing
32.	Interest payment basis	Floating Rate Notes
33.	Automatic/optional conversion from one interest/redemption/payment basis to another	N/A
34.	Issue Date	6 October 2023
35.	Business Centre	Johannesburg
36.	Additional Business Centre	N/A
37.	Nominal Amount	ZAR1,000,000 per Note
38.	Specified Denomination	ZAR1,000,000 per Note
39.	Issue Price	100%

40. 6 October 2023 Interest Commencement Date 41. **Maturity Date** 6 October 2026 **Specified Currency** ZAR 42. 43. Applicable Business Day Convention Following Business Day Convention 44. **Final Redemption Amount** The aggregate Outstanding Nominal Amount per Note plus accrued but unpaid interest, if any, to the Maturity Date 45. Books Closed Period(s) The Register will be closed from 27 December to 5 January, from 27 March to 5 April, from 26 June to 5 July and from 26 September to 5 October (all dates inclusive) in each year until the Maturity Date 46. By 17h00 on 26 December, 26 March, 25 June Last Day to Register and, 25 September, or if such day is not a Business Day, the last Business Day immediately preceding the commencement of the Books Closed Period 47. **Default Rate** the Interest Rate, plus an additional 1% per annum, unless otherwise specified **FIXED RATE NOTES** N/A **FLOATING RATE NOTES** 48. Interest Rate(s) Reference Rate plus Margin (i) Interest Payment Date(s) 6 January, 6 April, 6 July and 6 October to the (ii) Maturity Date with the first Interest Payment Date being 6 January 2024, or if any 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 (iii) Interest Period(s) Each period commencing on (and including) an Interest Payment Date and ending on (but

excluding) the following Interest Payment Date;

provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the first Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)

ZAR-JIBAR-SAFEX with a designated maturity

of three months

	(iv)	Definition of Business Day (if different from that set out in Condition 1)	N/A
	(v)	Minimum Rate of Interest	N/A
	(vi)	Maximum Rate of Interest	N/A
	(vii)	Day Count Fraction	Actual/365
	(viii)	Other terms relating to the method of calculating interest, if different from Condition 5.2 (e.g.: rounding up provision)	N/A
49.	Manner in which the Rate of Interest is to be determined		Screen Rate Determination
50.	Marg	in	142 (one hundred and forty-two) basis points
	Marg		to be added to the relevant Reference Rate
51.	-	DA Determination:	, , , , ,
51.	-		, , , , ,
51.	If ISE	0A Determination:	to be added to the relevant Reference Rate
51.	If ISE	OA Determination: Floating Rate	to be added to the relevant Reference Rate
51.	If ISE (i) (ii)	OA Determination:  Floating Rate  Floating Rate Option	to be added to the relevant Reference Rate  N/A  N/A
51.	If ISE (i) (ii) (iii)	OA Determination:  Floating Rate  Floating Rate Option  Designated Maturity	to be added to the relevant Reference Rate  N/A  N/A  N/A

(i)

Reference Rate (including relevant period

by reference to which the Rate of Interest

is to be calculated)

	(ii)	Interest Rate Determination Date(s)	6 January, 6 April, 6 July and 6 October of each year until the Maturity Date or, if such day is not a Business Day, the first Business Day of each Interest Period, with the first Interest Rate Determination Date being 3 October 2023	
	(iii)	Relevant Screen Page and reference code	SAFEY Page, Code ZA01209	
53.	by I Deter	e of Interest to be calculated otherwise than SDA Determination or Screen Rate mination, insert basis for determining Rate erest/Margin/fall-back provisions	N/A	
ZERO	COUP	ON NOTES	N/A	
PARTI	LY PAI	D NOTES	N/A	
INSTA	LMEN <sup>-</sup>	T NOTES	N/A	
MIXED RATE NOTES		NOTES	N/A	
INDEXED NOTES		OTES	N/A	
DUAL CURRENCY NOTES		ENCY NOTES	N/A	
EXCHANGEABLE NOTES		ABLE NOTES	N/A	
EXTENDIBLE NOTES		NOTES	N/A	
EQUITY-LINKED NOTES		KED NOTES	N/A	
OTHER NOTES		ES	N/A	
PROVISIONS REGARDING REDEMPTION/MATURITY				
54.	4. Redemption at the option of the Issuer:		No	
	If yes:			
	(i)	Optional Redemption Date(s)	N/A	
	(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	N/A	

	(iii)	Minimum period of notice (if different from Senior Note Condition 5.3)	N/A
	(iv)	Redeemable in part:	N/A
		If yes:	
		Minimum Redemption Amount(s)	N/A
		Higher Redemption Amount(s)	N/A
	(v)	Other terms applicable on redemption	N/A
55.		emption at the option of the Senior holders:	No
	If yes	s:	
	(i)	Optional Redemption Date(s)	N/A
	(ii)	Optional Redemption Amount(s)	N/A
	(iii)	Minimum period of notice (if different from Senior Note Condition 5.4)	N/A
	(iv)	If redeemable in part:	N/A
		Minimum Redemption Amount(s)	N/A
		Higher Redemption Amount(s)	N/A
	(v)	Other terms applicable on redemption	N/A
	(vi)	Attach pro forma Put Notice(s)	N/A
56.	Note	emption at the option of the Senior cholders upon the occurrence of an event in s of Senior Note Conditions 5.5, 5.6, 5.7, 5.8 9:	
	(i)	Early redemption in the event of a loss of the assigned Rating of the Issuer or the Guarantor	Yes

(ii) Early redemption in the event that the Yes

Notes cease to be listed on a Financial

Exchange

(iii) Early redemption in the event that the ordinary shares of the Guarantor cease to be listed on a Financial Exchange

Yes

(iv) Early redemption where a Change of Control Event occurs

Yes

(v) Early redemption in the event of the disposal of more than 50% of the Total Assets Yes

57. Early Redemption Amount(s) payable on redemption for taxation reasons, if a Change in Law occurs or on Event of Default (if required).

Yes

58. If an amount other than the Early Redemption Amount is payable on redemption for taxation reasons, if a Change in Law occurs or on Event of Default [only complete if "no" elected in item 57]:

N/A

(i) Amount payable; or

N/A

(ii) Method of calculation of amount payable

### **GENERAL**

59. Notes in issue

The aggregate Outstanding Nominal Amount of all Notes in issue under the Programme as at the Issue Date is ZAR2,066,000,000 (excluding this Tranche of Notes but including all other Notes issued on the Issue Date), which, together with the aggregate Nominal Amount of this Tranche (when issued), does not exceed the Programme Amount.

60. Financial Exchange

JSE Limited

61. Relevant sub-market of the Financial Exchange

Interest Rate Market of the JSE

62.	Additional selling restrictions	N/A
63.	ISIN	ZAG000199670
64.	Bond code	SOL03
65.	Provisions relating to stabilisation	N/A
66.	Method of distribution	Dutch auction
67.	Governing law (if the laws of South Africa are not applicable)	N/A
68.	Use of proceeds	General Corporate Purposes
69.	Pricing methodology	Standard JSE pricing methodology
70.	Other provisions	Rights of cancellation
		The Notes will be delivered to investors on the Issue Date through the settlement system of the CSD, provided that if prior to the settlement process being finalised on the Issue Date an event occurs which the Dealer(s) (in its/their sole discretion) consider (i) to be a force majeure event or (ii) may prejudice the issue, the Issuer, the Notes or the Dealer(s) (each a "Withdrawal Event"), the Issuer may to terminate this transaction.  If the Issuer decides to terminate this transaction due to the occurrence of a Withdrawal Event, the transaction shall terminate and no party shall have any claim against any other party as a result of such termination. In such event, the Notes, if listed, will be immediately delisted.
71.	Rating of Issuer	N/A
72.	Rating of Guarantor	Aaa.za

# 73. Rating Agency

Moody's Investors Service South Africa Proprietary Limited

## 74. Material change statement

The Guarantor confirms that as at the date of this Applicable Pricing Supplement, there has been no material change in the Guarantor's financial or trading position since the end of the last financial period for which audited annual financial statements of the Guarantor have been published. This statement has not been confirmed or verified by the Auditors.

## 75. Other provisions

N/A

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

# 76. Paragraph 3(5)(a)

The ultimate borrower is the Issuer.

# 77. 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.

# 78. Paragraph 3(5)(c)

The auditor of the Issuer is PricewaterhouseCoopers Inc.

# 79. Paragraph 3(5)(d)

As at the date of this issue:

- (i) the Issuer has already issued ZAR2,066,000,000 commercial paper (excluding commercial paper relating to this issuance); and
- (ii) the Issuer estimates that it may still issue ZAR2,500,000,000 of commercial paper (excluding commercial paper relating to this issuance) during the current financial year.

## 80. 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 (including by reference) and the Applicable Pricing Supplement.

# 81. Paragraph 3(5)(f)

There has been no material adverse change in the financial or trading position of the Issuer since the date of the Issuer's last audited financial statements up to the date of this Applicable Pricing Supplement. (The Issuer's audited financial statements will be available on the website of the Guarantor <a href="https://sasol.com/investor-centre/debt-investors">https://sasol.com/investor-centre/debt-investors</a> when the Issuer issues Notes.)

## 82. Paragraph 3(5)(g)

The Notes issued will be listed.

# 83. <u>Paragraph 3(5)(h)</u>

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

## 84. Paragraph 3(5)(i)

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

# 85. Paragraph 3(5)(j)

PricewaterhouseCoopers Inc., the statutory auditors of the Issuer have confirmed that nothing has come to their attention to indicate that this issue of Notes issued under the Programme will not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

## Responsibility:

Each of the Issuer and (if applicable) the Guarantor, certifies that to the best of its knowledge and belief there are no facts that have been omitted from the Programme Memorandum read together with this Applicable Pricing Supplement which would make any statement false or misleading and that all reasonable inquiries to ascertain such facts have been made as well as that the Programme Memorandum read together with this Applicable Pricing Supplement contains all information required by Applicable Law and, in relation to any Tranche of Notes listed on the Interest Rate Market of the JSE, the JSE Debt Listings Requirements. Each of the Issuer and (if applicable) the Guarantor, accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, the annual financial statements of the Issuer and Guarantor, respectively, this Applicable Pricing Supplement and the annual report of the Guarantor and any amendments or supplements to the aforementioned documents, except as otherwise stated therein or herein.

The JSE takes no responsibility for the contents of the Programme Memorandum, the annual financial statements of the Issuer and the Guarantor, this Applicable Pricing Supplement, the annual report of the Guarantor and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, the annual financial statements of the Issuer and the Guarantor, this Applicable Pricing Supplement, the annual report of the Guarantor 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 this Tranche of Notes is not to be taken in any way as an indication of the merits of the Issuer, the Guarantor (if applicable) or the Notes and, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application is hereby made to list the Notes on 6 October 2023.

Susol SIGNED at 12120 Wickchester Lage on t	his3rd day ofOctober2023
for and on behalf of SASOL FINANCING LIMIT	ED
	South len and Name: Brodley Vernon Griffith
Name:	Name: Brodley Vernon Griffith
Capacity: Director	Capacity: Director
Who warrants his/her authority hereto	Who warrants his/her authority hereto

SIGNED at <u>Sandton</u>	on this3rd day ofOctober 2023
for and on behalf of SASOL FINANCING L  Name:	Name: /VUYO DOMINIC KAHLA
Capacity: Director	Capacity: Director
Who warrants his/her authority hereto	Who warrants his/her authority hereto