
PRO FORMA OF APPLICABLE PRICING SUPPLEMENT

Set out below is the form of the Applicable Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme:



GetBucks Limited
trading as GetBucks Botswana
(“GetBucks Botswana” or the “Issuer”)
Incorporated in the Republic of Botswana on 12 March 2012
Company No. CO 2012/2454

BWP 500,000,000 DOMESTIC MEDIUM NOTE PROGRAMME

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall bear the meanings assigned to them set forth in the Terms and Conditions in the Programme Memorandum dated 23 December 2016. The Notes described in this Applicable Pricing Supplement are subject to the Terms and Conditions in the Programme Memorandum and this Applicable Pricing Supplement must be read in conjunction with such Programme Memorandum as read together with any Supplementary Programme Memorandum that may be issued. 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.

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 “Definitions”.

Prospective investors in the Notes of the Issuer as with any other listed security should ensure that they fully understand the nature of the Issuer’s operations, its valuation and the extent of their exposure to risks, and that they consider the suitability of the Issuer’s Notes as an investment in light of their own circumstances and financial position. The BSE’s approval of the listing of the Issuer’s Notes should not be taken in any way as an indication of the merits of the Issuer. The BSE has not verified the accuracy and truth of the contents of the documentation submitted to it, and the BSE accepts no liability of whatever nature for any loss, liability, damage or expense resulting directly or indirectly from the investment in the said instrument.

1. PARTIES

1.1. Issuer	GetBucks Limited
1.2. BSE Sponsoring Broker	African Alliance Botswana Securities Limited
1.3. Arranger(s)	AfrAsia Corporate Finance International Limited African Alliance Botswana Securities Limited
1.4. Paying Agent	Transaction Management Services (Proprietary) Limited t/a Corpserve
Specified Office	Unit 206, Showgrounds Close Plot 64516 Fairgrounds Botswana
1.5. Calculation Agent	Transaction Management Services (Proprietary) Limited t/a Corpserve
Specified Office	Unit 206, Showgrounds Close Plot 64516 Fairgrounds Botswana
1.6. Transfer Secretary	Transaction Management Services (Proprietary) Limited t/a Corpserve
Specified Office	Unit 206, Showgrounds Close Plot 64516 Fairgrounds Botswana

2. PROVISIONS RELATING TO THE NOTES

2.1. Status of Notes	Senior Notes, Guaranteed
2.2. Guarantor	MyBucks SA
2.3. Form of Notes	Listed Notes (Botswana Stock Exchange)
2.4. Series Number	1
2.5. Tranche Number	2
2.6. Aggregate Nominal Amount:	BWP 21,800,000
i. Series	BWP 50,000,001 – BWP 71,800,000
ii. Tranche	BWP 21,800,000
iii. Minimum Subscription Amount	BWP 100,000
2.7. Interest	Interest-bearing
2.8. Interest Payment Basis	Fixed Rate
2.9. Opening Date of Offer	23 December 2016

2.10. Closing Date of Offer	3 February 2017
2.11. Issue Date	24 February 2017
2.12. Specified Denomination	BWP 100,000
2.13. Specified Currency	Botswana Pula
2.14. Issue Price	BWP 21,800,000
2.15. Interest Commencement Date	24 February 2017
2.16. Maturity Date/Settlement Date	24 February 2020
2.17. Applicable Business Day Convention	Following Business Day
2.18. Final Redemption Amount	BWP 21,800,000 + accrued interest
2.19. Last Day to Register	10 days prior each Interest Payment Date
2.20. Books Closed Period(s)	The Register will be closed from 20 June to 30 June and from 21 December to 31 December (all dates inclusive) in each year until the Maturity Date
2.21. Default Rate	3 percent over the Fixed Rate of Interest
2.22. Other Events of Default	<p>a. the Issuer fails to comply with clause 12.(b) or 12(f) (<i>Other Provisions</i>) below where such failure has not been remedied within 21 Business Days of receiving written notice from a Noteholder of the [Series 1, Tranche 2 Notes].</p> <p>b. the Issuer fails to maintain a gearing ratio at all times in accordance with clause 12 (d) below.</p> <p>c. the Guarantor fails to maintain a gearing ratio at all times in accordance with clause 12 (e) below.</p> <p>d. For purposes of this Applicable Supplement, the term "Issuer" in Condition 11.1.3 shall include any Material Group Company and the reference in Condition 11.1.1.3.3 to "BWP 100,000,000" shall be amended to "BWP" 20,000,000" for purposes of Tranche 2 of Series 1.</p>

3. **FIXED RATE NOTES**

3.1. Fixed Rate of Interest	15 (fifteen) percent per annum payable semi-annually in arrears
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3.2.	Interest Commencement Date	24 February 2017
3.3.	Fixed Interest Payment Date(s)	30 June and 31 December in each year up to and including the Maturity Date
3.4.	First Interest Payable	30 June 2017
3.5.	Day Count Fraction	Bond Basis as defined in the Programme Memorandum
4. PROVISIONS REGARDING REDEMPTION / MATURITY		
4.1.	Redemption at the Option of the Noteholders:	Yes at any time an Interest Charge Event (as defined under clause 12 . c. below) has occurred
a)	Optional Redemption Amount(s)	BWP 21,800,000
b)	Other terms applicable on Redemption	At any time an Interest Charge Event (as defined under clause 12.c. (<i>Other Provisions</i>) below) has occurred, the majority of the Noteholders holding the Series 1, Tranche 2 Notes]] may, by written notice (“the Redemption Notice”) to the Issuer, require the early redemption of the Notes upon 6 months written notice to the Issuer. Upon receipt by the Issuer of a Redemption Notice, the Issuer shall redeem all the [Tranche 2, Series 1 Notes] at the Optional Redemption Amount specified under clause 4.1.b above on the date (the “ Redemption Date ”) that occurs six months after the date of the Redemption Notice together with interest accrued to but excluding the Redemption Date.
4.2.	Redemption in the event of a Change of Control	Yes. Condition 9.4 is applicable, provided that Condition 9.4.2 shall be amended and restated for the purpose of this Applicable Pricing Supplement to read as follows: “9.4.2 A “ Change of Control Event ” shall occur if at any time while any Note remains Outstanding a Change of Control occurs.
GENERAL		
5.	Financial Exchange	BSE
6.	BSE Code	GBL002
7.	ISIN Number	BW0000001734
8.	Listing Date	24 February 2017

9. Method of Offering	Auction
10. Governing law	Botswana Law Guarantee governed by English Law
11. Use of proceeds	<ul style="list-style-type: none"> <li data-bbox="1003 243 1377 331">a. Refinance of existing debt facilities including portion of Shareholder Loans <li data-bbox="1003 365 1414 422">b. Growth of GetBucks Botswana loan book
12. Other provisions	<ul style="list-style-type: none"> <li data-bbox="1003 457 1442 1247">a. Negative Pledge as per the Programme Memorandum, provided that notwithstanding the definition of "Permitted Encumbrance" included in the Programme Memorandum, the Issuer shall not at any time permit any Encumbrances under clause (b) of that definition which in the aggregate encumber more than 10% of the aggregate receivables of the Issuer and any Material Group Company or under clause (c) of that definition with respect to any receivables of the Issuer. Notwithstanding the definition of "Indebtedness" included in the Programme Memorandum, the term "Indebtedness" shall, for purposes of the negative pledge, include any intra-group indebtedness due to any subsidiary or holding company of the Issuer or to any Subsidiary of the Issuer's holding company. <li data-bbox="1003 1278 1442 1915">b. Subordination of all payments under remaining Shareholder Loans (including, without limitation, payment of interest, principal and fees) to payment in full of all amounts outstanding under the Notes; provided that the Issuer shall be permitted to repay Shareholder Loans, so long as it remains in compliance with the gearing ratio set forth in clause d. below before and immediately after the repayment of any Shareholder Loan. The Noteholders shall have the right to request that the Issuer cause the lenders under any Shareholder Loan to enter into subordination agreements with the Trustee for the benefit of the Tranche 2, Series 1 Noteholders

in form and substance satisfactory to the Noteholders.

- c. An "Interest Charge Event" shall occur if at any time on or after 31 December 2017 lending rates (inclusive of all arrangement fees, insurance and other fees and charges) for term loans charged to customers by GetBucks Botswana or TU Loans exceeds the rates identified in the chart immediately below:

Term	Loan Size	Proposed GetBucks Rates	
		TU Loans	GetBucks
12 Months	10,000	48%	48%
24 Months	10,000	43%	43%
36 Months	15,000	42%	42%
48 Months	30,000	41%	41%
60 Months	100,000	38%	38%

- d. GetBucks Limited (Issuer) Gearing Covenant. The Issuer shall at all times maintain a gearing ratio equal to:

$$\frac{Equity}{Equity + Debt} > 25\%$$

where:

Equity = Equity plus Shareholders Loans as reflected in the most recently available consolidated audited annual financial statements or consolidated interim or quarterly management accounts of the Issuer, as the case may be.

Debt = Total Financial Debt less Shareholders Loans

Total Financial Debt = as defined under clause e. immediately below.

- e. MyBucks (Guarantor) Gearing Covenant. The Guarantor shall at all time maintain a gearing ratio equal to:

$$\frac{Equity}{Equity + Debt} > 20\%$$

where:

Equity = Equity as reflected in the most recently available consolidated audited annual financial statements

or consolidated interim or quarterly management accounts of the Guarantor, as the case may be, inclusive of subordinated shareholders loans.

Debt = Total Financial Debt as reflected in the most recently available consolidated audited annual financial statements or consolidated interim or quarterly management accounts of the Guarantor, as the case may be

Total Financial Debt = any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of finance leases;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the applicable accounting principles);

(f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of that transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter

of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;

(h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the December 31, 2019 or are otherwise classified as borrowings under the applicable accounting principles);

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the applicable accounting principles; and

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

f. Issuer shall report lending rates and monthly payments (inclusive of all arrangement fees, insurance and other fees and charges) along with supporting evidence such as original rate cards, loan agreement and marketing materials to the Noteholders (or their designee) at the end of each calendar quarter.

g. Notwithstanding Condition 19, the Trustee may take action or

proceedings against the Issuer upon the direction of the majority of the Noteholders of Tranche 2, Series 1.

h. Notwithstanding condition 19.2, any Noteholder of this Tranche 2, Series 1 (x) shall be entitled to declare the Notes held by such Noteholder, to be forthwith due and payable whereupon the same shall become due and payable at the amounts set forth in Condition 9.5 together with accrued interest to the date of repayment and (y) may proceed directly against the Issuer in the event of an Event of Default under the Tranche 2, Series 1 Notes.

i. The Issuer may not amend this Applicable Pricing Supplement without the prior written consent of the Noteholders holding not less than 51% in Nominal Amount of the Tranche 2, Series 1 Notes.

13. DISCLOSURE BY ISSUER

The Issuer will for as long as any Tranche of Notes remains Outstanding, notify the Noteholders of any material change in the financial position of the Issuer.

14. RESPONSIBILITY

The Issuer accepts full responsibility for the information contained in this Applicable Pricing Supplement. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this Applicable Pricing Supplement is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Applicable Pricing Supplement contains all information required by applicable law and the listing requirements of the BSE.

Application is hereby made to list this issue of Notes on 24 February 2017

SIGNED at Gaborone on this 21th day of February day of 2017

For and on behalf of

GETBUCKS LIMITED



Name: Albertus Marthinus de Kock
Capacity: Managing Director
Who warrants her authority hereto



Name: Rodger Mcdesi Solomon
Capacity: Chairman
Who warrants his authority hereto