



The Standard Bank of South Africa Limited
(Incorporated with limited liability in South Africa under registration number 1962/000738/06)

**Issue of ZAR2,000,000,000 Subordinated Unsecured Secondary Capital Notes due 15 March 2023
Under its ZAR60 000 000 000 Domestic Medium Term Note Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "Terms and Conditions") set forth in the Programme Memorandum dated 1 December 2010 (the "Programme Memorandum"), as updated and amended from time to time. This Pricing Supplement must be read in conjunction with such Programme Memorandum. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Programme Memorandum, the provisions of this Pricing Supplement shall prevail.

DESCRIPTION OF THE NOTES

1. Issuer	The Standard Bank of South Africa Limited
2. Status of the Notes	Subordinated/Unsecured
3. (a) Series Number	1
(b) Tranche Number	1
4. Aggregate Nominal Amount	ZAR2,000,000,000
5. Redemption/Payment Basis	N/A
6. Type of Notes	Floating Rate and Indexed Capital Notes
7. Interest Payment Basis	Floating Rate and Indexed Linked
8. Form of Notes	Registered Notes
9. Automatic/Optional Conversion from one Interest/ Payment Basis to another	Automatic conversion from Floating Rate to Indexed Linked on 15 March 2018 if not called on 15 March 2018
10. Issue Date/Settlement Date	15 March 2012
11. Business Centre	Johannesburg
12. Additional Business Centre	N/A
13. Specified Denomination	ZAR1,000,000
14. Calculation Amount	N/A
15. Issue Price	100%
16. Interest Commencement Date	15 March 2012
17. Maturity Date	15 March 2023, unless redeemed at the Optional Redemption Date
18. Maturity Period	N/A
19. Specified Currency	ZAR
20. Applicable Business Day Convention	Following Business Day
21. Calculation Agent	The Standard Bank of South Africa Limited
22. Paying Agent	The Standard Bank of South Africa Limited

23. Transfer Agent	The Standard Bank of South Africa Limited
24. Specified office of the Calculation Agent, Paying Agent and Transfer Agent	4 th Floor, 3 Simmonds Street, Johannesburg, 2001
25. Final Redemption Amount (if not called)	Aggregate Nominal Amount *(Reference CPI on Maturity Date/Base CPI)
PARTLY PAID NOTES	
26. Amount of each payment comprising the Issue Price	N/A
27. Date upon which each payment is to be made by Noteholder	N/A
28. Consequences (if any) of failure to make any such payment by Noteholder	N/A
29. Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments	N/A
INSTALMENT NOTES	
30. Instalment Dates	N/A
31. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes)	N/A
FIXED RATE NOTES	
(For the period between the Issue Date and the Optional Redemption Date)	
32. (a) Fixed Interest Rate(s)	N/A
(b) Interest Payment Date(s)	N/A
(c) Initial Broken Amount	N/A
(d) Final Broken Amount	N/A
(e) Any other terms relating to the particular method of calculating interest	N/A
FLOATING RATE NOTES	
33. (a) Interest Payment Date(s)	Each 15 March, 15 June, 15 September and 15 December from the Issue Date to the Optional Redemption Date, with the first Interest Payment Date being 15 June 2012
(b) Interest Period(s)	Each period from and including one Interest Payment Date to, but excluding the next Interest Payment Date provided that the first Interest Period shall commence on the Interest Commencement Date (15 March 2012) and the last Interest Period shall commence on 15 December 2017 and conclude on, but exclude the Optional Redemption Date
(c) Definitions of Business Day (if different from that set out in Condition 1 (<i>Interpretation</i>))	N/A
(d) Interest Rate(s)	3 month ZAR-JIBAR-SAFEX plus the Margin
(e) Minimum Interest Rate	N/A
(f) Maximum Interest Rate	N/A

(g) Other terms relating to the method of calculating interest (e.g. Day Count Fraction, rounding up provision, if different from Condition 7.2 (<i>Interest on Floating Rate Notes and Indexed Notes</i>))	Actual/365
34. Manner in which the Interest Rate is to be determined	Screen Rate Determination
35. Margin	210 basis points
36. If ISDA Determination:	N/A
(a) Floating Rate	N/A
(b) Floating Rate Option	N/A
(c) Designated Maturity	N/A
(d) Reset Date(s)	N/A
37. If Screen Rate Determination:	3 month ZAR-JIBAR-SAFEX
(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	Each 15 March, 15 June, 15 September and 15 December from the Issue Date to the Optional Redemption Date
(b) Interest Determination Date(s)	Interest for the first Interest Period commencing on 15 March 2012 will be determined on 12 March 2012
(c) Relevant Screen Page	Reuters page SAFEX MNY MKT code 0#SFXMM: or any successor page
(d) Relevant Time	11h00
38. If Interest Rate to be calculated otherwise than by reference to 36 or 37 above	N/A
(a) Margin	N/A
(b) Minimum Interest Rate	N/A
(c) Maximum Interest Rate	N/A
(d) Business Day Convention	N/A
(e) Day Count Fraction	N/A
(f) Default Rate	N/A
(g) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest for Floating Rate Notes	N/A
39. If different from Calculation Agent, agent responsible for calculating amount of principal and interest	N/A

MIXED RATE NOTES

40. Period(s) during which the interest rate for the Mixed Rate Notes will be (as applicable) for:	
(a) Fixed Rate Notes	N/A
(b) Floating Rate Notes	N/A

(c) Indexed Notes	N/A
(d) Other	N/A
ZERO COUPON NOTES	N/A
41. (a) Implied Yield	N/A
(b) Reference Price	N/A
(c) Any other formula or basis for determining amount(s) payable	N/A
INDEXED NOTES	
(For the period between the Optional Redemption Date and the Maturity Date)	
42. (a) Type of Indexed Notes	Indexed Interest and Indexed Redemption Amount Notes
(b) Index/ Formula by reference to which Interest Amount/ Final Redemption Amount is to be determined	CPI Index as per 75(b) below
(c) Coupon (From and including the Optional Redemption Date to the Maturity Date)	2.417%
(d) Manner in which the Interest Amount is to be determined	$(\text{Aggregate Nominal Amount} * \text{Coupon}) * (\text{Reference CPI} / \text{Base CPI}) / 2$
(e) Manner in which the Final Redemption Amount is to be determined	$\text{Aggregate Nominal Amount} * (\text{Reference CPI on Maturity Date} / \text{Base CPI})$
(f) Interest Payment Date(s)	Semi-annually on each 15 March and each 15 September commencing on 15 September 2018 until the Maturity Date
(g) If different from the Calculation Agent, agent responsible for calculating amount of principal and interest	N/A
(h) Provisions where calculation by reference to index and/or formula is impossible or impracticable	If prior to the Maturity Date, the CPI Index is discontinued, then the Calculation Agent will, after consultation with Statistics South Africa or any successor entity, substitute an appropriate alternative index in its discretion which shall be deemed to be the CPI Index for the purposes of this transaction As soon as practicable after effecting any substitution of an alternative index as provided for in this section, notice of such substitution and the effective date thereof, shall be communicated in writing to the JSE Limited by the Issuer
(i) Minimum Interest Rate	N/A
(j) Maximum Interest Rate	N/A
(k) Other terms relating to the calculation of the Interest Rate	N/A
EXCHANGEABLE NOTES	N/A
43. Mandatory Exchange applicable?	N/A
44. Noteholders' Exchange Right applicable?	N/A
45. Exchange Securities	N/A

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| 46. Manner of determining Exchange Price | N/A |
| 47. Exchange Period | N/A |
| 48. Other | N/A |

OTHER NOTES

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| 49. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Indexed Notes or Exchangeable Notes or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional terms and conditions relating to such Notes. | N/A |
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PROVISIONS REGARDING REDEMPTION/MATURITY

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| 50. Prior consent of Registrar of Banks required for any redemption prior to the Maturity Date? | Yes |
| 51. Redemption at the Option of the Issuer (Call Option):
If applicable: | Yes |
| (a) Optional Redemption Date(s) (Call) | 15 March 2018 or any Interest Payment Date thereafter |
| (b) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s) | (i) 100% of Aggregate Nominal Amount if redeemed on 15 March 2018; or
(ii) as per par 42(e) if redeemed on any Interest Payment Date between 15 March 2018 and the Maturity Date |
| (c) Minimum period of notice (if different from Condition 9.3 (<i>Early Redemption at the option of the Issuer (Call Option)</i>)) | N/A |
| (d) If redeemable in part: | N/A |
| Minimum Redemption Amount(s) | N/A |
| Higher Redemption Amount(s) | N/A |
| (e) Other terms applicable on Redemption | N/A |
| 52. Redemption following the occurrence of a Regulatory Event | The Issuer may, subject to the prior written consent of the Registrar of Banks, redeem all (but not some only) of the Notes on any Interest Payment Date if a Regulatory Event has occurred and is continuing |
| a) Early Redemption Amount(s) and method (if any) of calculating such amount(s) | Aggregate Nominal Amount plus accrued interest |
| b) Minimum period of notice | Not less than 30 (thirty) nor more than 60 (sixty) calendar days' notice to the Noteholders in accordance with Condition 19 (<i>Notices</i>) (which notice shall be irrevocable) |
| c) Other terms applicable on Redemption | N/A |

64. Date of Issue of Credit Rating and Date of Next Review	Rating obtained on 22 July 2011. Next review in approximately July/August 2012
65. Stripping of Receipts and/or Coupons prohibited as provided in Condition 16.4 (<i>Prohibition of Stripping</i>)?	N/A
66. Governing law (if the laws of South Africa are not applicable)	N/A
67. Other Banking Jurisdiction	N/A
68. Last Day to Register, which shall mean that the “books closed period” (during which the Register will be closed) will be from each Last Day to Register to the applicable Payment Day until the date of redemption	<p>(i) For the period from the Issue Date to 15 March 2018:</p> <p>a. 17h00 on 4 March, 4 June, 4 September and 4 December; and</p> <p>b. The “books closed period” (during which the Register will be closed) will be from each 5 March, 5 June, 5 September and 5 December to the applicable Payment Day</p> <p>(ii) For the period from 15 March 2018 to the Maturity Date:</p> <p>a. 17h00 on 4 March and 4 September; and</p> <p>b. The “books closed period” (during which the Register will be closed) will be from each 5 March and 5 September to the applicable Payment Day</p>
69. Stabilisation Manager (if any)	N/A
70. Method of Distribution	Bookbuild
71. Total Notes in Issue (excluding current issue)	ZAR45,845,757,607
72. Rights of Cancellation	<p>The Notes will be delivered to investors on the Issue Date/Settlement Date through the settlement system of Strate provided that:</p> <p>(i) no event occurs prior to the settlement process being finalised on the Issue Date/Settlement Date which the Dealers (in their sole discretion) consider to be a force majeure event; or</p> <p>(ii) no event occurs which the Dealers (in their sole discretion) consider may prejudice the issue, the Issuer, the Notes or the Dealers,</p> <p>(each a “Withdrawal Event”)</p> <p>If the Dealers decide to terminate this transaction due to the occurrence of a Withdrawal Event, this transaction shall terminate and no party hereto shall have any claim against any other party as a result of such termination. In such event, the Notes, if listed, will immediately be de-listed</p>
73. Material Adverse Change	Save as disclosed in the Programme Memorandum as read together with this Applicable Pricing Supplement, there has been no material adverse change in the

Issuer's financial position since the date of the Issuer's last audited financial statements

74. Responsibility Statements

The Issuer certifies that to the best of its knowledge and belief, there are no facts that have been omitted which would make any statement in the Programme Memorandum, as read together with this Applicable Pricing Supplement, false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Programme Memorandum as read together with this Applicable Pricing Supplement contains all information required by law and the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum as read together with this Applicable Pricing Supplement, except as otherwise stated therein or herein

The Issuer confirms that the JSE takes no responsibility for the contents of the information contained in the Programme Memorandum as read together with this Applicable Pricing Supplement, makes no representation as to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the information contained in the Programme Memorandum as read together with this Applicable Pricing Supplement

75. Other provisions

(a)

Amendment to the Terms and Conditions

The Terms and Conditions set out in the Programme Memorandum are hereby amended in respect of this issue of Notes as follows:

By the deletion of paragraph (a) in the definition of "Relevant Debt" set out on page 38 of the Programme Memorandum which states as follows: "(a) any indebtedness incurred in the ordinary course of business of the Issuer;"

Accordingly, the definition of Relevant Debt will now be as follows:

"Relevant Debt" any present or future indebtedness of the Issuer in the form of, or represented by any bond, note or debenture issued by the Issuer and listed on a financial or stock exchange but excluding:

- (a) pursuant to any securitisation scheme or like arrangement; or
- (b) any option or warrant in respect of any share or index; or
- (c) any written acknowledgement of indebtedness issued by the Issuer to the SARB."

No other changes are made to the Terms and Conditions

(b)

Additional Applicable Definitions and Provisions

Base CPI:

means 120.6, being the CPI Index value for the Issue

Date

- CPI Index: means the weighted average of the consumer price index as published by Statistics South Africa, which is referred to as "Headline CPI – All urban areas (primary and secondary)" in Statistical release P0141, or such substituted index as may be determined by the Calculation Agent
- Regulatory Event A Regulatory Event shall have occurred if the Notes are no longer, or will no longer, qualify (whether wholly or partially), as secondary capital under the Banks Act, 1990
- Reference CPI: means the CPI Index for the fourth calendar month preceding the calendar month in which the applicable Interest Payment Date occurs, where the applicable Interest Payment Date is the first day of any calendar month. If the applicable Interest Payment Date occurs on a day other than the first day of a calendar month, then the Reference CPI shall be determined in accordance with the following formula:

$$\text{Ref. CPI} = \text{Ref. CPI}_j + [(t-1)/D] \times (\text{Ref. CPI}_{j+1} - \text{Ref. CPI}_j)$$

Where:

- (a) *Ref. CPI_j* is the Reference CPI for the first day of the calendar month which shall be the CPI Index for the fourth calendar month preceding the calendar month in which the applicable Interest Payment Date occurs;
- (b) *Ref. CPI_{j+1}* is the Reference CPI for the third calendar month preceding the calendar month in which the applicable Interest Payment Date occurs;
- (c) *t* is the calendar day corresponding to the applicable Interest Payment Date; and
- (d) *D* is the number of days in the calendar month in which the applicable Interest Payment Date occurs

Adjustment to CPI Index: If the CPI Index is reset, then a new Reference CPI that is applicable for the Issue Date will (if the Calculation Agent deems it necessary) be calculated in such a way that the Final Redemption Amount is the same immediately before and after the reset

Failure/delay of Index to published: If as a result of a one month delay in the publication of the CPI Index, the Reference CPI is not available in order to make a determination in accordance with the formula above, then subject to the terms below, a substitute CPI Index value calculated as follows will be used:

$$CPI_m = CPI_{m-1} \times (CPI_{m-1} / CPI_{m-13})^{1/12}$$

Where:

- (a) *CPI_m* is the substitute CPI Index for the month that is required;

(b) $m = \text{month}$

In the event of a delay of more than one month, CPI_m shall be determined in accordance with the following formula:

$$CPI_m = CPI_{m-n} \times (CPI_{m-n}/CPI_{m-n-12})^{n/12}$$


Where:

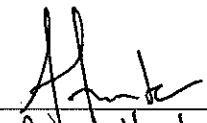
(a) n is the number of months' delay

When the above formulae are used to calculate a substitute Reference CPI value, then such formulae shall be used for all subsequent calculations that rely on that month's index ratio, and shall not be replaced by the actual Reference CPI when the CPI Index is reported, except for use in the above formulae. Further, when the above formulae are used to calculate a substitute Reference CPI value, the last CPI Index that has been reported will be used to calculate Reference CPI values for the month(s) in which the CPI Index has not been reported timeously

Application is hereby made to list this issue of Notes on 15 March 2012.

THE STANDARD BANK OF SOUTH AFRICA LIMITED
Issuer


Name: Arno Daehnke
Designation: Authorised Signatory
Date: 12/03/2012


Name: Anu Hunter
Designation: Director
Date: 12/3/2012