



The Standard Bank of South Africa Limited

(Incorporated with limited liability in South Africa under registration number 1962/000738/06)

**Issue of
CLN424 ZAR10,000,000 ArcelorMittal S.A. due 20 December 2020
Under its ZAR60,000,000,000 Structured 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 March 2015 (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	Senior
3.	(a) Series Number	331
	(b) Tranche Number	1
4.	Aggregate Nominal Amount	ZAR10,000,000
5.	Redemption/Payment Basis	Credit Linked
6.	Interest Payment Basis	Floating Rate
7.	Form of Notes	Registered
8.	Automatic/Optional Conversion from one Interest Payment Basis to another	Not applicable
9.	Issue Date	02 October 2015
10.	Trade Date	23 September 2015
11.	Business Centre	Johannesburg
12.	Additional Business Centre	Not applicable
13.	Specified Denomination	ZAR1,000,000
14.	Calculation Amount	ZAR10,000,000

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15.	Issue Price	ZAR10,000,000
16.	Interest Commencement Date	Issue Date
17.	Maturity Date	The Scheduled Maturity Date, subject as provided in Credit Linked Condition 6 (<i>Repudiation/Moratorium Extension</i>), Credit Linked Condition 7 (<i>Grace Period Extension</i>), Credit Linked Condition 8 (<i>Credit Derivatives Determinations Committee Extension</i>) and Credit Linked Condition 9 (<i>Maturity Date Extension</i>)
18.	Payment Currency	ZAR
19.	Applicable Business Day Convention	Following Business Day Convention. Unless otherwise indicated in this Applicable Pricing Supplement or the Terms and Conditions, the Applicable Business Day Convention shall apply to all dates herein.
20.	Calculation Agent	The Standard Bank of South Africa Limited
21.	Paying Agent	The Standard Bank of South Africa Limited
22.	Transfer Agent	The Standard Bank of South Africa Limited
23.	Specified office of the Calculation Agent, Paying Agent and Transfer Agent	1 st Floor, East Wing, 30 Baker Street, Rosebank, Johannesburg, 2196
24.	Final Redemption Amount	Nominal Amount
25.	Unwind Costs	Standard Unwind Costs, the determination of which may reference (but shall not be limited to) fixed deposits, credit default swaps, interest rate swaps and/or cross currency swaps.

PARTLY PAID NOTES

26.	Amount of each payment comprising the Issue Price	Not applicable
27.	Date upon which each payment is to be made by Noteholder	Not applicable
28.	Consequences (if any) of failure to make any such payment by Noteholder	Not applicable
29.	Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments	Not applicable



INSTALMENT NOTES

30. Instalment Dates Not applicable
31. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes or as an amount) Not applicable

FIXED RATE NOTES

32. (a) Fixed Interest Rate(s) Not applicable
- (b) Interest Payment Date(s) Not applicable
- (c) Fixed Coupon Amount[(s)] Not applicable
- (d) Initial Broken Amount Not applicable
- (e) Final Broken Amount Not applicable
- (f) Any other terms relating to the particular method of calculating interest Not applicable

FLOATING RATE NOTES

33. (a) Interest Payment Date(s) Each 20 March, 20 June, 20 September and 20 December of each year until the Maturity Date, with the first Interest Payment Date being 20 December 2015.
- (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 (Issue Date) and the last Interest Period shall conclude on, but exclude the last Interest Payment Date (Scheduled Maturity Date).
- (c) Definitions of Business Day (if different from that set out in Condition 1 (*Interpretation and General Definitions*)) Not applicable
- (d) Interest Rate(s) three month ZAR-JIBAR-SAFEX plus the Margin
- (e) Minimum Interest Rate Not applicable
- (f) Maximum Interest Rate Not applicable
- (g) Day Count Fraction Actual/365(Fixed)
- (h) Other terms relating to the Not applicable

method of calculating interest (eg Day Count Fraction, rounding up provision, if different from Condition 6.2 (*Interest on Floating Rate Notes and Indexed Notes*))

- | | | |
|-----|--|--|
| 34. | Manner in which the Interest Rate is to be determined | Screen Rate Determination |
| 35. | Margin | 7.65% |
| 36. | If ISDA Determination: | |
| | (a) Floating Rate | Not applicable |
| | (b) Floating Rate Option | Not applicable |
| | (c) Designated Maturity | Not applicable |
| | (d) Reset Date(s) | Not applicable |
| 37. | If Screen Rate Determination: | |
| | (a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated) | three month ZAR-JIBAR-SAFEX |
| | (b) Interest Determination Date(s) | Each 20 March, 20 June, 20 September and 20 December of each year, commencing on the Issue Date up to and including 20 September 2020. |
| | (c) Relevant Screen Page | Reuters page SAFEX or any successor page |
| | (d) Relevant Time | 11h00 |
| 38. | If Interest Rate to be calculated otherwise than by reference to 36 or 37 above | |
| | (a) Margin | Not applicable |
| | (b) Minimum Interest Rate | Not applicable |
| | (c) Maximum Interest Rate | Not applicable |
| | (d) Day Count Fraction | Not applicable |
| | (e) Reference Banks | Not applicable |
| | (f) Fall back provisions, rounding provisions and | Not applicable |

any other terms relating to the method of calculating interest for Floating Rate Notes

39. If different from Calculation Agent, agent responsible for calculating amount of principal and interest Not applicable

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 Not applicable
 - (b) Floating Rate Notes Not applicable
 - (c) Indexed Notes Not applicable
 - (d) Other Not applicable

ZERO COUPON NOTES

41. (a) Implied Yield Not applicable
- (b) Reference Price Not applicable
- (c) Any other formula or basis for determining amount(s) payable Not applicable

INDEXED NOTES

42. (a) Type of Indexed Notes Not applicable
- (b) Index/ Formula by reference to which Interest Amount/ Final Redemption Amount is to be determined Not applicable
- (c) Manner in which the Interest Amount/ Final Redemption Amount is to be determined Not applicable
- (d) Initial Index Level Not applicable
- (e) Interest Payment Date(s) Not applicable
- (f) If different from the Calculation Agent, agent Not applicable



responsible for calculating amount of principal and interest

- (g) Provisions where calculation by reference to index and/or formula is impossible or impracticable Not applicable
- (h) Minimum Interest Rate Not applicable
- (i) Maximum Interest Rate Not applicable
- (j) Other terms relating to the calculation of the Interest Rate Not applicable

EXCHANGEABLE NOTES

- 43. Mandatory Exchange applicable? No
- 44. Noteholders' Exchange Right applicable? No
- 45. Exchange Securities Not applicable
- 46. Manner of determining Exchange Price Not applicable
- 47. Exchange Period Not applicable
- 48. Other Not applicable

CREDIT LINKED NOTE PROVISIONS

- 49. Credit Linked Note Applicable
 - (a) Scheduled Maturity Date 20 December 2020
 - (b) Reference Entity(ies) ArcelorMittal S.A.
 - (c) Reference Obligation(s) Standard Reference Obligation not applicable
Seniority Level: Senior Level
The obligation[s] identified as follows:
Senior unsecured debt
 - (d) Credit Linked Reference Price 100%
 - (e) Credit Event Determination Date Credit Event Notice: applicable

Notice of Physical Settlement: not applicable

Notice of Publicly Available Information: applicable, and if applicable:

Public Sources of Publicly Available Information applicable

Specified Number of Public Sources: 2

(f) Credit Events

The following Credit Event[s] shall apply:

Bankruptcy

Failure to Pay

Grace Period Extension: applicable

Payment Requirement: ZAR10,000,000

Governmental Intervention

Obligation Acceleration

Repudiation/Moratorium

Restructuring

Default Requirement: ZAR25,000,000

Multiple Holder Obligation: Not Applicable

Mod R: Not Applicable

Mod Mod R: Not Applicable

Credit Linked Condition 13: Not Applicable

(g) Credit Event Backstop Date Applicable

(h) Calculation Agent City Johannesburg

(i) All Guarantees Applicable

(j) Obligation(s)

Obligation Category (Select only one)	Obligation Characteristics (Select all that apply)
<input type="checkbox"/> Payment	<input type="checkbox"/> Not Subordinated
<input checked="" type="checkbox"/> Borrowed Money	<input type="checkbox"/> Specified Currency []

<input type="checkbox"/> Reference Obligations Only	<input type="checkbox"/> Not Sovereign Lender
<input type="checkbox"/> Bond	<input type="checkbox"/> Not Domestic Currency [Domestic Currency means []]
<input type="checkbox"/> Loan	<input type="checkbox"/> Not Domestic Law
<input type="checkbox"/> Bond or Loan	<input type="checkbox"/> Listed
	<input type="checkbox"/> Not Domestic Issuance

- Additional Obligations Not applicable
- Excluded Obligations None
- (k) Accrual of interest upon Credit Event Not applicable
- (l) Financial Reference Entity Terms Not applicable
- (m) Subordinated European Insurance Terms Not applicable
- (n) Reference Obligation Only Termination Amount Not applicable
- (o) Settlement Method Auction Settlement provided that the definition of "Cash Settlement Amount" will be amended as set out in subparagraph (l) of the "Terms Relating To Cash Settlement" below.
- Local Market Variation: Applicable
- (p) Fallback Settlement Method Cash Settlement provided that the definition of "Cash Settlement Amount" will be amended as set out in subparagraph (l) of the "Terms Relating To Cash Settlement" below.

Terms Relating to Cash Settlement:

- (a) Final Price (if different from the definition in the Programme Memorandum) As specified in Credit Linked Condition 12 (*Credit Linked Definitions*).
- (b) Valuation Date Single Valuation Date:
Within 60 Business Days
- (c) Valuation Observation Period Obligation Settlement Not applicable

(d)	Valuation Time	11:00 a.m.
(e)	Quotation Method	Bid
(f)	Quotation Amount	Representative Amount
(g)	Minimum Quotation Amount	Zero
(h)	Indicative Quotation	Not applicable
(i)	Quotation Dealer(s)	“Quotation Dealer” shall include both South African dealers and Quotation Dealers other than South African dealers.
(j)	Settlement Currency	ZAR
(k)	Cash Settlement Date	5 Business Days
(l)	Cash Settlement Amount	As specified in Credit Linked Condition 12 (Credit Linked Definitions), provided that the definition of “Cash Settlement Amount” is hereby amended by the deletion of the words “A is the Nominal Amount” and the replacement thereof with “A is the Settlement Currency Equivalent of the Reference Currency Notional Amount determined on the date of calculation of the Final Price or the publication of the Auction Final Price, as the case may be, multiplied by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount”.
(m)	Quotations	Exclude Accrued Interest
(n)	Valuation Method	Highest

Terms Relating to Physical Settlement: Not applicable

OTHER NOTES

50. 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, Credit Linked 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. Not applicable

PROVISIONS REGARDING REDEMPTION/MATURITY

- 51. Redemption at the Option of the Issuer (Call Option) Applicable, subject to the provisions of paragraph 73.2 below
 - If applicable:
 - (a) Optional Redemption Date(s) (Call) The day which is 3 (three) Business Days following the date on which the Issuer gives notice of its election to exercise its right to redeem the Notes early in accordance with paragraph 73.2 below (the "Optional Redemption Notice").
 - (b) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s) Unwind Value on the Optional Redemption Date
 - (c) Minimum period of notice (if different from Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*)) 3 Business Days' notice in writing
 - (d) If redeemable in part:
 - (i) Minimum Redemption Amount Not applicable
 - (ii) Higher Redemption Amount Not applicable
 - (e) Other terms applicable on Redemption Not applicable
- 52. Redemption at the option of the Noteholders (Put Option) Not Applicable
- 53. Early Redemption Amount(s) payable on redemption for taxation reasons and/or change of law or on Event of Default and/or the method of calculating same (if required or if different from that set out in Condition 7.7 (*Early Redemption Amounts*)) As set out in Condition 7.7

GENERAL

- 54. Other terms or special conditions Not applicable
- 55. Board approval for issuance of Notes obtained Not applicable
- 56. Additional selling restrictions Not applicable

57. (a) International Securities ZAG000130022
Numbering (ISIN)
- (b) Stock Code CLN424
58. (a) Financial Exchange JSE Limited
- (b) Relevant sub-market of the Interest Rates Market
Financial Exchange
59. If syndicated, names of managers Not applicable
60. Receipts attached? If yes, number of No
Receipts attached
61. Coupons attached? If yes, number of No
Coupons attached
62. Credit Rating assigned to the Moody's Investor
Issuer/Notes/Programme (if any) Service Cyprus Limited
- Issuer Local: Long-term bank deposit A1.za
- Issuer International Baa2 (stable)
63. Date of Issue of Credit Rating and Moody's ratings obtained on 10 November 2014.
Date of Next Review
64. Stripping of Receipts and/or Not applicable
Coupons prohibited as provided in
Condition 13.4 (*Prohibition on Stripping*)?
65. Governing law (if the laws of South Not applicable
Africa are not applicable)
66. Other Banking Jurisdiction Not applicable
67. Last Day to Register, which shall 17h00 on 09 March, 09 June, 09 September and 09
mean that the "books closed period" December commencing on 09 December 2015.
(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
- Books closed period The "books closed period" (during which the Register will be closed) will be from each 10 March, 10 June, 10 September and 10 December commencing on 10 December 2015 until the applicable Interest Payment Date.

68.	Stabilisation Manager (if any)	Not applicable
69.	Method of Distribution	Private Placement
70.	Total Notes in Issue (including current issue)	ZAR29,254,745,158.63. The Issuer confirms that the aggregate Nominal Amount of all Notes Outstanding under this Programme is within the Programme Amount.
71.	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 Issuer (in its sole discretion) consider to be a force majeure event; or</p> <p>(ii) no event occurs which the Issuer (in its sole discretion) considers may prejudice the issue, the Issuer or the Notes,</p> <p>(each a Withdrawal Event).</p> <p>If the Issuer decides 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>
72.	Responsibility Statements	<p>The Issuer certifies that to the best of its knowledge and belief, there are no facts that have been omitted which would make any false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Programme Memorandum contains all information required by law and the JSE Listings Requirements. The Issuer shall accept full responsibility for the accuracy of the information contained in the Programme Memorandum Applicable Pricing Supplements and the annual financial report, any amendments to the annual financial report or any supplements thereto from time to time, except as otherwise stated therein.</p> <p>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 or the annual report (each as amended or restated from</p>

time to time), 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 Programme Memorandum as read together with this Applicable Pricing Supplement or the annual report (each as amended from time to time).

73. Other provisions

73.1 South African Exchange Control

Any holder of these Notes which is subject to the exchange control regulations of the South African Reserve Bank (“SARB”) hereby warrants and confirms that it has obtained any necessary approvals from the SARB to hold these Notes and acknowledges and agrees that it is solely responsible for maintaining any such approvals, satisfying any conditions imposed in terms of such approvals and for fulfilling any relevant reporting requirements.

73.2 Optional Early Redemption Trigger

If at any time on any day prior to the redemption of these Notes, the Calculation Agent determines that the Unwind Value of the Notes would be less than 40% (the “**Trigger Level**”) of the Nominal Amount thereof, (which, for the avoidance of doubt, is an amount equal to ZAR4,000,000 multiplied by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount) the Issuer may elect, in its sole and absolute discretion, regardless of whether or not such Unwind Value is still below the Trigger Level at the relevant time or on the date on which the Notes are to be redeemed, to redeem the Notes early in accordance with the provisions of Condition 7.3 (read with paragraph 51 above) by delivering the Optional Redemption Notice.

73.3 Additional Risk Factors

Any Unwind Value, Early Redemption Amount or Cash Settlement Amount may be calculated by reference to Obligations of the Reference Entity or instruments referencing Obligations of the Reference Entity with a principal or notional amount equal to the Reference Currency Notional Amount (as defined in 73.4.5 below). For the purposes of determining any Unwind Value, Early Redemption Amount or the Cash Settlement Amount, any amount denominated in the Reference Currency will be converted into the Settlement Currency at the then prevailing

exchange rate between such currencies, as determined solely by the Calculation Agent.

As such, Noteholders may be exposed not only to credit risk of the Reference Entity and the Issuer, but also to the performance of the Reference Currency relative to the Settlement Currency, which cannot be predicted. Investors should be aware that foreign exchange rates are, and have been, highly volatile and determined by supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks (e.g., imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of a specified currency).

The Optional Early Redemption Trigger references the Unwind Value, which may, in certain market conditions, be volatile. It may therefore occur that at the time that the Optional Early Redemption Trigger is exercised market conditions have changed, or market conditions change shortly thereafter, such that the Unwind Value would no longer have been below the Trigger Level.

The Trigger Level of these Notes has been inserted for the benefit of the Issuer and accordingly is not intended to be an implied guarantee or assurance of a minimum return on the Notes, nor is the Issuer under any obligation to exercise its right to redeem the Notes early in the event that the Trigger Level is breached. Accordingly, any Early Redemption Amount or Cash Settlement Amount payable in respect of the Notes may be less than 40% of the Nominal Amount. The determination of whether or not the Trigger Level has been breached is based on the Calculation Agent's estimates of the



Unwind Value, and accordingly the Early Redemption Amount payable to Noteholders following delivery of the Optional Redemption Notice or any Cash Settlement Amount payable following the occurrence of an Event Determination Date may differ from such estimates. In addition, due to the volatility of the Underlying Components, the Unwind Value may fluctuate between the time at which the Trigger Level is first breached and the date on which the Notes are to be redeemed in terms of Condition 7.3, if applicable, which may result in an Early Redemption Amount lower than 40% of the Nominal Amount of the Notes.

73.4 Additional Definitions:

73.4.1 Unwind Value

Means on any day, in respect of each Note, an amount calculated by the Calculation Agent in its sole discretion equal to:

- (A) the sum of the Settlement Currency Equivalents of the value of each of the Underlying Components of the Notes (as defined below) on such day, determined by the Calculation Agent in its sole discretion, acting in a commercially reasonable manner, which may be either positive or negative minus any Trigger Unwind Costs (as defined below),

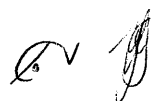
multiplied by

- (B) a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount.

73.4.2 Underlying Components

It is recorded that this Note is made up of underlying components, being a combination of the following instruments (amongst others) held or entered into by the Issuer in its sole discretion in order to hedge its obligations to the Noteholder under these Notes:

- (i) a credit default swap entered into by the Issuer as the seller of protection, referencing the Reference Entity, with a Fixed Rate Payer Calculation Amount and Floating Rate Payer Calculation Amount equal to the Reference Currency Notional Amount;
- (ii) an internal funding arrangement entered into by the Issuer, which funding



arrangement will be denominated in United States Dollars (“USD”); and

- (iii) a cross-currency interest rate swap contract entered into by the Issuer internally in terms of which one of the parties thereto agrees to pay a series of USD denominated payments to the other party in exchange for a series of ZAR denominated payments.

Unless otherwise indicated, capitalised terms used and not otherwise defined in subparagraph (i) of this paragraph 73.4.2 will have the meaning as defined in the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc.

73.4.3 Trigger Unwind Costs

Means an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer or gains, including funding benefits, actually realised by the Issuer, in which case expressed as a negative number, in connection with the redemption of the Notes and the related unwind, termination, settlement, amendment or reestablishment of any hedge or related trading position (which for the avoidance of doubt may include, but shall not be limited to, instruments of the type referred to in paragraph 25 above), provided that on any day on which the Unwind Value is required to be determined where the Notes are not being redeemed on such day, the Trigger Unwind Costs will be determined based on the Calculation Agent’s estimate of what such costs, expenses, taxes, duties or gains would be if the Notes were to be redeemed on such day and assuming that the relevant hedges or related trading positions would be unwound, terminated, settled, amended or re-established, as the case may be.

73.4.4 Reference Currency

USD

73.4.5 Reference Currency Notional Amount

Means USD726,000

73.4.6 Settlement Equivalent Currency

Means, in respect of any amount denominated in the Settlement Currency, such Settlement Currency amount and in respect of any amount denominated in a currency other than the Settlement Currency (the “**Other Currency**”), the amount of the Other Currency converted

into the Settlement Currency at the spot rate of exchange (as determined by the Calculation Agent in its sole discretion) as at the date on which the Settlement Currency Equivalent is required to be determined, or in such other commercially reasonable manner as the Calculation Agent shall determine.

Application is hereby made to list this issue of Notes on the JSE as from 02 October 2015.

Signed at Johannesburg on this the 30th day of September 2015.

For and on behalf of
THE STANDARD BANK OF SOUTH AFRICA LIMITED

By: 

Name: H.G.A. Swerman
Who warrants his/her authority hereto.

For and on behalf of
THE STANDARD BANK OF SOUTH AFRICA LIMITED

By: 

Name: C HONEY
Who warrants his/her authority hereto.