



**The Standard Bank of South Africa Limited**

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

**Issue of**

**CLN671 ZAR7,700,000 Transnet SOC Limited Listed Notes due 19 August 2025**

**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 10 January 2019 (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	685
	(b) Tranche Number	1
4.	Aggregate Nominal Amount	ZAR7,700,000
5.	Redemption/Payment Basis	Credit Linked
6.	Interest Payment Basis	Floating Rate
7.	Interim Amount Payment Basis	Not applicable
8.	Form of Notes	Uncertificated Notes
9.	Automatic/Optional Conversion from one Interest Payment Basis to another	Not applicable
10.	Issue Date	08 May 2020
11.	Trade Date	30 April 2020
12.	Business Centre	Johannesburg
13.	Additional Business Centre	Not applicable
14.	Specified Denomination	ZAR100,000
15.	Calculation Amount	ZAR7,700,000

16.	Issue Price	100%
17.	Interest Commencement Date	Issue Date
18.	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 Determination Committee Extension</i> ) and Credit Linked Condition 9 ( <i>Maturity Date Extension</i> ).
19.	Payment Currency	ZAR
20.	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.
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.	Settlement Agent	The Standard Bank of South Africa Limited
25.	Business Address of the Calculation Agent, Paying Agent, Settlement Agent and Transfer Agent	1 <sup>st</sup> Floor, East Wing, 30 Baker Street, Rosebank, Johannesburg, 2196
26.	Final Redemption Amount	Nominal Amount
27.	Unwind Costs	Standard Unwind Costs
	<b>PARTLY PAID NOTES</b>	Not applicable
	<i>Paragraphs 28-31 are intentionally deleted</i>	
	<b>INSTALMENT NOTES</b>	Not applicable
	<i>Paragraphs 32-33 are intentionally deleted</i>	
	<b>FIXED RATE NOTES</b>	Not applicable
	<i>Paragraph 34 is intentionally deleted</i>	
	<b>FLOATING RATE NOTES</b>	Applicable
35.	(a) Interest Payment Date(s)	Each 19 February, 19 May, 19 August and 19 November of each year until the Maturity Date, with the first Interest Payment Date being 19 August 2020, or, if such day is not a Business Day, the Business Day on which the 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)	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 (Issue Date) and end on (but exclude) the following Interest Payment Date and the last Interest Period shall end on (but exclude) the last Interest Payment Date (Scheduled Maturity Date) (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
	(c) Definitions of Business Day (if different from that set out in Condition 1 ( <i>Interpretation and General Definitions</i> ))	Not applicable
	(d) Interest Rate(s)	Reference Rate 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 method of calculating interest (e.g. Day Count Fraction, rounding up provision, if different from Condition 6.2 ( <i>Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes</i> ))	Not applicable
36.	Manner in which the Interest Rate is to be determined	Screen Rate Determination
37.	Margin	3.50%
38.	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

39. If Screen Rate Determination:
- |     |  |  |
|-----|--|--|
| (a) | Reference Rate<br>(including relevant<br>period by reference to<br>which the Interest Rate is<br>to be calculated) | three-month ZAR-JIBAR-SAFEX  |
| (b) | Interest Rate<br>Determination Date(s)   | Each 19 February, 19 May, 19 August and 19<br>November of each year, commencing on the Issue<br>Date until the Maturity Date |
| (c) | Relevant Screen Page   | Reuters page SAFEY or any successor page   |
| (d) | Relevant Time  | 11h00 (Johannesburg time)  |
| (e) | Specified Time   | 12h00 (Johannesburg time)  |
| (f) | Reference Rate Market  | As set out in Condition 1 ( <i>Interpretation and General<br/>Definitions</i> )  |
40. If Interest Rate to be calculated otherwise than by reference to paragraph 38 or 39 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,<br>rounding provisions and<br>any other terms relating<br>to the method of<br>calculating interest for<br>Floating Rate Notes | Not applicable |
41. If different from Calculation Agent, agent responsible for calculating amount of principal and interest

**EQUITY LINKED INTERIM AMOUNT NOTE PROVISIONS** Not applicable

*Paragraph 42 is intentionally deleted*

**MIXED RATE NOTES** Not applicable

*Paragraph 43 is intentionally deleted*

**ZERO COUPON NOTES** Not applicable

*Paragraph 44 is intentionally deleted*

**INDEXED NOTES** Not applicable

*Paragraph 45 is intentionally deleted*

**EQUITY LINKED REDEMPTION PROVISIONS** Not applicable

*Paragraph 46 is intentionally deleted*

**FX LINKED INTEREST NOTES** Not applicable

*Paragraph 47 is intentionally deleted*

**EXCHANGEABLE NOTES** Not applicable

*Paragraphs 48-53 are intentionally deleted*

**CREDIT LINKED NOTE PROVISIONS**

- |     |   |  |
|-----|---|--|
| 54. | Credit Linked Notes   | Applicable   |
|     | (a) Scheduled Maturity Date   | 19 August 2025   |
|     | (b) Reference Entity(ies)   | Transnet SOC Limited   |
|     | (c) Reference Obligation(s)   | Standard Reference Obligation: Not applicable  |
|     |   | Seniority Level: Senior Level  |
|     |   | The obligations identified as follows:   |
|     |   | Issuer: Transnet SOC Limited   |
|     |   | Maturity: 19 August 2025   |
|     |   | Coupon: 9.50%  |
|     |   | CUSIP/ISIN: ZAG000079344   |
|     |   | Original Issue Amount: ZAR7,399,000,000  |
|     | (d) Financial Information of the Guarantor/Issuer of the Reference Obligation | The Issuer of the Reference Obligation is listed on the Interest Rate Market of the JSE Limited and therefore, as per rule 4.22(cc)(iv)(1) of the JSE Debt Listings Requirements, no additional information is required to be provided herein. |
|     | (e) Credit Linked Reference Price   | 100%   |
|     | (f) Credit Event Determination Date   | Credit Event Notice: Applicable  |

Notice of Physical Settlement: Applicable

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

Public Sources of Publicly Available Information: Applicable

Specified Number of Public Sources: 2

(g) Credit Events

The following Credit Events shall apply:

Bankruptcy

Failure to Pay

Grace Period Extension: Applicable

Grace Period: 30 calendar days

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 (*Credit Event Notice After Restructuring Credit Event*): Not applicable

(h) Credit Event Backstop Date Not applicable

(i) Calculation Agent City Johannesburg

(j) All Guarantees Applicable

(k) Obligation(s)

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

(l) Accrual of interest upon Credit Event Not applicable

(m) Financial Reference Entity Terms Applicable

(n) Subordinated European Insurance Terms Not applicable

(o) Reference Obligation Only Termination Amount Applicable, at the Aggregate Nominal Amount plus any accrued interest received by a holder of a face amount of the Reference Obligation equal to the Aggregate Nominal Amount (if any) less Unwind Costs

(p) Settlement Method Physical Settlement

(q) Fallback Settlement Method Not applicable

**Terms Relating to Cash Settlement:** Not applicable

**Terms Relating to Physical Settlement:** Applicable

(a) Physical Settlement Date As specified in Credit Linked Condition 12 (*Credit Linked Definitions*)

(b) Physical Settlement Period As specified in Credit Linked Condition 12 (*Credit Linked Definitions*)

(c) Entitlement Exclude Accrued Interest

(d)	Deliverable Obligation(s)	Deliverable Obligation Category (Select only one)	Deliverable Obligation Characteristics (Select all that apply)
		<input type="checkbox"/> Payment <input type="checkbox"/> Borrowed Money <input checked="" type="checkbox"/> Reference Obligations Only <input type="checkbox"/> Bond <input type="checkbox"/> Loan	<input type="checkbox"/> Not Subordinated <input type="checkbox"/> Specified Currency <input type="checkbox"/> Not Sovereign Lender <input type="checkbox"/> Not Domestic Currency [Domestic Currency means [ ]] <input type="checkbox"/> Not Domestic Law
		<input type="checkbox"/> Bond or Loan	<input type="checkbox"/> Listed <input type="checkbox"/> Not Domestic Issuance <input type="checkbox"/> Assignable Loan
			<input type="checkbox"/> Consent Required Loan <input type="checkbox"/> Direct Loan Participation Qualifying Participation Seller: [ ] <input type="checkbox"/> Transferable <input type="checkbox"/> Maximum Maturity [ ] <input type="checkbox"/> Accelerated or Matured <input type="checkbox"/> Not Bearer

- (e) Asset Package Delivery    Applicable
- (f) Sovereign No Asset Package Delivery    Not applicable
- (g) Additional Deliverable Obligations    Not applicable
- (h) Excluded Deliverable Obligations    Not applicable



- (i) Other terms      Applicable. The words “in consultation with the Noteholder” shall be inserted after the words “the Calculation Agent” -
- (a) in the first line of Clause 4.5 of the Physical Settlement Provisions; and
  - (b) in the third line of the definition of “Undeliverable Obligation” in Credit Linked Condition 12.
- (j) Other Provisions      Applicable. The following definitions as set out in Credit Linked Condition 12 shall be deleted in their entirety and replaced with the following –
- “Non-Transferable Instrument” means any Asset which the Noteholder determines for any reason it is impossible, impracticable or illegal for it to take Delivery of.”
- “Asset Market Value” means in respect of each Asset which is a Non-Transferable Instrument, the market value thereof determined by the Calculation Agent either –
- (i) by reference to firm bid quotes from dealers in the types of Assets for which quotations are to be obtained, the Calculation Agent shall attempt to obtain quotations from five or more dealers and such quotes to be obtained on a Business Day selected by the Calculation Agent within 5 (five) Business Days of the date on which the Noteholder advises the Issuer in writing that the relevant Asset is a Non-Transferable Instrument (“the Asset Valuation Date”), provided that (x) if only one quote is obtained, the market value shall be that quotation and (y) if more than one quote is obtained, the market value shall be the quotation that is closest to the arithmetic mean of the quotations obtained; or
  - (ii) by reference to any firm bids obtained and provided by the Noteholder; or
  - (iii) where the Calculation Agent is not able to obtain any firm bid quotes from (a) dealers as envisaged in (i) or (b) the Noteholder as envisaged in (ii), then the Calculation Agent will determine the market value by obtaining at least 5 (five) indicative quotations on the same Business Day within 5 (five) Business Days of the Asset

Valuation Date and the arithmetic mean of such indicative quotations, (disregarding the indicative quotation having the highest and lowest values), will constitute the market value, failing which the market value of the relevant Asset shall be zero.”

**FX LINKED REDEMPTION NOTES** Not applicable

*Paragraph 55 is intentionally deleted*

**OTHER NOTES**

56. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Indexed Notes, Exchangeable Notes, Credit Linked Notes, Equity Linked Notes or FX 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**

57. Redemption at the Option of the Issuer (Call Option) Not applicable

58. Redemption at the option of the Noteholders (Put Option) Not applicable

59. 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*)) Applicable as set out in Condition 7.7 (*Early Redemption Amounts*)

**GENERAL**

60. Material Changes As at the date of this Applicable Pricing Supplement, 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 for the twelve months ended 31 December 2019. As at the date of this Applicable Pricing Supplement, there has been no involvement by KPMG Incorporated and/or PricewaterhouseCoopers Incorporated, the auditors of the Issuer, in making the aforementioned statement.

61. Other terms or special conditions Not applicable
62. Board approval for issuance of Notes obtained As per delegated authority
63. United States selling restrictions Regulation S. Category 2; TEFRA D: Not applicable
64. Additional selling restrictions Not applicable
65. (a) International Securities Identification Number (ISIN) ZAG000167982
- (b) Common Code Not applicable
- (c) Instrument Code CLN671
66. (a) Financial Exchange JSE Limited
- (b) Relevant sub-market of the Financial Exchange Interest Rate Market
- (c) Clearing System Strate Proprietary Limited
67. If syndicated, names of managers Not applicable
68. Receipts attached? If yes, number of Receipts attached No
69. Coupons attached? If yes, number of Coupons attached No
70. Credit Rating assigned to the Issuer/Notes/Programme (if any) Moody's Investor Services Inc ratings assigned to the Issuer: Ba2

## Additional Ratings Information

	Short-term	Long-term	Outlook
Foreign currency deposit rating	NP	Ba1	Negative
Local currency deposit rating	NP	Ba1	Negative
National rating	P-1.za	Aa1.za	

71. Date of Issue of Credit Rating and Date of Next Review Moody's ratings obtained on 31 March 2020.
72. Stripping of Receipts and/or Coupons prohibited as provided in Condition 13.4 (*Prohibition on Stripping*)? Not applicable

73.	Governing law (if the laws of South Africa are not applicable)	Not applicable
74.	Other Banking Jurisdiction	Not applicable
75.	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	17h00 on 13 February, 13 May, 13 August and 13 November of each year, until the Maturity Date. If such day is not a Business Day, the Business Day before each books closed period
	Books closed period	The "books closed period" (during which the Register will be closed) will be from each 14 February, 14 May, 14 August and 14 November of, until the applicable Interest Payment Date.
76.	Stabilisation Manager (if any)	Not applicable
77.	Method of Distribution	Private Placement
78.	Total Notes in Issue (including current issue)	ZAR46,338,808,765.93. The Issuer confirms that aggregate Nominal Amount of all Notes Outstanding under this Programme is within the Programme Amount.
79.	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 <b>Withdrawal Event</b>).</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>
80.	Responsibility Statement	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 false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the 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 the annual financial statements and the Applicable Pricing Supplement and the annual reports and any amendments or any supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of this Applicable Pricing Supplement and any amendments or any supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of any of the Applicable Pricing Supplement and any amendments or any 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 debt securities is not to be taken in any way as an indication of the merits of the Issuer or of any of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.


- |     |                                  |  |
|-----|----------------------------------|--|
| 81. | Listing and Admission to Trading | The Issuer has no duty to maintain the listing (if any) of the Notes on the relevant stock exchange(s) over their entire lifetime. Notes may be suspended from trading and/or de-listed at any time in accordance with applicable rules and regulations of the relevant stock exchange(s). |
| 82. | Use of Proceeds                  | As specified in the Programme Memorandum   |
| 83. | Other provisions                 | Not applicable   |

This Pricing Supplement may be signed in counterparts and each signed copy will together constitute one document.


Application is hereby made to list this issue of Notes on the JSE as from 08 May 2020.

Signed at Johannesburg on this 6th day of May 2020.

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

By:   
Name: Kaylin Langley  
Capacity: Senior Legal Manager  
Who warrants his/her authority hereto.

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

By:   
Name: Jason Costa  
Capacity: Executive: Global Markets  
Who warrants his/her authority hereto.