

The Standard Bank of South Africa Limited

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

Issue of CLN410 ZAR100,000,000 Old Mutual Plc due 20 September 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

| ĩ. | Issuer | The Standard Bank of South Africa Limited |
|-----|--|---|
| 2. | Status of the Notes | Senior |
| 3. | (a) Series Number | 316 |
| | (b) Tranche Number | Ī |
| 4. | Aggregate Nominal Amount | ZAR100,000,000 |
| 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 | 10 July 2015 |
| 10. | Trade Date | 03 July 2015 |
| 11. | Business Centre | Johannesburg |
| 12. | Additional Business Centre | Not applicable |
| 13. | Specified Denomination | ZAR1,000,000 |
| 14. | Calculation Amount | ZAR100,000,000 |



| 15. | Issue Price | ZAR100,000,000 |
|------|---|---|
| 16. | Interest Commencement Date | Issue Date |
| 17. | Maturity Date | The Scheduled Maturity Date, subject as provided in Credit Linked Condition 6 (Repudiation/Moratorium Extension), Credit Linked Condition 7 (Grace Period Extension), Credit Linked Condition 8 (Credit Derivatives Determinations Committee Extension) and Credit Linked Condition 9 (Maturity Date Extension) |
| 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. |
| PART | LY 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)

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 No 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 September 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 No.

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 Scree is to be determined

Screen Rate Determination

- 35. Margin 3.00%
- 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 three month ZAR-JIBAR-SAFEX relevant period by reference to which the Interest Rate is to be calculated)
 - (b) Interest Determination 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 SAFEY 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, Not applicable rounding provisions and



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

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

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

ZERO COUPON NOTES

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

INDEXED NOTES

(f)

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

different from the Calculation Agent, agent



responsible for calculating amount of principal and interest

(g) Provisions where Not applicable calculation by reference to index and/or formula is impossible or impracticable

(h) Minimum Interest Rate Not applicable

(i) Maximum Interest Rate Not applicable

(j) Other terms relating to the Not applicable calculation of the Interest Rate

EXCHANGEABLE NOTES

43. Mandatory Exchange applicable? No

44. Noteholders' Exchange Right No applicable?

45. Exchange Securities Not applicable

46. Manner of determining Exchange Not applicable Price

47. Exchange Period Not applicable

48. Other Not applicable

CREDIT LINKED NOTE PROVISIONS

49. Credit Linked Note Applicable

(a) Scheduled Maturity Date 20 September 2020

(b) Reference Entity(ies) Old Mutual Plc

(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 100%

Price

(e) Credit Event Notice: applicable

Determination Date



| | | 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 |
| | | 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) |
| | | [] Payment [X] Not Subordinated |
| | | [X] Borrowed Money [] Specified Currency [|
| | | [] Reference Obligations [] Not Sovereign Lender |



| | | Only | |
|---------|--|--|---|
| | | [] Bond | [] Not Domestic Currency [Domestic Currency means []] |
| | | [] Loan | [] Not Domestic Law |
| | | [] Bond or Loan | [] Listed |
| | | | [] Not Domestic Issuance |
| | Additional Obligations | Not applicable | |
| | Excluded Obligations | None | |
| (k) | Accrual of interest upon Credit Event | Not applicable | |
| (1) | Financial Reference Entity Terms | Not applicable | |
| (m) | Subordinated European Insurance Terms | Not applicable | |
| (n) | Reference Obligation Only Termination Amount | Not applicable | |
| (0) | Settlement Method | "Cash Settlement Amount" | ded that the definition of will be amended as set out "Terms Relating To Cash |
| | | Local Market Variation: Ap | plicable |
| (p) | Fallback Settlement Method | Settlement Amount" will | that the definition of "Cash be amended as set out in "Terms Relating To Cash |
| Relatin | g to Cash Settlement: | | |
| (a) | Final Price (if different from the definition in the Programme Memorandum) | As specified in Credit Li Linked Definitions). | nked Condition 12 (Credit |
| (b) | Valuation Date | Single Valuation Date: | |
| | | Within 60 Business Days | |
| (c) | Valuation Obligation Observation Settlement Period | Not applicable | |
| (d) | Valuation Time | 11:00 a.m. | |



Terms

(e) Quotation Method Bid

(f) Quotation Amount Representative Amount

(g) Minimum Quotation Zero Amount

(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

If the Notes are not Partly Paid 50. Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes. Indexed Notes 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 Applicable, subject to the provisions of paragraph



Issuer (Call Option)

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

3 Business Days' notice in writing

- (c) Minimum period of notice (if different from Condition 7.3 (Early Redemption at the option of the Issuer (Call Option))
- (d) If redeemable in part:
 - (i) Minimum Redemption Amount

Not applicable

(ii) Higher Redemption Amount

Not applicable

- (e) Other terms applicable on Redemption
- 52. Redemption at the option of the Noteholders (Put Option)

Not applicable

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 Not applicable Notes obtained
- 56. Additional selling restrictions Not applicable

| 57. | (a) | International Securities Numbering (ISIN) | ZAG000127911 | |
|-----|------------------------------------|---|---|--|
| | (b) | Stock Code | CLN410 | |
| 58. | (a) | Financial Exchange | JSE Limited | |
| | (b) | Relevant sub-market of the Financial Exchange | Interest Rates Market | |
| 59. | If synd | dicated, names of managers | Not applicable | |
| 60. | | ots attached? If yes, number of ots attached | No | |
| 61. | | ons attached? If yes, number of ons attached | No | |
| 62. | Credit | Rating assigned to the /Notes/Programme (if any) | Fitch Ratings Limited | |
| | 18Suei/ | (notes/Frogramme (n any) | Issuer Local: Short term | F1+(ZAF) |
| | | | Long term | AA(zaf) (stable) |
| | | | Issuer International: | |
| | | | Moody's Investor Service Cyprus Limited | |
| | | | Issuer Local: Long-term bank deposit | A1.za |
| | | | Issuer International | Baa2 |
| | | | | |
| 63. | | of Issue of Credit Rating and of Next Review | Fitch ratings obtained on expected in first half 2015 | 17 June 2014. Next review |
| 64. | Stripp Coupe Condi Stripp | ons prohibited as provided in tion 13.4 (<i>Prohibition on</i> | Not applicable | |
| 65. | | rning law (if the laws of South are not applicable) | Not applicable | |
| 66. | Other | Banking Jurisdiction | Not applicable | |
| 67. | mean (durin closed | Day to Register, which shall that the "books closed period" g which the Register will be d) will be from each Last Day Register to the applicable | 17h00 on 09 March, 09 December commencing or | June, 09 September and 09 n 09 September 2015. |



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 September 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)

ZAR27,341,836,080.59. The Issuer confirms that the aggregate Nominal Amount of all Notes Outstanding under this Programme is within the Programme Amount.

71. Rights of Cancellation

The Notes will be delivered to investors on the Issue Date/Settlement Date through the settlement system of Strate provided that:

- (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
- (ii) no event occurs which the Issuer (in its sole discretion) considers may prejudice the issue, the Issuer or the Notes,

(each a Withdrawal Event).

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.

72. 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 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.

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 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

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.

Any holder of these Notes which is subject to

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, 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 (i) 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.

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

73.4.2 Underlying Components



Amount:

- (ii) an internal funding arrangement entered 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 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 USD8,140,000 |
| 73.4.6 | Settlement Currency Equivalent | 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 10 July 2015.

Signed at Johannesburg on this the 08th day of July 2015.

For and on behalf of

THE STANDARD BANK OF SOUTH AFRICA LIMITED

By:

Name: FALLEW MOHAME! Who warrants his/her authority hereto.

For and on behalf of

THE STANDARD BANK OF SOUTH AFRICA LIMITED

By:

Name: H.G.A. SNOWN

Who warrants his/her authority hereto.