

The Standard Bank of South Africa Limited

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

Issue of CLN419 ZAR10,000,000 Old Mutual Plc 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		326	
	(b)	Tranche Number	1	
4.	Aggreg	ate Nominal Amount	ZAR10,000,000	
5.	Redemp	otion/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 D	ate	30 September 2015	
10.	Trade Date		22 September 2015	
11.	Business Centre		Johannesburg	
12.	Additional Business Centre		Not applicable	
13.	Specific	ed Denomination	ZAR1,000,000	
14.	Calculation Amount		ZAR10,000,000	



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 (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 Not applicable (c) Fixed Coupon Amount[(s)] **Initial Broken Amount** Not applicable (d) (e) Final Broken Amount Not applicable (f) Any other terms relating to Not applicable the particular method of calculating interest

Interest Payment Date(s)

FLOATING RATE NOTES

(a)

33.

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).

Each 20 March, 20 June, 20 September and 20

(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

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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	Screen Rate Determination
	is to be determined	

35. Margin 3.9%

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

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

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

MIXED RATE NOTES

Period(s) during which the interest 40. 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 Not applicable for determining amount(s) payable

INDEXED NOTES

(f)

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

Calculation Agent, agent

If different from the Not applicable



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 December 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

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		Notice of Physical Settlemen	nt: not applicable	
		Notice of Publicly Availab and if applicable:	le Information: applicable,	
		Public Sources of Public applicable	ely Available Information	
		Specified Number of Public Sources: 2		
(f)	Credit Events	The following Credit Event[s] shall apply:	
		Bankruptcy		
		Failure to Pay		
		Grace Period Ex	stension: applicable	
		Payment Requir	rement: ZAR10,000,000	
		Obligation Acceleration		
		Repudiation/Moratorium		
		Restructuring		
		Default Require	ement: ZAR25,000,000	
		Multiple Ho Applicable	older Obligation: Not	
		Mod R: Not Ap	plicable	
		Mod Mod R: No	ot Applicable	
		Credit Linked Applicable	d Condition 13: Not	
(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	[] 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
rms	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

Quotation Method Bid (e)

(f) **Quotation Amount** Representative Amount

(g) Minimum Quotation Zero

Amount

(h) Indicative Quotation Not applicable

"Quotation Dealer" shall include both South African Quotation Dealer(s) (i)

dealers and Quotation Dealers other than South African

dealers.

ZAR **Settlement Currency** (i)

(k) Cash Settlement Date 5 Business Days

As specified in Credit Linked Condition 12 (Credit Cash Settlement Amount (1)

> 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**

Valuation Method Highest (n)

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

OTHER NOTES

50. If the Notes are not Partly Paid Not applicable Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Indexed Notes, 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.

PROVISIONS REGARDING REDEMPTION/MATURITY

Redemption at the Option of the Applicable, subject to the provisions of paragraph 51.

Issuer (Call Option)

73.2 below

If applicable:

Optional (a) Date(s) (Call)

Redemption

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:
 - Minimum Redemption Not applicable Amount

- (ii) Higher Redemption Not applicable Amount
- (e) Other terms applicable on Not applicable Redemption
- 52. Redemption at the option of the Not Applicable Noteholders (Put Option)
- 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. International Securities ZAG000129974 (a) Numbering (ISIN)

	(b)	Stock Code	CLN419		
58.	(a)	Financial Exchange	JSE Limited		
	(b)	Relevant sub-market of the Financial Exchange	Interest Rates Market		
59.	If sync	licated, 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.		Rating assigned to the 'Notes/Programme (if any)	Moody's Investor Service Cyprus Limited		
			Issuer Local: Long-term bank deposit	A1.za	
			Issuer International	Baa2 (stable)	
63.		of Issue of Credit Rating and of Next Review	Moody's ratings obtained	on 10 November 2014.	
64.	Stripp Coupc Condi Stripp	ons prohibited as provided in tion 13.4 (<i>Prohibition on</i>	Not applicable		
65.		ning law (if the laws of South are not applicable)	Not applicable		
66.	Other	Banking Jurisdiction	Not applicable		
67.	mean (durin closed to R	Day to Register, which shall that the "books closed period" g which the Register will be be will be from each Last Day Register to the applicable ent Day until the date of aption	17h00 on 09 March, 09 June, 09 September and 09 December commencing on 09 December 2015.		
	Books	s closed period	will be closed) will be from 10 September and 10 De	" (during which the Register om each 10 March, 10 June, ecember commencing on 10 applicable Interest Payment	
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Stabilisation Manager (if any)

68.

Not applicable

69. Method of Distribution

Private Placement

70. Total Notes in Issue (including current issue)

ZAR21,235,086,358.91. 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

73.2 Optional Early Redemption Trigger

73.3 Additional Risk Factors

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.

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.

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.

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

73.4.2 Underlying Components

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(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

Equivalent

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 Amount	Notional	Means USD729,528
73.4.6	Settlement	Currency	Means, in respect of

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 30 September 2015.

Signed at Johannesburg on this the 29th day of September 2015.

For and on behalf of

THE STANDARD BANK OF SOUTH AFRICA LIMITED

By:

Name: J. G.A. Saywww Who warrants his/her authority hereto.

For and on behalf of

THE STANDARD BANK OF SOUTH AFRICA LIMITED

Ву:

Name: C. HONEY

Who warrants his/her authority hereto.