



The Standard Bank of South Africa Limited

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

Issue of

**CLN625 ZAR600,000,000 Eskom Holdings SOC Limited Listed Notes due 25 January 2023
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	619
	(a) Tranche Number	1
4.	Aggregate Nominal Amount	ZAR600,000,000
5.	Redemption/Payment Basis	Credit Linked
6.	Interest Payment Basis	Fixed 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 November 2019
11.	Trade Date	01 November 2019
12.	Business Centre	Johannesburg
13.	Additional Business Centre	Not applicable
14.	Specified Denomination	ZAR100,000
15.	Calculation Amount	ZAR600,000,000

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 st Floor, East Wing, 30 Baker Street, Rosebank, Johannesburg, 2196
26.	Final Redemption Amount	The amount actually received by a holder of a <i>pro rata</i> portion of the Reference Obligation that as of the Issue Date had a face amount equal to the Aggregate Nominal Amount.
27.	Unwind Costs	Standard Unwind Costs
PARTLY PAID NOTES		Not applicable
<i>Paragraphs 28-31 are intentionally deleted</i>		
INSTALMENT NOTES		Not applicable
<i>(Paragraphs 32-33 are intentionally deleted)</i>		
FIXED RATE NOTES		Applicable
28.	(a) Interest Rate(s)	9% nacs per annum payable semi-annually in arrears
	(b) Interest Payment Date(s)	Each 25 January and 25 July until the Maturity Date, with the first Interest Payment Date being 25 January 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)

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| (c) | 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 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) |
| (d) | Fixed Coupon Amount(s) | Not applicable |
| (e) | Initial Broken Amount | Not applicable |
| (f) | Final Broken Amount | Not applicable |
| (g) | Interest Rate Determination Date(s): | 25 January and 25 July of each year, with the first Interest Rate Determination Date being the Interest Commencement Date |
| (h) | Any other terms relating to the particular method of calculating interest | The Day Count Fraction for purposes of calculation of the Interest Amount shall be Actual/365 (Fixed) |

FLOATING RATE NOTES

Not applicable

Paragraphs 35-41 are intentionally deleted

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	25 January 2023
(b)	Reference Entity(ies)	Eskom Holdings SOC Limited
(c)	Reference Obligation(s)	Standard Reference Obligation: Not applicable
		Seniority Level: Senior Level
		The obligation identified as follows:
	Issuer:	Eskom Holdings SOC Limited
	Guarantor:	Republic of South Africa
	Maturity:	25 January 2023
	Coupon:	10%
	CUSIP/ISIN:	ZAG000074212
	Original Issue Amount:	ZAR18,500,000,000
(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

Obligation Default

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 Applicable

(i) Calculation Agent City Johannesburg

(j) All Guarantees Not applicable

(k) Obligation(s)

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

(n) Subordinated European Insurance Terms Not applicable

(o) Reference Obligation Only Termination Amount Applicable, at the Aggregate Nominal Amount 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:

(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"/> Not Subordinated
<input type="checkbox"/> Borrowed Money	<input type="checkbox"/> Specified Currency <input type="checkbox"/>
<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 <input type="checkbox"/> Assignable Loan
	<input type="checkbox"/> Consent Required Loan <input type="checkbox"/> Direct Loan Participation Qualifying Participation Seller: <input type="checkbox"/> <input type="checkbox"/> Transferable <input type="checkbox"/> Maximum Maturity [] <input type="checkbox"/> Accelerated or Matured <input type="checkbox"/> Not Bearer

- (e) Asset Package Delivery Not applicable
- (f) Sovereign No Asset Package Delivery Not applicable
- (g) Additional Deliverable Obligations Not applicable
- (h) Excluded Deliverable Obligations Not applicable
- (i) Other terms Not applicable
- (j) Other Provisions Not applicable

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
- Not applicable

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.

PROVISIONS REGARDING REDEMPTION/MATURITY

57. Redemption at the Option of the Issuer (Call Option) Applicable, subject to the provisions of paragraph 83.1 below.

If applicable:

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| (a) | Optional Redemption Date(s) (Call) | The day which is 5 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 83.1 below (the “Optional Redemption Notice”). |
| (b) | Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s) | The Holding, less a portion of the Holding with a market value as determined by the Calculation Agent, in its sole discretion, acting in a commercially reasonable manner, as close as reasonably practicable to the date of delivery of Optional Redemption Notice, equal to (x) any Unwind Costs and (y) any costs, taxes, duties and/or expenses (including without limitation, stamp duty and stamp duty reserve tax) of effecting any delivery of the Holding, for settlement or delivery on the Optional Redemption Date (Call). |
| (c) | Minimum period of notice (if different from Condition 7.3 (<i>Early Redemption at the option of the Issuer (Call Option)</i>)) | 5 Business Days |
| (d) | If redeemable in part: | Not applicable |
| (i) | Minimum Redemption Amount(s) | Not applicable |
| (ii) | Higher Redemption Amount(s) | Not applicable |
| (e) | Other terms applicable on Redemption | Not applicable |
58. Redemption at the option of the Noteholders (Put Option) Not applicable
59. Early Redemption Amount(s) payable on redemption for taxation Applicable and as set out in Condition 7.7 (*Early Redemption Amounts*)

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*))

GENERAL

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| 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 2018. 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: Not applicable |
| 64. | Additional selling restrictions | Not applicable |
| 65. | (a) International Securities Identification Number (ISIN) | ZAG000164112 |
| | (b) Common Code | Not applicable |
| | (c) Instrument Code | CLN625 |
| 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: |

	Short-term	Long-term	Outlook
Foreign currency deposit rating	P-3	Baa3	Stable
Local currency deposit rating	P-3	Baa3	Stable
National rating	P-1.za	Aa1.za	

71. Date of Issue of Credit Rating and Date of Next Review Moody's ratings obtained on 12 June 2017. Moody's changed the outlook to stable on 27 March 2018.
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
- Books closed period
- The "books closed period" (during which the Register will be closed) will be from each 20 January and 20 July, 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) ZAR40,693,208,949.13. The Issuer confirms that aggregate Nominal Amount of all Notes Outstanding under this Programme is within the Programme Amount.
79. 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.

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

83.1 Optional Additional Early Redemption Event If at any time on any day prior to the redemption of these Notes, the Calculation Agent determines that an Additional Early Redemption Event has occurred or exists, the Issuer may elect, in its sole and absolute discretion, regardless of whether or not such Additional Early Redemption Event is continuing 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 57 above) by delivering the Optional Redemption Notice.

83.2 Additional Risk Factors The Redemption at the Option of the Issuer (Call Option) 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 of the occurrence or existence of an Additional Early Redemption Event.

83.3 Additional Definitions

83.3.1 Additional Early Redemption Event Means, with respect to the Reference Obligation, any of the following events –

- (a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest, or (ii) the payment of principal; or
- (d) a change in the ranking in priority of payment of any obligation, causing the subordination of the Reference Obligation;
- (e) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Obligation;
- (f) a mandatory cancellation, conversion or exchange; or

- (g) any event which has an analogous effect to any of the events specified in paragraphs (a) to (f) above.

83.3.2 Holding

Means either:

- (a) a *pro rata* portion of the Reference Obligation that as of the Issue Date had a face amount equal to the Aggregate Nominal Amount; or
- (b) any obligation, equity, amount of cash, security, fee, right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists), in the proportion received or retained by a holder of a face amount of the Reference Obligation equal to the Aggregate Nominal Amount as of the Issue Date, immediately prior to the occurrence of an Additional Early Redemption Event.

Application is hereby made to list this issue of Notes on the JSE as from 08 November 2019.

Signed at Johannesburg on this 7th day of November 2019.

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

By:

Name: *KAYLON CANACEY*
Capacity: *SENIOR LEGAL MANAGER*
Who warrants his/her authority hereto.

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

By:

Name: *JACOB GERT*
Capacity: *EXECUTIVE : GM*
Who warrants his/her authority hereto.