



The Standard Bank of South Africa Limited

(Incorporated with limited liability under Registration Number 1962/000738/06 in the Republic of South Africa)

**Issue of
SBC003 ZAR110,000,000 Eskom Holdings SOC Limited Listed Notes due 20 December 2028
Under its ZAR120,000,000,000 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 26 January 2021 (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	1307
	(b) Tranche Number	1
4.	Aggregate Nominal Amount	ZAR110,000,000
5.	Redemption/Payment Basis	Credit and Index Linked
6.	Interest Payment Basis	Not Applicable
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	27 December 2023
11.	Trade Date	14 December 2023
12.	Business Centre	Johannesburg
13.	Additional Business Centre	Not Applicable
14.	Specified Denomination	ZAR100,000 and integral multiples of ZAR1 thereafter

15.	Calculation Amount	ZAR110,000,000
16.	Issue Price	100%
17.	Interest Commencement Date	Not Applicable
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 Determinations 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	Means an amount calculated by the Calculation Agent equal to: Aggregate Nominal Amount x (Index _{Final} / Index _{Initial} + 13.75%) – Hedging Costs, where Hedging Costs = The amount, as determined by the Calculation Agent, acting in a commercially reasonable manner, and the Calculation Agent may take into account any firm bids provided by the Noteholders for ZAR denominated Republic of South Africa Government or Government Guaranteed bonds, that represents the Issuer’s cost of closing out any position in instruments used to hedge its obligations to pay any Index linked amounts in these Notes. Index = the JSE ASSA Vanilla Index “ALBI” Index Currency: South African Rand (ZAR)

$Index_{final}$ = the value of the Index as published by the JSE on 15 December 2028 (the “**End Date**”), for valuation date 20 December 2028

$Index_{initial}$ =933.308, being the value of the Index as published by the JSE on 14 December 2023, for valuation date 20 December 2023

The Index level is published daily and is available on Bloomberg (Code: ALBTR Index) and at <https://www.lseg.com/en/ftse-russell/indices/jse>.

Index Sponsor: FTSE Russell and JSE Limited

Index Calculator: FTSE Russell and JSE Limited

Information pertaining to the Index can be found on the Index’s website: https://www.lseg.com/content/dam/ftse-russell/en_us/documents/ground-rules/ftse-jse-fixed-income-index-series-ground-rules.pdf. As of the Issue Date, the aforementioned information can be obtained from the aforementioned website. The Issuer shall not however be responsible for: (i) such information (a) remaining on such website, (b) being removed from such website or (c) being moved to another location and/or (ii) the correctness and/or completeness of such information.

Information on the Index can be obtained on the public website for the Johannesburg Stock Exchange (“JSE”). The relevant Universal Resource Locator (URL) (that is the text that a Noteholder will type into the Noteholder’s internet browser when she or he wants to go to the website) is:

<https://www.jse.co.za/albi>

Any change to the Index will be published on the above website and communicated to visitors to the website.

27. Unwind Costs

Standard Unwind Costs

PARTLY PAID NOTES

Not Applicable

Paragraphs 28-31 are intentionally deleted

INSTALMENT NOTES

Not Applicable

Paragraphs 32-33 are intentionally deleted

FIXED RATE NOTES

Not Applicable

Paragraph 34 is intentionally deleted

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 Applicable

54. Credit Linked Notes

- | | | |
|-----|-------------------------|---|
| (a) | Scheduled Maturity Date | 20 December 2028 |
| (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
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Maturity:	10 August 2028
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	Coupon:	6.35%
	CUSIP/ISIN:	XS1864523300
	Original Issue Amount:	USD1,000,000,000
(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 4.32(c)(i) 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: Failure to Pay Grace Period Extension: Applicable Grace Period: 30 days Payment Requirement: ZAR10,000,000 Obligation Default Obligation Acceleration Governmental Intervention 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 Applicable

(k) Obligation(s)

Obligation Category (Select only one)	Obligation Characteristics (Select all that apply)
<input type="checkbox"/> Payment	<input checked="" type="checkbox"/> Not Subordinated
<input type="checkbox"/> Borrowed Money	<input type="checkbox"/> Specified Currency <input type="checkbox"/>
<input type="checkbox"/> Reference Obligations Only	<input type="checkbox"/> Not Sovereign Lender
<input type="checkbox"/> Bond	<input checked="" type="checkbox"/> Not Domestic Currency
<input type="checkbox"/> Loan	<input checked="" type="checkbox"/> Not Domestic Law
<input checked="" type="checkbox"/> Bond or Loan	<input type="checkbox"/> Listed
	<input checked="" 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) 2019 Narrowly Tailored Credit Event Provisions Not Applicable

(p) Additional Provisions for Senior Non-Preferred Reference Obligations Not Applicable

- (q) Reference Only Amount Obligation Termination Not Applicable
- (r) Settlement Method Auction Settlement provided that the definition of “Cash Settlement Amount” is amended as set out in paragraph 85.4.8 below.
Local Market Variation: Applicable
- (s) Fallback Method Settlement Physical Settlement

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 checked="" type="checkbox"/> Not Subordinated
	<input type="checkbox"/> Borrowed Money	<input checked="" type="checkbox"/> Specified Currency <input type="checkbox"/>
	<input type="checkbox"/> Reference Obligations Only	<input type="checkbox"/> Not Sovereign Lender
	<input type="checkbox"/> Bond	<input type="checkbox"/> Not Domestic Currency [Domestic Currency means <input type="checkbox"/>
	<input type="checkbox"/> Loan	<input checked="" type="checkbox"/> Not Domestic Law
	<input checked="" type="checkbox"/> Bond or Loan	<input type="checkbox"/> Listed <input checked="" 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 checked="" type="checkbox"/> Transferable
	<input type="checkbox"/> Maximum Maturity <input type="checkbox"/>
	<input type="checkbox"/> Accelerated or Matured
	<input checked="" type="checkbox"/> Not Bearer

- (e) Asset Package Delivery Not Applicable
- (f) Sovereign No Asset Package Delivery Applicable
- (g) Additional Deliverable Obligations Not Applicable
- (h) Excluded Deliverable Obligations Not Applicable
- (i) Other terms The definition of “Entitlement” in Credit Linked Condition 12 (*Credit Linked Definitions*) is amended as set out in paragraph 85.4.9 below
- (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 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) Applicable, subject to the provisions of paragraph 85.1 below.
- If applicable:
- (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 85.1 below (the “**Optional Redemption Notice**”).
- (b) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s) Unwind Value, determined by the Calculation Agent on the day which is as close as reasonably practicable to the date on which the Issuer delivers the Optional Redemption Notice, for settlement on the Optional Redemption Date (Call).
- (c) Minimum period of notice (if different from Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*)) 5 calendar 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 reasons and/or change of law, increased cost event 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*)) Unwind Value, determined by the Calculation Agent on the day which is as close as reasonably practicable to the relevant date on which the Notes are to be redeemed, for settlement on the relevant date on which the Notes are to be redeemed.

ADDITIONAL FALLBACK PROVISIONS

Not Applicable

60. Additional Fallback Provisions:

Relevant Benchmark

Not Applicable

GENERAL

61. 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 unaudited interim financial statements, dated 30 June 2023. 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.

62. Other terms or special conditions Not Applicable

63. Board approval for issuance of Notes obtained As per delegated authority

64. United States selling restrictions Regulation S. Category 2; TEFRA not applicable

65. Additional selling restrictions Not Applicable

66. (a) International Securities Identification Number (ISIN) ZAG000202367

(b) Common Code Not Applicable

(c) Instrument Code SBC003

67. (a) Financial Exchange JSE Limited

(b) Relevant sub-market of the Financial Exchange Interest Rates Market

(c) Clearing System Strate Proprietary Limited

68. If syndicated, names of managers Not Applicable

69. Receipts attached? If yes, number of Receipts attached No

70. Coupons attached? If yes, number of Coupons attached No

71. Credit Rating assigned to the Issuer/Notes/Programme (if any) Moody's Investor Services Inc ratings assigned to the Issuer: Ba2

Additional Risks Information:	Short-term	Long-term	Outlook
Foreign currency deposit rating	NP	Ba2	Stable
Local currency deposit rating	NP	Ba2	Stable
National rating	P-1.za	Aa1.za	

72. Date of Issue of Credit Rating and Date of Next Review Moody's ratings obtained on 05 April 2022. Review expected semi-annually.
73. Stripping of Receipts and/or Coupons prohibited as provided in Condition 13.4 (Prohibition on Stripping)? Not Applicable
74. Governing law (if the laws of South Africa are not applicable) Not Applicable
75. Other Banking Jurisdiction Not Applicable
76. 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 14 December 2028, or if such day is not a Business Day, the Business Day before the Books Closed Period .
- Books Closed Period The Books Closed Period (during which the Register will be closed) will be from 15 December 2028.
77. Stabilisation Manager (if any) Not Applicable
78. Method of Distribution Private Placement
79. Total Notes in Issue (including current issue) ZAR80,706,466,601.19. The Issuer confirms that aggregate Nominal Amount of all Notes Outstanding under this Programme is within the Programme Amount.
80. 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.

81. 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 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.

82. Listing and Admission to Trading

Application will be made for the Notes to be listed and admitted to trading on the JSE with effect from, the earliest, the Issue Date. No assurances can be given that such application for listing and admission to trading will be granted (or, if granted, will be granted by the Issue Date).

				<p>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).</p>
83.	Use of Proceeds			As specified in the Programme Memorandum
84.	South African Exchange Control			Any holder of these Notes which is subject to the exchange control regulations of the South African Reserve Bank (“ SARB ”) hereby warrants and confirms that it has obtained any necessary approvals from the SARB to hold these Notes and acknowledges and agrees that it is solely responsible for maintaining any such approvals, satisfying any conditions imposed in terms of such approvals and for fulfilling any relevant reporting requirements. Exchange control approval has been granted to the Issuer for the listing of the debt securities.
85.	Other provisions			Applicable
85.1	Optional	Early	Redemption	<p>Trigger</p> <p>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 55% (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 57 above) by delivering the Optional Redemption Notice.</p>
85.2	Additional Risk Factors			<p>Any Unwind Value, Early Redemption Amount, Cash Settlement Amount, Entitlement or Partial 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 (as defined in 85.4.5 below). For the purposes of determining any Unwind Value, Cash Settlement Amount, Early Redemption Amount or the Partial 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 by the Calculation Agent.</p> <p>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</p>

the Settlement Currency, which cannot be predicted. Noteholders 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 55% 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 a Credit 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 55% of the Nominal Amount of the Notes.

85.3 Index Adjustment, Modification or Cancellation

If (i) on or prior to the End Date the JSE or any successor announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that index in the event of changes in constituent stock and capitalisation and other routine events) or (ii) on or prior to the End Date the JSE or any successor announces that it will permanently cancel the Index or (iii) on the End Date (as defined in paragraph 26 above) the JSE fails to calculate and announce the Index ((i), (ii) and (iii) each referred to as an “Index Adjustment Event”), then the Calculation Agent shall be entitled to, as it may determine in its sole discretion, either (a) unwind the Notes at the Unwind Value or (b) calculate the Index final using, in lieu of a published level for that Index, the level for that Index as at the End Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised the Index immediately prior to that Index Adjustment Event.

85.4 Additional Definitions:

85.4.1 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 Equivalent 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.

85.4.2 Underlying Components

Means any instrument(s) held or transaction(s) entered into by the Issuer in its sole discretion in order to hedge its obligations to the Noteholder under these Notes.

Where applicable, the underlying transactions set out above will be subject to the terms of the 2002 ISDA Master Agreement as published by

the International Swaps and Derivatives Association, Inc. (including a Schedule thereto) concluded on the Issuer's standard terms.

85.4.3	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 which are or would be 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 85.4.2 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 or in relation to any hypothetical swaps or instruments, the Trigger Unwind Costs will be determined based on the Calculation Agent's estimate of what such costs, expenses, losses, 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.
85.4.4	Reference Currency	USD
85.4.5	Reference Currency Notional	USD6,000,000
85.4.6	Settlement Currency	ZAR
85.4.7	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.
85.4.8	Cash Settlement Amount	For the purposes of Auction Settlement, "Cash Settlement Amount" means an amount calculated by the Calculation Agent equal to:

$$(N - (A \times B) - C) \times D$$

where:

N is the Aggregate Nominal Amount;

A is the Settlement Currency Equivalent of an amount equal to the Reference Currency Notional as at the date on which the Auction Final Price is published;

B is one minus the Auction Final Price;

C is Unwind Costs; and

D is a fraction equal to the Specified Denomination of each Note divided by the Calculation Amount.

85.4.9 Entitlement

Means in respect of each nominal amount of Notes equal to the Nominal Amount, Deliverable Obligations, as selected by the Issuer, with:

- (a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or
- (b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

in an aggregate amount as of the relevant Delivery Date with a face value equal to the Reference Currency Notional or if the relevant Deliverable Obligations are not denominated in the Reference Currency, the Reference Currency Equivalent of the Reference Currency Notional, less, (i) if Unwind Costs are specified as applying in the Applicable Pricing Supplement and are positive, Deliverable Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to a pro rata share of Unwind Costs and (ii) less, if the Noteholder has instructed that Delivery Expenses be deducted in the calculation of the Entitlement in the Asset Transfer Notice or if the Noteholder has not paid the Delivery Expenses on or prior to the Delivery Expenses Cut-off Date as provided in Credit Linked Condition 4 (Physical Settlement) above, Deliverable Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to Delivery Expenses.

85.4.10 Reference Currency Equivalent

Means, in respect of Deliverable Obligations denominated in a currency other than the Reference


Currency (the “Second Currency”), an amount of the Second Currency converted to the Reference Currency at the spot rate of exchange (as determined by the Calculation Agent in its sole discretion) as at the relevant date on which any such calculation is required to be made in accordance with the provisions of any hedge or related trading position relating to these Notes, or in such other commercially reasonable manner as the Calculation Agent shall determine.

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

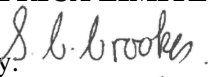
Application is hereby made to list this issue of Notes on the JSE as from 27 December 2023.

Signed at Johannesburg on this 22nd day of December 2023.

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

By: 
Name: Jason Costa
Capacity: Head: Structured Flow Trading
Who warrants his/her authority hereto.

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

By: 
Name: Shelley Crookes
Capacity: Legal Advisor
Who warrants his/her authority hereto.