

#### 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 SBC060 ZAR250,000,000 S&P Dow Jones iTRAXX® Europe Crossover Series 41 due 20 June 2029

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.

This Note is made up of a number of portions (hereafter each referred to as a "**Portion**"), each subject to the terms and conditions as set out in this Pricing Supplement and the relevant provisions applicable to such Portion as specified herein, as read with the Programme Memorandum. Upon the occurrence of a Credit Event in relation to any Reference Entity (other than the Last to Default Reference Entity, as defined below) this Note will not be redeemed, and the terms applicable to the Portion of the Note relating to such Reference Entity will be adjusted as set out in this Pricing Supplement. The provisions of this Pricing Supplement, as read with the Terms and Conditions will apply separately in respect of each Portion such that, upon the occurrence of a Credit Event Determination Date in relation to any Reference Entity, the provisions of paragraph 85.6 will apply.

#### **DESCRIPTION OF THE NOTES**

1.	Issuer		The Standard Bank of South Africa Limited					
2.	Status	of the Notes	Senior					
3.	(a)	Series Number	1413					
	(b) Tranche Number		1					
4.	Aggreg	gate Nominal Amount	The sum of the Nominal Amount attributable to each Portion, as set out in Annex A hereto, and amended from time to time in accordance with the provisions of paragraph 85.6 below					
5.	Redem	ption/Payment Basis	Credit Linked					
6.	Interest Payment Basis		Floating Rate					
7.	Interim	Amount Payment Basis	Not Applicable					

8.	Form of Notes	Uncertificated Notes					
9.	Automatic/Optional Conversion from one Interest Payment Basis to another	Not Applicable					
10.	Issue Date	31 July 2024					
11.	Trade Date	24 July 2024					
12.	Business Centre	Johannesburg					
13.	Additional Business Centre	Not Applicable					
14.	Specified Denomination	ZAR100,000 and integral multiples of ZAR1 thereafter					
15.	Calculation Amount	In respect of each Portion, the Nominal Amount as specified in Annex A hereto and as amended from time to time in accordance with the provisions of paragraph 85.6 below					
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 (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). The aforementioned provisions will apply separately in respect of each Portion, and accordingly any notice delivered in accordance with such provisions will specify the relevant Portion to which such notice relates.					
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,	1 <sup>st</sup> Floor, East Wing, 30 Baker Street, Rosebank, Johannesburg, 2196					

Settlement Agent and Transfer Agent

26. Final Redemption Amount

The greater of (x) the sum of the Nominal Amount of each Portion, as specified in Annex A hereto, and amended from time to time in accordance with the provisions of paragraph 85.6 below and (y), zero.

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

Applicable

35. (a) Interest Payment Date(s)

Each 20 September 20 March, 20 June, 20 December of each year until the Maturity Date, with the first Interest Payment Date being 20 September 2024 or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement)

(b) Interest Period(s)

Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the following Interest Payment Date and the last Interest Period shall end on (but exclude) the last Interest Payment Date (Scheduled Maturity Date) (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)

(c) Definitions of Business
Day (if different from that
set out in Condition 1
(Interpretation and
General Definitions)))

Not Applicable

(d) Interest Rate(s) Reference Rate plus the Margin

(e) Minimum Interest Rate Not Applicable

(f) Maximum Interest Rate Not Applicable

(g) Day Count Fraction Actual/365 (Fixed)

(h) Other terms relating to the method of calculating interest (e.g. Day Count Fraction, rounding provision. if different from Condition 6.2 (Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked *Notes*)))

The Interest Amount payable in respect of this Note on each Interest Payment Date shall be equal to the sum of the amounts calculated in respect of each Portion in accordance with the provisions of Condition 6.2 (Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes), by applying such provisions in respect of each such Portion separately. In respect of any Portion with a Nominal Amount which is negative, the Interest Amount calculated in respect of such Portion will also be a negative amount.

Notwithstanding the foregoing, the total Interest Amount payable on any Interest Payment Date in respect of this Note will be the greater of (x), the sum of the Interest Amounts determined in respect of each Portion of this Note in accordance with the provisions of this Pricing Supplement and (y) zero.

36. Manner in which the Interest Rate is to be determined

Screen Rate Determination

37. Margin

In respect of each Portion, the relevant Margin as specified in Annex A hereto, as amended in accordance with the provisions of paragraph 85.6

38. If ISDA Determination:

(a) Floating Rate Not Applicable

(b) Floating Rate Option Not Applicable

(c) Designated Maturity Not Applicable

(d) Reset Date(s) Not Applicable

39. If Screen Rate Determination:

(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)

three month ZAR-JIBAR-SAFEX

(b) Interest Rate Determination Date(s)

Each 20 March, 20 June, 20 September and 20 December of each year, with the first Interest Rate Determination Date being the Issue Date.

(c) Relevant Screen Page Reuters page SAFEY or any successor page (d) Relevant Time 11h00 (Johannesburg time) Specified Time 12h00 (Johannesburg time) (e) (f) Reference Rate Market As set out in Condition 1 (Interpretation and General Definitions) 40. If Interest Rate to be calculated otherwise than by reference to paragraph 38 or 39 above (a) Margin Not Applicable Minimum Interest Rate (b) Not Applicable Maximum Interest Rate Not Applicable (c) (d) **Day Count Fraction** Not Applicable Reference Banks (e) 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 41. If different from Calculation Not Applicable Agent, agent responsible for calculating amount of principal and interest **EOUITY** LINKED INTERIM Not Applicable **AMOUNT NOTE PROVISIONS** 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

Not Applicable

**INDEXED NOTES** 

Paragraph 45 is intentionally deleted

# **EQUITY LINKED REDEMPTION** Not Applicable **PROVISIONS**

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 Applicable PROVISIONS

54. Credit Linked Notes

(a) Scheduled Maturity Date 20 June 2029

(b) Reference Entity(ies) In respect of each Portion, the applicable Reference

Entity contained in the Index and recorded in Annex A, and any Successor to a Reference Entity determined in accordance with the terms and conditions of the Index

at the discretion of the Index Publisher

(c) Reference Obligation(s) Standard Reference Obligation: Not applicable

Seniority Level: Senior Level

Without prejudice to the definition of "Reference Obligation(s)" in the Credit Linked Conditions and subject to any applicable Substitute Reference Obligation, the Reference Obligation initially set out opposite each Reference Entity in Annex A as may be changed or updated and or determined by the Index Publisher.

(d) Financial Information of the Guarantor/Issuer of the Reference Obligation The Index, constituted by the Reference Entities, is published and maintained by the Index Publisher. Information regarding the Index can be accessed at <a href="https://www.spglobal.com/spdji/en/landing/topic/itraxx/">https://www.spglobal.com/spdji/en/landing/topic/itraxx/</a> (or any successor website thereto).

The Issuer shall not, however, be responsible for: i) such information a) remaining on such website, b) being removed from such website c) being moved to another location or d) for notifying any party (including the Noteholder) of the occurrence of any of the events stated in paragraphs 54(d)(i)(b) and 54(d)(i)(c) and/or ii) the correctness and/or completeness of such information.

(e)	Credit Linked Reference Price	100%
(f)	Credit Event Determination Date	Credit Event Notice: Applicable
		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
(g)	Credit Events	In respect of each Portion, the provisions applicable to the Transaction Type recorded in Annex A.
		Credit Linked Condition 13 ( <i>Credit Event Notice After Restructuring Credit Event</i> ): Not Applicable
(h)	Credit Event Backstop Date	Applicable
(i)	Calculation Agent City	Johannesburg
(j)	All Guarantees	In respect of each Portion, the provisions applicable to the Transaction Type recorded in Annex A.
(k)	Obligation(s)	In respect of each Portion, the provisions applicable to the Transaction Type recorded in Annex A.
	Additional Obligations	Not Applicable
	Additional Obligations Excluded Obligations	Not Applicable None
(1)	-	••
(l) (m)	Excluded Obligations  Accrual of interest upon	None
	Excluded Obligations  Accrual of interest upon Credit Event  Financial Reference	None  Not applicable  In respect of each Portion, the provisions applicable to

(p) Non-Preferred Reference Obligations

Additional Provisions for In respect of each Portion, the provisions applicable to the Transaction Type recorded in Annex A.

Obligation (q) Reference Termination Only

Not Applicable

Amount Settlement Method (r)

Auction Settlement, provided that the Auction Settlement provisions will be applied separately in respect of each Portion as more fully described in paragraph 85 hereof

Local Market Variation: Applicable

Fallback (s) Settlement Method

Cash Settlement, provided that the Cash Settlement provisions will be applied separately in respect of each Portion as more fully described in paragraph 85 hereof

## **Terms Relating to Cash Settlement:**

Applicable

Final Price (if different (a) from the definition in the Programme

In respect of each Portion, as per the Credit Linked Provisions.

Memorandum)

Valuation Date (b)

Single Valuation Date:

A day selected by the Calculation Agent, in its sole and absolute discretion, acting reasonably falling no later than 60 Business Days following the Credit Event Determination Date (or, if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) in respect of the applicable Portion.

Valuation Obligation (c) Observation Settlement

Not applicable

Period

(d) Valuation Time 11:00 a.m

**Quotation Method** Bid (e)

**Quotation Amount** Representative Amount in respect of the relevant (f)

Portion

Minimum Zero (g) Quotation 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.

ZAR (j) **Settlement Currency** 

Cash Settlement Date The definition of "Cash Settlement Date" is hereby (k) deleted in its entirety and replaced with the following:

> "means the day falling 5 Business Days after the calculation of the Final Price or the publication of the

> Auction Final Price, as the case may be, in respect of

the Last to Default Reference Entity;".

(1) Cash Settlement Amount means, in respect of any Portion, an amount calculated

by the Calculation Agent equal to:

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

where:

N is the Nominal Amount of the relevant Portion:

A is the Settlement Currency Equivalent of an amount equal to the Reference Currency Notional of the relevant Portion as at the date on which the Final Price is determined or the Auction Final Price is published, as the case may be;

B is one minus (i) the Auction Final Price or, (ii) if applicable the Final Price;

C is Unwind Costs; and

D is, in respect of the Portion relating to the Last to Default Reference Entity only, the greater of (x) the Aggregate Nominal Amount at such time less the Nominal Amount in respect of the Portion relating to the Last to Default Referent Entity and (y) zero, and in

respect of any other Portion, zero.

**Ouotations Exclude Accrued Interest** (m)

Valuation Method Highest (n)

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

FX LINKED REDEMPTION NOTES Not Applicable

Paragraph 55 is intentionally deleted

**OTHER NOTES** 

56. If the Notes are not Partly Paid Not Applicable 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.

#### 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 Optional Redemption Date (Call).

Minimum period of notice (c) different from (if Condition 7.3 (Early Redemption at the option of the Issuer (Call Option))

5 Business Days

If redeemable in part: (d)

Not applicable

(i) Minimum Redemption Amount(s)

Not applicable

(ii) Higher Not applicable Redemption Amount(s)

(e) Other terms applicable on Not applicable Redemption

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

59. Redemption Amount(s) Early redemption payable on 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))

Final Redemption Amount, adjusted by any Unwind Costs.

# ADDITIONAL FALLBACK **PROVISIONS**

**Applicable** 

60. Additional Fallback Provisions:

Relevant Benchmark

**ZAR-JIBAR-SAFEX** 

### **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 audited annual financial statements, dated 31 December 2023. As at the date of this Applicable Pricing Supplement, there has been no involvement by **KPMG** Incorporated 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

(b)

Not Applicable

66. International Securities (a) Identification Number

ZAG000207556

(ISIN)

Common Code Not Applicable

Instrument Code **SBC060** (c)

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 No of Receipts attached

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	Baa3	Stable
Local currency deposit rating	NP	Baa3	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 06 March 2024. 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 March, 14 June, 14 September and 14 December of each year, or if such day is not a Business Day, the Business Day before each Books Closed Period until the Maturity Date.

**Books Closed Period** 

The Books Closed Period (during which the Register will be closed) will be from each 15 March, 15 June, 15 September and 15 December, until the applicable Interest Payment Date

77. Stabilisation Manager (if any) Not Applicable

78. Method of Distribution

Private Placement

79. Total Notes in Issue (including current issue)

ZAR93,892,013,646.19. 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).

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).

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 inward listing of the Notes.

### 85. Other provisions

85.1 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 35% (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.

85.2 General risks

Any Unwind Value, Early Redemption Amount or Cash Settlement Amount in respect of a Portion 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 paragraph 85.10 below). For the purposes of determining any Unwind Value, Early Redemption Amount or the Cash Settlement Amount in respect of a Portion, 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.

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 respective countries, economic forecasts, the 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 35% of the Nominal Amount. The determination of whether or not the Trigger Level has been breached is based on the Calculation Agent's

85.3 Additional Risk Factors

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 35% of the Nominal Amount of the Notes.

85.4 Multiple Entities

Reference

By purchasing this Note, the Noteholder will be exposed to the credit risk of multiple Reference Entities. Such exposure will be based on the Nominal Amount applicable to the relevant Portion and determined in accordance with the provisions of this Pricing Supplement and the Terms and Conditions. This Note will not be redeemed pursuant to Credit Linked Condition 2 (Auction Settlement) or Credit Linked Condition 3 (Cash Settlement) unless a Credit Event Determination Date has occurred in respect of the Last to Default Reference Entity. Accordingly, there may be multiple Credit Event Determination Dates, each resulting in the calculation of a Cash Settlement Amount, each of which may reduce both the Interest Amount payable on each Interest Payment Date, as well as the amount payable to the Noteholder upon redemption of this Note.

85.5 Negative Cash Settlement Amounts

Notwithstanding that the amount payable upon any redemption of this Note may never be less than zero, that amount that is directly exposed to the credit of any Reference Entity is based on the Reference Currency Notional applicable to the relevant Portion and determined in accordance with the provisions of this Pricing Supplement and the Terms and Conditions. As such, the Cash Settlement Amount calculated in respect of any Portion in respect of which a Credit Event Determination Date has occurred may be either positive or negative. In certain scenarios the negative Cash Settlement Amount may be material in size. To the extent that any Cash Settlement Amount is negative, it may reduce the amount the Noteholder receives in respect of the other Portions, even if no Credit Event Determination Date has occurred in respect thereof. Accordingly, the Noteholder may receive less than it would have received had it purchased a separate Note in respect of each Reference Entity with the same Nominal Amount as each Portion of this Note.

85.6 Effect of Credit Events in respect of Reference Entities other than the Last to Default Reference Entity

This Note relates to a basket of Reference Entities comprised in the Index.

In the event that a Credit Event Determination Date occurs in respect of any Reference Entity other than the Last to Default Reference Entity, interest will cease to accrue in respect of the Portion relating to such Reference Entity (such Portion the "Affected Portion") with effect from the Interest Payment Date occurring immediately prior to the Credit Event Determination Date, until the day which is 5 Business Days following the determination of the Final Price or the publication of the Auction Final Price, as the case may be, such day the "Calculation Date", and the Calculation Agent will determine the Cash Settlement Amount in respect of the Affected Portion.

With effect from the Calculation Date, (i) the Credit Linked Conditions will no longer apply in respect of the Affected Portion; (ii) the Nominal Amount of the Affected Portion will be amended to be equal to the Cash Settlement Amount determined in respect of such Portion (which amount may be positive or negative); and (iii) the Margin applicable to such portion will be amended to be equal to the offer rate (in the case of a positive Cash Settlement Amount) or the bid rate (in the case of a negative Cash Settlement Amount) quoted by the Issuer at 11:00 a.m. (Johannesburg time) on the Calculation Date on the Reuters Screen SBID (or any successor page) for negotiable certificates of deposit with a term closest to the term remaining from such date to the Scheduled Maturity Date, or if such rate is not available at such time, determined by the Calculation Agent in a commercially reasonable The Issuer will, as soon as reasonably practicable following the determination of the Cash Settlement Amount and the applicable Margin, notify the Noteholders in accordance with the provisions of Condition 16 (Notices) of all of the amendments made to such Affected Portion of the Note as set out in this provision.

85.7 Amendments to Credit Linked Conditions

85.7.1 Auction Settlement

Credit Linked Condition 2 (Auction Settlement) is hereby amended as follows:

(i) by the deletion of paragraph (a) thereof in its entirety and the replacement thereof with the following: "Where a Credit Event Determination Date occurs on or prior to the Auction Final Price Determination Date in respect of any Portion, then in the case of any Portion

other than the Portion relating to the Last to Default Reference Entity, the provisions of paragraph 85.6 of the Applicable Pricing Supplement will apply. If a Credit Event Determination Date occurs on or prior to the Auction Final Price Determination Date in respect of the Portion relating to the Last to Default Reference Entity, the Issuer shall give notice (such notice an "Auction Settlement Notice") to the Noteholders in accordance with General Condition 16 (Notices) and redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Cash Settlement Amount in the relevant Payment Currency on the Cash Settlement Date."

(ii) by the deletion of the words "the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 3 (Cash Settlement)" in Credit Linked Condition 2(b)(x) and the replacement thereof with "the provisions of Credit Linked Condition 3 (Cash Settlement) below shall apply".

The provisions of Credit Linked Condition 3 (Cash Settlement) are hereby amended by the deletion of the very first paragraph thereof, and the replacement thereof with the following:

"If a Credit Event Determination Date has occurred in respect of the Portion relating to the Last to Default Reference Entity then, subject to any prior redemption in accordance with Credit Linked Condition 2 (Auction Settlement), the Issuer shall give notice (such notice a "Cash Settlement Notice") to the Noteholders in accordance with General Condition 16 (Notices), and, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Cash Settlement Amount in the relevant Payment Currency on the Cash Settlement Date. In the event that Credit Linked Condition 2(b)(x) (Auction Settlement) applies following the Credit Event Determination Date in respect of any Portion other than the Portion relating to the Last to Default Reference Entity, then the provisions of paragraph 85.6 of the Applicable Pricing Supplement will apply."

85.7.3 Maturity Date Extension

The provisions of Credit Linked Condition 9 (Maturity Date Extension) will be applied separately in respect of each Reference Entity, and accordingly all references to the occurrence of (a) a Credit Event or a Potential Credit Event, (b) a Credit Event Determination Date or (c) a Potential Repudiation/Moratorium shall be deemed to refer to the occurrence of such event in respect of any Reference Entity. Subparagraph (a) immediately above subparagraph (b) of Credit Linked

85.7.2 Cash Settlement

Condition 9 (Maturity Date Extension) will be amended by the insertion of the words "or in the event that a Credit Event Determination Date has occurred in respect of any Reference Entity during the Notice Delivery Period, by payment of the Cash Settlement Amount on the Cash Settlement Date" immediately following the words "on the Postponed Maturity Date" at the end thereof.

85.7.4 Successors

Notwithstanding anything to the contrary in the Terms and Conditions, where one or more Successors have been identified in respect of a Reference Entity in respect of which a Succession Date has occurred (the "Affected Entity"), (i) the Affected Entity will no longer be a Reference Entity for purposes of this Note (unless it is a Successor as described in the paragraph below), (ii) each Successor will be deemed a Reference Entity for purposes of this Note, (iii) the Nominal Amount attributable to each Reference Entity as set out in Annex A hereto ("Reference Entity Nominal Amount") for each Successor will equal the Reference Entity Nominal Amount of the Affected Entity immediately prior to the application of this paragraph 85.7.4 divided by the number of Successors and (iv) the Calculation Agent may make any modifications to the terms of this Note required to preserve the economic effects of this Note prior to the Succession Date (considered in the aggregate).

If a Successor is already a Reference Entity at the time these provisions are applied, (a) such Successor shall be deemed to be a separate Reference Entity hereunder, (b) the Reference Entity Nominal Amount of the Reference Entity that was already a Reference Entity immediately prior to the application of these provisions (the "Original Reference Entity") shall equal the Reference Entity Nominal Amount in respect of such Original Reference Entity immediately prior to such application, (c) the Reference Entity Nominal Amount of the Reference Entity that is such Successor shall equal the amount determined with respect to such Successor by application of subparagraph (iii) above and (d) a Credit Event Determination Date may occur separately for each such Reference Entity.

85.7.5 Reference Entity

The definition of "Reference Entity" in Credit Linked Condition 12 (Credit Linked Definitions) shall be deleted in its entirety and replaced with the following provision:

"means each entity as specified as such in this Pricing Supplement, as amended from time to time. Any Successor to the Reference Entity either (a) identified pursuant to the definition of "Successor" on or following the Trade Date or (b) unless already reflected in the Index Annex, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Effective Date of the Index, as set forth in the Index Annex, shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series."

85.7.6 Valuation Obligation

The definition of "Valuation Obligation" in Credit Linked Condition 12 (Credit Linked Definitions) shall be deleted in its entirety and replaced with the following provision:

"means, in respect of any Portion, any Deliverable Obligation determined in accordance with the Credit Linked Conditions or, where applicable, selected by the Calculation Agent in its sole and absolute discretion, acting reasonably with reference to the Transaction Type set out in Annex A and the corresponding Deliverable Obligation Category and Characteristics set out in the most recently published Credit Derivatives Physical Settlement Matrix."

85.8 Credit Derivatives Physical Settlement Matrix

The terms set out in the ISDA Credit Derivatives Physical Settlement Matrix in respect of a Transaction Type shall apply to each Portion, on the basis of the Transaction Type recorded in Annex A in respect of each Portion, provided that if there is a conflict between the provisions of this Pricing Supplement or the Programme Memorandum and the terms set out in the Credit Derivatives Physical Settlement Matrix in respect of any Portion, the provisions of this Pricing Supplement or the Programme Memorandum shall prevail.

85.9 Amendments to this Pricing Supplement

The Issuer undertakes to publish an amended Pricing Supplement promptly following the occurrence of a Credit Event. The amended Pricing Supplement will update only the terms and conditions that have been affected by the Credit Event.

85.10 Further Definitions

For the purposes of this Pricing Supplement:

"Credit Derivatives Physical Settlement Matrix" means the Credit Derivatives Physical Settlement Matrix, as most recently amended and supplemented as at the Trade Date and as published by ISDA on its website at www.isda.org (or any successor website thereto).

- "Index" means S&P Dow Jones Indices ITRAXX® Europe Crossover Index Series 41, as published on or about 20 March 2024.
- "Index Annex" means the list for the relevant Index with the Annex Date on or about 20 March 202, as published by the Index Publisher (which can be accessed at https://www.spglobal.com/spdji/en/landing/topic/itrax x/ or any successor website thereto).
- "Index Publisher" means S&P Global Inc (or any entity within its group including any affiliate, subsidiary, associate company or any other entity of a similar nature) or any replacement publisher of the Index appointed by the Index Sponsor for purposes of officially publishing the relevant Index and the constituents of such Index.
- "Index Sponsor" means S&P Global Inc (or any entity within its group including any affiliate, subsidiary, associate company or any other entity of a similar nature), or any successor sponsor of the Index.
- "Last to Default Reference Entity" means the Reference Entity relating to the last Portion in respect of which a Credit Event Determination Date has occurred, in circumstances where there are no other remaining Portions of the Note in respect of which no Credit Event Determination Date has occurred.

# "Reference Currency" means EUR

- "Reference Currency Notional" means, in respect of each Portion, the Nominal Amount in EUR as specified in Annex A hereto and as amended from time to time in accordance with the provisions of paragraph 85.6 above.
- "Reference Currency Nominal Aggregate" means an amount equal to the sum of the Nominal Amounts in respect of each Portion in respect of which a Credit Event Determination Date has not occurred.
- "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.

"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 may include, but shall not be limited to, instruments of the type referred to in the Underlying Components), 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.

"Unwind Value" means on any day, in respect of each Note, an amount calculated by the Calculation Agent in its sole discretion equal to the sum of the value of the Settlement Currency Equivalents of each of the Underlying Components (as defined below) of the Notes 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 above) multiplied by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount

"Underlying Components" each of the components determined by the Issuer in its sole discretion which make up this Note, including but not limited to:

(i) a hypothetical credit default swap with the Issuer as the buyer of protection, referencing the Index, with a Fixed Rate Payer Calculation Amount and Floating Rate Payer Calculation Amount equal to the Reference Currency Nominal Aggregate, entered into on market standard terms

applicable to the Transaction Type "Standard Emerging European Corporate" as at the Trade Date (as defined in paragraph 11 above), with an "Effective Date" and "Scheduled Termination Date" equivalent to the Issue Date and the Scheduled Maturity Date of this Note; and/or

- (ii) a hypothetical ZAR term floating rate deposit made with the Issuer on or about the Trade Date with inter alia the following terms: (i) the effective date of the deposit is the same as the Issue Date of these Notes; (ii) the amount of the deposit is equal to the Aggregate Nominal Amount of these Notes and (iii) the repayment date of the deposit is the same as the Scheduled Maturity Date of these Notes; and/or
- (iii) any instruments held or entered into by the Issuer in its sole discretion in order to hedge its obligations to the Noteholder under this Note, including but not limited to any fixed deposits and/or cross currency swaps entered into by the Issuer.

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. Unless otherwise indicated, capitalised terms used and not otherwise defined in subparagraph (i) of this paragraph 85.10 will have the meaning assigned thereto in the 2014 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc.

85.11. Index Disclaimer

The Index referenced herein is the property of the Index Sponsor and has been licensed for use in connection with credit linked note SBC060. Any holder of this Note acknowledges and agrees that credit linked note SBC060 is not sponsored, endorsed or promoted by the Index Sponsor. The Index Sponsor makes no representation whatsoever, whether express or implied, and hereby expressly disclaims all warranties (including, without limitation, those of merchantability

or fitness for a particular purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index and/or the composition of the Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein.

The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of purchasing credit linked note SBC060 the ability of the Index to track relevant markets' performances, or otherwise relating to the Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Index. No party purchasing credit linked note SBC060 nor the Index Sponsor, shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Index.

85.12 Changes to Reference Entity

Where one or more Successors have been identified in respect of a Reference Entity in respect of which a Succession Date has occurred as contemplated in paragraph 85.7.4, the Issuer shall announce such identification via SENS.

85.13 Noteholder undertakings

Any holder of this Note hereby warrants and confirms that (i) it has conducted its own investigation of the terms and conditions of the Note and acknowledges that it is not relying on any representations or statements by the Issuer with respect to the terms and conditions of the Note or the Index; (ii) it is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters and expertise in assessing credit and all other relevant risk, including that it is capable of evaluating independently, and has evaluated independently and conducted an indepth detailed analysis on, the merits, risks and suitability of purchasing the Note and that it is relying exclusively on its own sources of information,

investigation, credit and legal analysis with respect to the Note.

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 31 July 2024.

Signed at Johannesburg on this 30th day of July 2024.

For and on behalf of

THE STANDARD BANK OF SOUTH AFRICA LIMITED

By:

Name: Jason Costa

Capacity: Executive: Global Markets Who warrants his/her authority hereto.

For and on behalf of

THE STANDARD BANK OF SOUTH **AFRICA LIMITED** .

Name: Katlego Monamodi

Capacity:Senior Legal Advisor

Who warrants his/her authority hereto.

# Annex A

Po rti on	% of Nomin al Amoun t	Reference Entity	Transactio n Type	Reference Obligation ISIN	Maturit y Date	Nominal Amount (ZAR)	Nominal Amount (EUR)	Mar gin	Links to Financial information
1	1,334 %	ADLER Real Estate GmbH	STEC	XS171346 4524	20/06/ 2029	3 335 000	167 951	4,12 %	https://adler- ag.com/en/inves tor- relations/publica tions/financial- reports-2/
2	1,334 %	Air France- KLM	STEC	FR001400 F2Q0	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.airf ranceklm.com/e n/finance/public ations/results
3	1,334 %	Allwyn Entertainment Financing UK PLC	STEC	USG0295 CAB66	20/06/2029	3 335 000	167 951	4,12 %	https://www.all wynentertainme nt.com/investors /sazka-group- debt-investor- hub/financial- reports
4	1,334 %	Alstom SA	STEC	FR001345 3040	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.alst om.com/finance/ financial-results
5	1,334 %	Altice Finco SA	STEC	XS157795 2440	20/06/ 2029	3 335 000	167 951	4,12 %	http://altice.net/ investor- relations-all
6	1,334 %	Altice France SA	STEC	XS185933 7419	20/06/ 2029	3 335 000	167 951	4,12 %	http://alticefranc e.com/node/332 4
7	1,334 %	Ardagh Packaging Finance PLC	STEC	USG04586 AU00	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.ard aghgroup.com/c orporate/investo rs#!investors- financials
8	1,334 %	Bellis Acquisition Co PLC	STEC	XS230307 1992	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.BEL LIS ACQUISITION COMPANY PLC filing history.GOV.UK
9	1,334	Boparan Finance PLC	STEC	XS108247 2587	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.2sf g.com/investors/
10	1,334 %	C&W Senior Finance Ltd	STEC	USG3165 UAA90	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.cwc .com/live/investo r-relations/other- financial- information/cabl e-wireless-

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11	1,334 %	CECONOMY AG	STEC	XS235631 6872	20/06/ 2029			4,12 %	https://www.dnb .com/business- directory/compa nyprofiles.cecon omy_ag.dd37511
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12	1,334 %	Cellnex Telecom SA	STEC	XS155172 6810	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.cell nextelecom.com/ en/investor- relations/annual- report/
13	1,334 %	Cheplapharm Arzneimittel GmbH	STEC	XS211297 3107	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.che plapharm.com/e n/investor- relations/
14	1,334 %	Cirsa Finance International Sarl	STEC	XS238818 6996	20/06/ 2029			4,12 %	https://www.cirs a.com/en/cirsa/i nvestor-
15	1 224	Clariant AC	CTEC	CH046927	20/06/	3 335 000	167 951	4.10	relations/
15	1,334 %	Clariant AG	STEC	3541	20/06/2029			4,12 %	https://www.clar iant.com/en/Inve stors/Annual-
16	1,334	Constellium SE	STEC	XS171356	20/06/	3 335 000	167 951	4.12	Reports
10	%	Constellum SE	SIEC	8811	20/06/	3 335 000	167 951	4,12 %	https://www.con stellium.com/fin ancial-results- presentations
17	1,334 %	Crown European Holdings SACA	STEC	XS122728 7221	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.ann ualreports.com/C ompany/crown- holdings
18	1,334 %	Dufry One BV	STEC	XS207938 8828	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.duf ry.com/system/fi les/2021- 03/Annual%20Re port_en.pdf
19	1,334 %	eG Global Finance PLC	STEC	XS271999 8952	20/06/ 2029	3 335 000	167 951	4,12 %	https://www.eur ogarages.com/pd f/EG2018.pdf
20	1,334 %	Elis SA	STEC	FR001331 8102	20/06/ 2029	3 335 000	167 951	4,12 %	https://fr.elis.co m/en/group/inve stor-relation
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