

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 CLN978 ZAR100,000,000 Republic of South Africa Listed Notes due 31 March 2032 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	1257
	(b) Tranche Number	1
4.	Aggregate Nominal Amount	ZAR100,000,000
5.	Redemption/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	15 September 2023
11.	Trade Date	08 September 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	ZAR100,000,000
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 Determinations</i> <i>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 the amount calculated by the Calculation Agent in accordance with the following formula:
		The sum of the $A - (-B + C)$
		WHERE
		A means the Nominal Amount,
		B means, the sum of the amounts determined in accordance with the following formula in respect of each Interest Period in which the Coupon Rate is determined to be negative:
		$X \times Y \times (Z \div 365)$
		WHERE:
		X means the Nominal Amount,
		V means the Coursen Data

Y means the Coupon Rate,

Z means the number of days for that Interest Period

C means the sum of the cost of funding of each amount determined under B above, in each case determined with reference to the interest rate quoted by the Issuer in respect of unsecured deposits having a maturity which most closely matches the remaining term of the Note from the end of the relevant Interest Period to the Scheduled Maturity Date.

27.	Unwind Costs	Standard Unwind Costs

PARTLY PAID NOTES

Paragraphs 28-31 are intentionally deleted

INSTALMENT NOTES	Not Applicable

Paragraphs 32-33 are intentionally deleted

FIXED RATE NOTES	Not Applicable
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Paragraph 34 is intentionally deleted

FLOATING RATE NOTES				Applicable
35. (a) Interest Payment Date(s)		Payment	Each 31 March, 30 June, 30 September and 31 December of each year until the Maturity Date, with the first Interest Payment Date being 30 September 2023 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	l(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 Day (if differ that set out in 1 (Interpreta General Definit	rent from Condition tion and	Not applicable
	(d)	Interest Rate(s)	The greater of (i) the Coupon Rate and (ii) zero
				For purposes of this 35(d), "Coupon Rate" means Margin minus the Reference Rate

Not Applicable

(e) Minimum Int	rest Rate Not Applicable
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- (f) Maximum Interest Rate Not Applicable
- (g) Day Count Fraction Actual/365 (Fixed)
- Other terms relating to Not applicable (h) method the of calculating interest (e.g. Day Count Fraction, rounding up 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)))
- 36. Manner in which the Interest Screen Rate Determination Rate is to be determined
- 37. Margin 19.75%
- 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 31 March, 30 June, 30 September and 31 December of each year, commencing on the Issue Date
(c)	Relevant Screen Page	Reuters page SAFEY or any successor page
(d)	Relevant Time	11h00 (Johannesburg time)
(e)	Specified Time	12h00 (Johannesburg time)
(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
 - (b) Minimum Interest Rate Not Applicable
 - (c) Maximum Interest Rate Not Applicable
 - (d) Day Count Fraction Not Applicable
 - (e) Reference Banks Not Applicable
 - (f) Fall back provisions, Not Applicable rounding provisions and any other terms relating to the method of calculating interest for Floating Rate Notes
- 41. If different from Calculation Not Applicable Agent, agent responsible for calculating amount of principal and interest

EQUITY 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	
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	Applicable
PROVISIONS			

54. Credit Linked Notes

(a)	Scheduled Maturity Date	31 March 2032		
(b)	Reference Entity(ies)	Republic of South Africa	Republic of South Africa	
(c)	Reference Obligation(s)	Standard Reference Oblig	ation: Not Applicable	
		Seniority Level: Senior L	evel	
		The obligation identified	as follows:	
		Issuer:	Republic of South Africa	
		Maturity:	31 March 2032	
		Coupon:	8.25%	
		CUSIP/ISIN:	ZAG000107004	
		Original Issue Amount:	ZAR142,251,000,000	
(d)	Financial Information of the Guarantor/Issuer of the Reference Obligation	Interest Rate Market of the JSE Limited and therefore, as		
(e)	Credit Linked Reference Price	100%		
(f)	Credit Event Determination Date	Credit Event Notice: App	licable	
		Notice of Physical Settlen	nent: Not Applicable	
		Notice of Publicly Avai and if applicable:	lable Information: Applicable,	
		Public Sources of Pub Applicable	licly Available Information:	
		Specified Number of Pub	lic Sources: 2	
(g)	Credit Events	The following Credit Eve	nts shall apply:	

Failure to Pay

Grace Period Extension: Applicable

Grace Period: 30 calendar days

Payment Requirement: ZAR 10,000,000

Obligation Acceleration

Repudiation/Moratorium

Restructuring

Default Requirement: ZAR25,000,000

Multiple Holder Obligation: Not Applicable

Mod R: Not Applicable

Mod Mod R: Not Applicable

Credit Linked Condition 13 (*Credit Event Notice After Restructuring Credit Event*): Not Applicable

- (h) Credit Event Backstop Applicable Date
- (i) Calculation Agent City Johannesburg
- (j) All Guarantees
- (k) Obligation(s)

Applicable **Obligation Category** Obligation (Select only one) Characteristics (Select all that apply) [] Payment [] Not Subordinated [] Borrowed Money [] Specified Currency [] [] Reference Obligations [] Not Sovereign Only Lender [X] Bond [] Not Domestic Currency [] Loan [] Not Domestic Law [] Bond or Loan [] Listed

		[] Not Domestic Issuance
	Additional Obligations	Not Applicable
	Excluded Obligations	Not Applicable
(1)	Accrual of interest upon Credit Event	Not Applicable
(m)	Financial Reference Entity Terms	Not Applicable
(n)	Subordinated European Insurance Terms	Not Applicable
(0)	2019 Narrowly Tailored Credit Event Provisions	Not Applicable
(p)	Additional Provisions for Senior Non- Preferred Reference Obligations	Not Applicable
(q)	Reference Obligation Only Termination Amount	Not Applicable
(r)	Settlement Method	Cash Settlement
(s)	Fallback Settlement Method	Not Applicable
Terms Relatin	g to Cash Settlement:	Applicable
(a)	Final Price (if different from the definition in the Programme Memorandum)	As specified in Credit Linked Condition 12 (Credit Linked Definitions).
(b)	Valuation Date	Single Valuation Date:
		Within 60 Business Days
(c)	Valuation Obligation Observation Settlement Period	Not Applicable
(d)	Valuation Time	11:00 a.m.
(e)	Quotation Method	Bid

(f)	Quotation Amount	Representative Amount
(g)	Minimum Quotation Amount	Zero
(h)	Indicative Quotation	Not Applicable
(i)	Quotation Dealer(s)	"Quotation Dealer" shall include both South African dealers and Quotation Dealers other than South African dealers.
(j)	Settlement Currency	ZAR
(k)	Cash Settlement Date	5 Business Days
(1)	Cash Settlement Amount	As specified in Credit Linked Condition 12 (Credit Linked Definitions)
(m)	Quotations	Exclude Accrued Interest
(n)	Valuation Method	Highest
Terms Re Settlement:	elating to Physical	Not Applicable

FX LINKED REDEMPTION NOTES Not Applicable

Paragraph 55 is intentionally deleted

OTHER NOTES

Not Applicable 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.

PROVISIONS REGARDING REDEMPTION/MATURITY

57.	Redemption at the Option of the	Applicable, subject to the provisions of paragraph 84.1
	Issuer (Call Option)	below.

If applicable:

(a) Optional Redemption The day which is 5 Business Days following the date on Date(s) (Call) which the Issuer gives notice of its election to exercise its

right to redeem the Notes early in accordance with paragraph 84.1 below (the "**Optional Redemption Notice**").

(b) Optional Redemption Unwind Value, determined by the Calculation Agent on Amount(s) (Call) and the day which is as close as reasonably practicable to the method, if any, of date on which the Issuer delivers the Optional calculation of such amount(s)
(b) Optional Redemption 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 5 Business Days notice (if different from Condition 7.3 (Early Redemption at the option of the Issuer (Call Option))

- (d) If redeemable in part: Not Applicable
 - (i) Minimum Not Applicable Redemption Amount(s)
 - (ii) Higher Not Applicable Redemption Amount(s)
- (e) Other terms applicable Not Applicable on Redemption
- 58. Redemption at the option of the Not Applicable Noteholders (Put Option)

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

ADDITIONAL FALLBACK PROVISIONS

60. Additional Fallback Provisions:

Relevant Benchmark ZAR-JIBAR-SAFEX

GENERAL

61.	Material Changes	As at th	ie dat	te of	this Ap	plicable	Prici	ng	Suppleme	ent,
		there ha	s bee	en no	materia	al chang	e in	the	financial	or

Applicable

trading position of the Issuer and its subsidiaries since the date of the Issuer's latest interim unaudited 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)	ZAG000199456			
	(b) Common Code	Not Applicable			
	(c) Instrument Code	CLN978			
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 ratingNPBa2Stable			
		Local NP Ba2 Stable			

deposit rating

		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.				view	
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 Appli	icable				
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	25 Decem	iber of Busine	each year, or ss Day befor	June, 24 S if such day i re each Book	s not a Busi	
	Books Closed Period	be closed	d) wil nber a	ll be from and 26 Dece	uring which t each 26 M mber, until	Iarch, 25 J	une,
77.	Stabilisation Manager (if any)	Not Applicable					
78.	Method of Distribution	Private Placement					
79.	Total Notes in Issue (including current issue)	ZAR77,278,480,841.52. The Issuer confirms thaggregate Nominal Amount of all Notes Outstandi under this Programme is within the Programme Amount		-			
80.	Rights of Cancellation		ement	Date throug	d to investo gh the settler		
		be w	eing fir hich tl	nalised on the	or to the set e Issue Date/ its sole disc e event; or	Settlement	Date
		di	iscretio		hich the Issu may prejudi		

(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 delisted.

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 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
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84.	Other provisions		Applicable
84.1	Optional Early Trigger	Redemption	If at any time on any day prior to the redemption of these Notes, the Calculation Agent determines that the Unwind Value of a Note 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 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.
84.2	Additional Risk F	Factors	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 of these Notes. 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 35% of the Nominal Amount of the Notes.
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Additional Definitions: 84.3

84.3.1 Unwind Value

Means on any day, in respect of each Note, an amount calculated in ZAR as determined by the Calculation Agent in its sole discretion equal to:

(A) the sum of the value 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 below),

multiplied by

(B) a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount.

84.3.2 Underlying Components Means each of the components determined by the Issuer in its sole discretion which make up these Notes, including but not limited to:

- (i) 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;
- (ii) a hypothetical total return swap transaction concluded between the Issuer and the Noteholder, in terms of which the Issuer would be paying to the Noteholder amounts equal to any amount received by the Issuer during the relevant interest period in respect of the Underlying Bonds, including amounts of interest and any capital gains, and the Noteholder would be paying to the Issuer interest amounts on a quarterly basis determined with reference to the Issuer's cost of funding a holding of the Underlying Bonds; and/or; and/or
- (iii) a hypothetical interest rate swap transaction that swaps the scheduled flows on the Underlying Bonds from fixed to floating, where the Fixed Rate Payer Notional is ZAR113,927,450 and the Floating Rate Payer Notional is the Aggregate Nominal Amount and the Floating Rate Payer receives an amount equal to the difference between ZAR113,927,450 and the Aggregate Nominal Amount on the Scheduled Maturity Date; and/or; and/or
- (iv) any other instruments held or transactions 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. Unless otherwise indicated, capitalised terms used and not otherwise defined in this paragraph 85 will have the meaning assigned thereto in the 2021 ISDA Definitions, each as published by the International Swaps and Derivatives Association, Inc, as the case may be.

84.3.3 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 84.3.2 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.

84.3.4 Underlying Bonds Means Reference Obligations with a face amount of ZAR113,927,450.

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 15 September 2023.

Signed at Johannesburg on this 14th day of September 2023.

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

By: Jason Costa 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: Katlego Monamodi Capacity: Senior Legal Advisor Who warrants his/her authority hereto.