

BASE PROSPECTUS



THE STANDARD BANK OF SOUTH AFRICA LIMITED

(Registration Number 1962/000738/06)

(incorporated with limited liability in The Republic of South Africa)

as **Issuer**

and

STANDARD BANK GROUP LIMITED

(Registration Number 1969/017128/06)

(incorporated with limited liability in The Republic of South Africa)

as **Issuer**

U.S.\$4,000,000,000

Euro Medium Term Note Programme

This Base Prospectus has been approved by the Financial Conduct Authority (the "FCA") as competent authority under Regulation (EU) 2017/1129. The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of The Standard Bank of South Africa Limited and/or Standard Bank Group Limited or of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. This Base Prospectus is issued in compliance with Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") for the purpose of giving information with regard to the issue of notes ("**Notes**") issued under the Euro Medium Term Note Programme (the "**Programme**") described in this Base Prospectus by The Standard Bank of South Africa Limited or Standard Bank Group Limited (as specified in the applicable Final Terms or Pricing Supplement (as defined below)) during the period of twelve months after the date hereof. This Base Prospectus is valid for a period of twelve months from the date of its approval. Applications have been made for such Notes (other than Exempt Notes (as defined below)) to be admitted during the period of twelve months after the date hereof to listing on the Official List (the "**Official List**") of the FCA and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market (the "**Market**"), which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, "**MiFID II**"). The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuers (as defined below). References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Regulation. The FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes and the Exempt Notes do not form part of this Base Prospectus as so approved.

The Final Terms (as defined below) in respect of any Notes and any drawdown prospectus may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer (as defined herein) subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division) (the "**Arranger**") nor the Dealers nor any of their respective affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act (as defined below)) will be a manufacturer for the purpose of the MiFID Product Governance Rules.

PROHIBITION OF SALES TO EEA AND UNITED KINGDOM RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**") or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail

investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPS Regulation.

NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (the "SFA") – Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notes to be issued under the Programme may comprise (i) unsubordinated Notes (the "**Unsubordinated Notes**"), or (ii) Notes which are subordinated to the unsubordinated Notes (the "**Subordinated Notes**"). The rating of the Notes is to be specified in the Final Terms or, in the case of Exempt Notes, a Pricing Supplement. Subordinated Notes may be issued as either Tier 2 Notes (as defined herein) or Subordinated Notes that are not intended to qualify as Tier 2 Capital (as defined herein).

The Standard Bank of South Africa Limited has been rated BB (long-term, foreign currency, issuer default rating) by Fitch Ratings Limited and Ba1 (long-term, foreign currency deposit rating) by Moody's Investors Service Cyprus Ltd. Standard Bank Group Limited has been rated BB (long-term, foreign currency, issuer default rating) by Fitch Ratings Limited and Ba2 (long-term, foreign currency deposit rating) by Moody's Investors Service Cyprus Ltd. Fitch Ratings Limited is established in the United Kingdom and Moody's Investors Service Cyprus Ltd. is established in the EEA and each is registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

As at the date of this Base Prospectus, the prior approval of the Financial Surveillance Department ("FSD") of the South African Reserve Bank ("SARB") is required for the issuance of each Tranche (as defined herein) of Notes under the Programme. In addition, and in respect of a Tranche of Notes which are Tier 2 Notes, the prior approval of the Prudential Authority is required.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of each Issuer to fulfil its obligations under the Notes are discussed under "Risk Factors" below.

Arranger

**The Standard Bank of South Africa Limited
(acting through its Corporate and Investment Banking Division)**

Dealers

BofA Securities

BNP PARIBAS

Citigroup

Commerzbank

Credit Suisse

Deutsche Bank

HSBC

ICBC International

ING

J.P. Morgan

Mizuho Securities

MUFG

NatWest Markets

SMBC Nikko

Standard Bank

Standard Chartered Bank

UBS Investment Bank

20 May 2020

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IMPORTANT NOTICES

References to the "**SBG Base Prospectus**" mean this document with the exception of (a) the information contained in the section headed "*Description of The Standard Bank of South Africa Limited*" on pages 193 – 252, (b) the information relating to SBSA incorporated by reference into this document as set out in the section headed "*Information Incorporated by Reference*" on pages 38 – 39 and (c) the information in paragraph 2(b) under the heading "*Significant/Material Change*" relating to the Standard Bank of South Africa Limited on page 272. The SBG Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. Standard Bank Group Limited ("**SBG**") accepts responsibility for the information contained in the SBG Base Prospectus, to the best of its knowledge, the information contained in the SBG Base Prospectus is in accordance with the facts and the SBG Base Prospectus contains no omission likely to affect its import.

References to the "**SBSA Base Prospectus**" mean this document with the exception of (a) the information contained in the section headed "*Description of Standard Bank Group Limited*" on pages 131 – 192, (b) the information relating to SBG incorporated by reference into this document as set out in the section headed "*Information Incorporated by Reference*" on pages 38 – 39] and (c) the information in paragraph 2(a) under the heading "*Significant/Material Change*" relating to SBG on page 272. The SBSA Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. The Standard Bank of South Africa Limited ("**SBSA**") accepts responsibility for the information contained in the SBSA Base Prospectus (together with the SBG Base Prospectus, the "**Base Prospectus**"), to the best of its knowledge, the information contained in the SBSA Base Prospectus is in accordance with the facts and the SBSA Base Prospectus contains no omission likely to affect its import.

References in this Base Prospectus to the "**relevant Issuer**" or the "Issuer" shall, in relation to any issue or proposed issue of Notes, be references to whichever of SBSA and/or SBG is the issuer or proposed issuer of such Notes and references in this Base Prospectus to the "Issuers" are to SBSA and SBG as issuers of Notes under this Programme.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as completed by the final terms (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**") or, in the case of Exempt Notes, a pricing supplement (the "**Pricing Supplement**"). In the case of Exempt Notes, any reference in this Base Prospectus to "**Final Terms**" shall be deemed to be a reference to "**Pricing Supplement**" unless the context requires otherwise. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise. This Base Prospectus must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

Each Issuer has confirmed to the Dealers that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuers or such other information as is in the public domain and, if

given or made, such information or representation should not be relied upon as having been authorised by the Issuers or any Dealer.

Neither the Dealers nor any of their respective affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility for any acts or omissions of either Issuer or any other person in connection with the Base Prospectus or the issue and offering of Notes. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of any Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuers and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, Notes have not been and will not be registered under the U.S. Securities Act of 1933 (as amended) (the "**Securities Act**") and Bearer Notes (as defined in the Conditions) are subject to tax law requirements in the United States of America (the "**U.S.**"). Subject to certain exceptions, Notes may not be offered, sold or, in the case of Bearer Notes, delivered within the U.S. or to U.S. persons (as defined in Regulation S under the Securities Act).

This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State (as defined below) of the EEA or in the United Kingdom will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in the relevant Member State, or in the United Kingdom, of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by final terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuers, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuers.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed U.S.\$4,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into U.S. dollars at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement (as defined herein))). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under "*Subscription and Sale*".

Certain information included herein relating to the banking industry has been extracted from information published by the SARB. In addition, certain information relating to the South African economy, including statistical information, has been obtained from Statistics South Africa. Each Issuer confirms that such third-party information has been accurately reproduced and, as far as each Issuer is aware, and is able to ascertain from the information published by such sources, no facts have been omitted which would render the reproduced inaccurate or misleading. However, the information has not been independently verified by the Issuers or any other party and prospective investors should not place undue reliance upon such data as included in this Base Prospectus.

BENCHMARKS REGULATION: Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the applicable Final Terms or Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmark Regulation. Not every reference rate will fall within the scope of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms or Pricing Supplement (or, if located outside the European Union, recognition, endorsement or equivalence). The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, neither SBSA nor SBG intend to update the relevant Final Terms or Pricing Supplement to reflect any change in the registration status of the administrator.

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the EEA, references to "**South Africa**" are references to the Republic of South Africa, references to "**U.S.\$**", "**U.S. dollars**" are to United States dollars, references to "**EUR**" or "**euro**" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, references to "**ZAR**", "**R**" or "**Rand**" are to South African rand and references to "**Renminbi**", "**CNY**" and "**RMB**" are to the lawful currency of the People's Republic of China (excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan) ("**PRC**").

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilisation Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

RISK FACTORS

Each of the Issuers believes that the factors outlined below may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur.

In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

Each of the Issuers believes that the factors described below represent the principal risks inherent in investing in the Notes, but either Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons which it may not currently be able to anticipate.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus to reach their own views prior to making any investment decision. The information given below is as at the date of this Base Prospectus.

Capitalised terms used herein and not otherwise defined shall bear the meanings ascribed to them in "Terms and Conditions of the Notes".

References in this section to the "**Group**" are to SBG and its subsidiaries and therefore include SBSA and its subsidiaries. Investors should note that SBG is not a guarantor of, and will not guarantee, any Notes issued by SBSA under the Programme. Investors sole recourse in respect of any Notes issued by SBSA is to SBSA.

Factors that may affect the Issuers' ability to fulfil their obligations under Notes issued under the Programme

Risks relating to the Issuers

The investments, business, profitability and results of operations of the Group may be adversely affected by difficult conditions in the global, South African and, with respect to SBG, sub-Saharan financial markets

The full extent to which the recent coronavirus (COVID-19) pandemic impacts the Group's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted

The recent outbreak of the coronavirus ("**COVID-19**") pandemic has adversely impacted the global economy, disrupted global supply chains, lowered equity market valuations, created significant volatility and disruption in financial markets, and increased unemployment levels. The COVID-19 pandemic has resulted in the temporary closure of many businesses, and the institution of physical distancing and country-wide lockdowns have impacted communities in countries across the globe, including in South Africa, where the Issuers generate a majority of their revenues, but also in many of the countries in which SBG operates. As a result, the demand for the Group's products and services has been impacted and may, in the future, be significantly affected by the ongoing impact of the COVID-19 pandemic.

On 31 March 2020, SBG published an announcement (the "**31 March 2020 Announcement**") on the Johannesburg Stock Exchange ("**JSE**") in which SBG announced that, due to the high degree of uncertainty regarding the impact of COVID-19 on SBG's financial performance in 2020, it was withdrawing the outlook and guidance which had previously been given to shareholders on 5 March 2020 in SBG's announcement relating to its financial information for the year ended 31 December 2020. Furthermore, SBG published an announcement on the JSE on 22 April 2020 (the "**22 April 2020 Announcement**") in which SBG provided an update on the Group's operational performance for the three months ended 31 March 2020. In the 22 April 2020 Announcement, SBG noted that while earnings

attributable to ordinary shareholders were 27 per cent. lower than in the three month period ended 31 March 2019, the Group remained well capitalised and liquid.

The COVID-19 pandemic could influence the recognition of credit losses in the Group's loan portfolios and result in increases in the Group's credit impairment charges, particularly as businesses remain closed and as more customers are expected to draw on their lines of credit or seek additional loans to help finance their businesses. Similarly, because of changing economic and market conditions affecting listed entities, the Group may be required to recognise other-than-temporary impairments in future periods on the securities it holds as well as reductions in other comprehensive income. In addition, in the 22 April 2020 Announcement, SBG noted that credit impairment charges for the three month period ended 31 March 2020 were significantly higher than in the corresponding three month period in 2019. This increase was driven by a deterioration in both the portfolio performance and the forward-looking assumptions used in the modelling of expected credit losses. IFRS 9 requires the Group to consider forward-looking information in the calculation of expected credit losses. Accordingly, the Group has estimated an increase in economic stress caused by the crisis and, where appropriate, incorporated that in the calculation of the Group's expected credit losses. As of 31 March 2020, the COVID-19 related stress on individuals and businesses had, to a large extent, not yet emerged and the provisions raised were based on the Group's estimate at the time.

The Group's business operations have been disrupted as a significant portion of its workforce is unable to work effectively, including because of illness, quarantine, government actions, working remotely or other restrictions in connection with the COVID-19 pandemic. The Group has fully suspended the operation of 39 per cent. of its branches in South Africa, with a further 19 per cent. offering partially suspended services (for example, being open only two days per week). The full or partial suspension of service branches has, in turn, impacted on the servicing of ATMs. Where branches remain open in South Africa, branch operating hours have been reduced in line with published regulations. A number of the Group's branches in Ghana, Lesotho, Malawi, Nigeria, Uganda and Zimbabwe have been temporarily closed in response to partial lockdowns instituted by the governments of those countries and the invocation of each bank's business continuity and pandemic response plans.

In response to the COVID-19 pandemic, the Group has extended extraordinary relief measures to certain small enterprise, individual and student customers in its Personal and Business Banking division, including repayment holidays for defined periods, initially for up to three months. The Group has also suspended residential property foreclosure sales, evictions, and involuntary vehicle repossessions, and is offering fee waivers, payment deferrals, and other expanded assistance for credit card, vehicle, mortgage, small business and personal lending customers.

The Prudential Authority ("PA") is supportive of COVID-19 related relief measures being extended by banks in South Africa. It has issued a number of directives to provide temporary relief to banks, branches of foreign institutions and controlling companies, including Directive D3/2020 dealing with matters related to the treatment of restructured credit exposures due to the COVID-19 pandemic (which must be read in conjunction with Directive D7/2015 on Restructured Exposures). Directive D3/2020 permits banks to classify certain qualifying loans that are being restructured due to COVID-19 related factors as "Covid-19 restructured loans". The classification impacts the risk weight assigned to the loan and thereby the calculations used by a bank in determining the relevant minimum required amount of capital and reserve funds to be held against the bank's credit risk exposure. It effectively means that for the duration of the crisis, loans restructured as a result of the impact of COVID-19 will not attract a higher capital charge. This amendment covers loans to households, small and medium-sized businesses and corporates, and for specialised lending.

The full extent to which the COVID-19 pandemic impacts the Group's business, financial condition and results of operations, as well as its regulatory capital and liquidity ratios, will depend on future developments, which are highly uncertain and cannot be predicted, including the scope and duration of the COVID-19 pandemic and the impact of actions taken by regulators, governmental authorities and other third parties in response to the COVID-19 pandemic.

A material deterioration in global economic conditions is likely to have a negative impact on macroeconomic conditions in South Africa and, with respect to SBG, other countries in sub-Saharan Africa in which SBG operates, which may adversely affect the Group's operations and its financial condition

The Group's business has significant holdings in South Africa, in particular through SBSA and its subsidiaries, with the majority of the Issuers' revenues derived from operations in South Africa. Therefore, the Issuers' businesses and results of operations are primarily affected by economic and political conditions in South Africa and, as a consequence of their impact on the South African economy, global economic conditions.

In addition, the Group is an Africa focused universal financial services group with operations in twenty countries in sub-Saharan Africa outside of South Africa (which it refers to as "**Africa Regions**") and satellite offices in five key financial centres and two offshore hubs. As a result, SBG's performance is also affected by its operations in sub-Saharan Africa. Africa Regions contributed 31 per cent. to SBG's banking headline earnings for the year ended 31 December 2019, and total assets for Africa Regions represented 15.4 per cent. of SBG's total assets at 31 December 2019. Economic and political conditions in the Africa Regions in which it operates therefore also have an impact on SBG's business and results.

Negative changes in global economic conditions may result in lower customer demand, including lower demand for borrowing from creditworthy customers, and/or a reduction in the value of related collateral and/or an increase of the Group's default rates, delinquencies, write-offs, and impairment charges, which in turn could adversely affect the Group's performance and prospects. Deteriorating economic conditions could also impact the ability of the Group to raise funding from external investors.

The COVID-19 pandemic has had a material impact on the global economy, as well as on the economies of South Africa and the Africa Regions. The COVID-19 pandemic has already had a significant adverse impact on global supply chains, tourism revenues, commodity prices, capital flows and demand, and financial markets.

Economic observers such as the International Monetary Fund have predicted that the COVID-19 pandemic will result in a global recession in 2020 which is likely to be more significant than the one experienced during the financial crisis of 2009. It is also likely that more countries will experience a recession than in the 2009 global financial crisis. The extent of a global recession will likely be determined by the speed with which the COVID-19 pandemic can be arrested. Monetary and fiscal policy is likely to be eased, internationally, in an effort to stimulate the global economy; however the scope for monetary policy easing is relatively constrained as most developed economies operate at very low (or even negative) interest rate, while the effectiveness of fiscal policy easing is also relatively limited, as high and rising indebtedness internationally could impair economic growth.

The effects of a global recession may impact a significant number of the Group's customers, and lead to increased unemployment and a decrease in disposable income and consumer spending. Such conditions could have a material adverse effect on the Group's business, financial condition and results of operations.

A deterioration in the South African economy may adversely affect the Group's business and results of operations in a manner that may be difficult to predict

The Group's business and results of operations may be impacted by a number of South African macroeconomic conditions, including subdued economic growth, rising unemployment, increases in inflation and/or interest rates and adverse foreign exchange rate movements.

The South African economy entered into a recession during the final two fiscal quarters of 2019, when gross domestic product ("**GDP**") contracted by 1.4 per cent. in the fourth fiscal quarter of 2019 (relative to the third fiscal quarter of 2019, which itself saw a contraction of GDP by 0.8 per cent. relative to the second fiscal quarter of 2019). This was largely attributable to continued Eskom electricity supply

shortages. GDP growth was relatively subdued in 2019 and averaged 0.2 per cent., compared to 0.8 per cent. in 2018, and has grown at a slower rate than population growth for the past five consecutive years. Prior to the outbreak of the COVID-19 pandemic in January 2020, the South African economy had shown signs of weakness and had been in a period of declining economic activity since December 2013. The South African Reserve Bank ("**SARB**") expects GDP to contract by 0.2 per cent. in 2020, although there remain significant and continuing recessionary risks amidst the ongoing COVID-19 pandemic and its impact on global financial markets, especially with forecasts of global (and, in particular, Chinese) economic growth being revised downward.

The South African banking sector is widely regarded as one of the country's key pillars of economic strength. The banking sector is, however, highly exposed to South Africa's deteriorating macroeconomic conditions and will be impacted by the COVID-19 pandemic. With the SARB's forecast of a contraction of GDP in 2020, domestic macroeconomic conditions are likely to be less supportive of the domestic banking sector. Household disposable incomes are decreasing as a result of existing subdued economic growth and elevated levels of unemployment. Interest rate cuts as part of monetary policy easing may also affect banks' profitability.

The Rand has depreciated significantly since 2018 on account of the increasing strength of the U.S. dollar, investor concerns regarding South African economic prospects and global risk aversion on account of the COVID-19 pandemic. Further, the downgrade of South Africa's sovereign credit rating by each of Moody's Investor Services Cyprus Ltd., Fitch Ratings Limited and S&P Global Ratings to sub-investment grade in March and April 2020 saw South Africa excluded from the World Government Bond Index ("**WGBI**"), triggering investors who were mandated to invest in investment grade countries to sell South African assets. South Africa's 10-year sovereign bond yield reached 11.82 per cent. in March 2020 (an increase from 9 per cent. in January 2020), as a result of forced selling and heightened investor concerns about South Africa's fiscal outlook. The JSE All Share Index decreased by 33 per cent. since January 2020, with non-residents having sold R44.96 billion of South African bonds and R30.04 billion of equities since the beginning of 2020. The capital outflows expected in response to the exclusion of South Africa from the WGBI will likely prove disruptive against the backdrop of uncertain global financial markets.

No assurance can be given that the Group would be able to sustain its current performance levels if the current South African macroeconomic conditions were to persist or materially worsen from levels at the date of this Base Prospectus.

A deterioration in the economies of the Africa Regions may adversely affect SBG's business and results of operations in a manner that may be difficult to predict

The COVID-19 pandemic has had, and is likely to continue to have, a material impact on the economies of the Africa Regions.

The economies of the Africa Regions are expected to be impacted by the deterioration in the global economy and volatility in global financial markets, as well as by economic disruption as a result of the spread of the COVID-19 pandemic within the countries of the Africa Regions. The impact of the latter is particularly difficult to predict, in part due to the uncertainty about how extensive the spread of the COVID-19 pandemic will be in Africa. Additionally, it is uncertain and impossible to predict how long it will take to arrest the spread of the COVID-19 pandemic.

Monetary and fiscal policy are likely to be eased across the Africa Regions in response to the COVID-19 pandemic. Several central banks in the Africa Regions have cut policy rates, based on an estimation of how the disruption in developed economies would impact their respective economies. It is worth noting that such estimates may prove inaccurate and that while economic policy responses in developed economies have encompassed both monetary and fiscal policy easing, the scope for fiscal policy easing in the Africa Regions is relatively limited.

However, the COVID-19 pandemic has revealed underlying fiscal fragility across the continent. Governments tend to have little room to reduce expenditure as most planned expenditure is recurrent. Moreover, many governments' ability to service debt is constrained, along with their ability to attract additional capital, given the shrinking global appetite for riskier financial assets. This is likely to have a pronounced effect on governments that carry a significant net external debt burden. Subject to any debt relief initiatives, public debt levels in most of the Africa Regions are likely to stay higher for longer since it is unlikely that debt consolidation will be easy to achieve given weak domestic growth conditions combined with a higher levels of currency depreciation.

Balance of payments pressures have intensified in most countries of the Africa Regions, with a deterioration in foreign exchange reserves. Commodity prices, specifically energy and metals prices (with an exception of gold) have fallen sharply, consequently depressing exports of these commodities. Oil prices have fallen significantly below fiscal and external breakeven points. The fall in oil prices will create fiscal and external pressures, exposing long-standing structural deficiencies in these economies. However, the central banks of both Nigeria and Angola have indicated a willingness to allow some currency flexibility.

Additionally, in the wake of the devastating impact of tropical cyclones Kenneth and Idai, the risk from climate change is pertinent. This risk tends to be more pronounced in agrarian based economies, such as Malawi. Extreme weather events affect agricultural production, food security, domestic price levels, and public and private sector expenditure patterns. This risk is compounded by the fact that it is difficult to predict when and where such extreme weather events will occur.

It is likely that elections scheduled to occur this year in a few countries across the Africa Regions may be postponed due to the COVID-19 pandemic. This could lead to an increase in political tensions, particularly if the opposition views a postponement as a ploy for the government to retain power. Ethiopia has postponed parliamentary and presidential elections scheduled for August 2020 and confirmed that a new date for elections will be set once the COVID-19 pandemic is under control. Other countries set to hold elections in 2020 include Ghana, Côte d'Ivoire, Malawi and Tanzania. Côte d'Ivoire's and Ghana's elections could be regarded as presenting significant uncertainty. In Malawi, political tensions have not eased since the presidential election in May 2019. Earlier this year, Malawi's Constitutional Court overturned the results of the presidential election of May 2019 and ordered that fresh elections be held. While presidential elections are set for July 2020, it is likely that the election will be postponed.

A deterioration in the economies of the Africa Regions may have an adverse effect on the business, financial condition and results of operations of SBG and, by extension, the Group.

Changes in the credit quality of counterparties could impact the recoverability and value of assets, which may have an adverse impact on the Group's profitability

The Group's lending and trading businesses are subject to inherent risks relating to the credit quality of their counterparties, which may impact the recoverability of loans and advances due from these counterparties. Changes in the credit quality of the Group's lending and trading counterparties or arising from systemic risk in the financial sector could reduce the value of the Issuers' assets and require increased provisions for bad and doubtful debts.

In addition, the Group is exposed to credit concentration risk, which is the risk of loss arising from an excessive concentration of exposure to a single counterparty, an industry, a market or segment of a market, a product, a financial instrument or type of security, a country or geography, or a maturity. The Group's credit portfolio also contains concentration risk of exposure to respective governments in the regions in which it operates, through prudential requirements and direct lending. The Group manages this exposure within a clearly defined risk appetite framework and stress tests portfolios against weaknesses and sovereign downgrades.

SBG's credit impairment charges increased by 23 per cent. to R8.0 billion for the year ended 31 December 2019. The total credit loss ratio also increased to 0.68 per cent. (from 0.56 per cent. for the year ended 31 December 2018) for the year ended 31 December 2019. Credit impairment charges in Africa Regions increased to R2.2 billion for the year ended 31 December 2019 from R0.9 billion for the year ended 31 December 2018, impacted by the challenging economic climate in Africa Regions. Credit impairments charges across SBG increased due to advances growth across all portfolios, particularly strong origination within the personal unsecured and corporate lending portfolios in South Africa and the Africa Regions, and defaults within the vehicle and asset finance portfolio as a result of the challenging economic climate in South Africa.

As at 31 December 2019, SBSA's net loans and advances represented 84 per cent. of SBG's gross loans and advances of R1,216 billion. In respect of SBSA, non-performing loans were 3.6 per cent. of average loans and advances, which remains unchanged from the 3.6 per cent. as at 31 December 2018. A "non-performing loan" is a loan in which the borrower is in default as a consequence of the borrower not having made its scheduled payments for a specified period of time.

SBSA operates through its divisions, Personal & Business Banking SA and Corporate & Investment Banking SA. At a divisional level, non-performing loans decreased to 5.2 per cent. of the Personal & Business Banking SA division's gross loans and advances at 31 December 2019 (compared to 4.9 per cent. at 31 December 2018). The Corporate & Investment Banking SA division's non-performing loans represented 1.5 per cent. of its gross loans and advances (compared to 1.9 per cent. at 31 December 2018).

SBSA's credit impairment charges increased by 3.0 per cent. to R5.7 billion (from R5.6 billion for the year ended 31 December 2018) and the total credit loss ratio slightly increased to 0.57 per cent. from 0.56 per cent. for the year ended 31 December 2019.

The Personal and Business Banking SA division reported a 11 per cent. increase in impairment charges year-on-year. The increase in impairment charges was due to higher stage 1 and 2 charges due to growth in advances in the personal unsecured and corporate lending portfolios, as well as higher stage 3 provisions within Vehicle and Asset Finance due to the challenging economic climate. Impairment charges were also increased in the mortgage lending portfolio due largely to the continued delays to legal foreclosures in South Africa.

The Corporate and Investment Banking SA division reported an increase in impairment charges of 5 per cent. for the year ended 31 December 2019. Higher impairment charges were raised on retail consumer and Power and Infrastructure sector clients in the Corporate and Investment Banking SA division, whose performance was impacted by a low growth domestic economic environment.

SBSA's credit portfolio contains a concentration of exposure to the South African government (the "**Government**") through prudential requirements and direct lending. SBSA manages this exposure within a clearly defined risk appetite framework and also stress tests the portfolio against weaknesses and sovereign downgrades.

SBSA continues to hold the largest market share (33.76 per cent.) in the South African residential mortgage advances to the household sector market (source: SARB BA900 regulatory return, January 2020), and these exposures represent a credit concentration in SBSA's portfolio. SBSA manages this exposure within a clearly defined risk appetite framework, which includes portfolio limits. SBSA also regularly stress tests the portfolio against various weaknesses in the economy, such as a sovereign ratings downgrade, which could negatively affect consumer creditworthiness and the repayment of home loans.

Many factors affect the ability of the Group's customers to repay their loans. Some of these factors, including adverse changes in consumer confidence levels due to local, national and global factors, consumer spending, bankruptcy rates, and increased market volatility, might be difficult to anticipate and are outside of the Issuers' control. The Issuers conduct annual credit risk type scenario and sensitivity

'stress testing on their respective portfolios to assess the impact on their respective risk profiles and to inform changes to forward-looking risk appetite and strategy.

The Group continues to apply appropriate and responsible lending criteria and to manage credit risk by maintaining a culture of responsible lending and a robust risk policy and control framework, in line with anticipated economic conditions and forward-looking risk appetite. Despite this, if macroeconomic conditions in South Africa continue to remain uncertain and demand for credit remains lacklustre, the level of the Issuers' non-performing loans and credit impairments may increase. This, in turn, could have an adverse effect on the Issuers' financial condition or results of operations.

In this regard, the potential financial impact on the quality of the Group's credit portfolio and its associated earnings, as a result of the current and ongoing COVID-19 pandemic, must be considered. In March 2020, the Group extended extraordinary relief measures to certain small enterprise, individual and student customers in its Personal and Business Banking division, including repayment holidays for defined periods, initially for up to three months. As at the end of the first fiscal quarter of 2020, the full economic impact of the COVID-19 pandemic and the resultant business interruption and adverse effects on global activity, are yet to be fully understood. While the Group remains well capitalised and is supported in South Africa by targeted regulatory capital relief measures, investors should note that the challenging economic climate may impact its performance in the 2020 financial year.

South African political uncertainty may impact the South African economy, which in turn could have a negative effect upon the Group's operations and its financial condition, in a manner that may be difficult to predict

Historically, the South African political environment has been characterised by a high level of uncertainty and concerns about the strength and independence of the country's institutions.

In 2020, the South African political outlook will likely be dominated by economic concerns and the need for the Government to undertake structural macroeconomic reforms that are required to stabilise the fiscal outlook in South Africa and to remedy chronic operational and financial weaknesses across several core state-owned entities ("SOEs"), particularly Eskom. In January 2020, Eskom CEO André de Ruyter announced that planned electricity cuts would continue for the next 18-24 months, as Eskom embarked on deferred maintenance programmes. Despite being disruptive to economic activity, particularly on the manufacturing sector, Eskom's maintenance programmes are necessary for the future stability of the power supply.

These pressures will likely be compounded by the extraordinary effects of the COVID-19 pandemic, which is expected to significantly restrict global and South Africa GDP growth. Protracted economic weaknesses and the unwillingness of the Government to push for bold action to restructure chronically underperforming SOEs may weaken President Ramaphosa's public popularity, and support the development of more radical and populist alternatives to the current administration in the next local government elections (scheduled to be held in 2021), the next ANC national elections (scheduled to be held in 2022), and the next national and provincial elections (scheduled to be held in 2024).

In addition, although President Ramaphosa has strengthened his support base within the African National Congress ("ANC") over the past year, there remain substantial divisions within the ANC which threaten to compromise his economic and structural reform plans. Several internal ANC elections are scheduled to be held in 2020, the outcomes of which could either strengthen President Ramaphosa's position or offer an opportunity to his political opponents within the ANC to regroup. The performance of various Anti-Corruption Task Team institutions, in particular the National Prosecuting Authority ("NPA"), will continue to be of importance, particularly in light of the Government's commitment to hold accountable those responsible for corruption and 'state capture' during the tenure of former President Zuma.

Political instability, including the inability of the Government to implement the necessary structural reforms, may have an adverse impact on the South African economy and could have an adverse effect on the Group, its business, financial condition and results of operations.

Noteholders recourse to assets and/or cash flows of SBG may be subordinated to the rights of investors and funders to the assets and/or cash flows of the subsidiaries

SBG is a holding company and its ability to make payments in respect of the Notes issued by it under the Programme depends on the results of its operating subsidiaries and its ability to receive distributions and repayments from such subsidiaries

SBG is the ultimate holding company for the Group's interests and conducts its business through operating subsidiaries. SBG's ability to meet its financial obligations, including payments under Notes issued by it, depends on receipt of interest and principal payments on loans made by it to its operating subsidiaries (including, for example, any loans which may be made with the issue proceeds of Notes issued by SBG) and/or distributions of earnings and capital from its operating subsidiaries in the form of dividends, distributions or other advances and payments.

Certain of SBG's subsidiaries have incurred or may in the future incur indebtedness pursuant to loan agreements, indentures or other financial instruments that rank senior to SBG's loans to its subsidiaries. Furthermore, such subsidiaries are, or may in the future be, subject to restrictions contained in loan agreements or indentures which prohibit or limit their ability to transfer funds to SBG and/or require that any existing or new indebtedness of such subsidiaries to SBG be subordinated to the indebtedness under such loan agreements or indentures. SBG's subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due under Notes issued by SBG (or SBSA) or to make any funds available therefore, whether in the form of dividends or otherwise. Any right that SBG may have to receive assets of any such subsidiary upon its liquidation, and the consequent right of the holders of Notes to benefit from the distribution of proceeds from those assets, will be effectively subordinated to the claims of creditors of such subsidiaries, including tax authorities, employees, trade creditors and lenders.

The investments, business, profitability and results of operations of the Issuers may be adversely affected by risks relating to the Group's internal processes and operations

Fraudulent activity may result in financial losses which may have an adverse effect of the operations of the Group

The Group faces the risk of regulatory sanction, reputational damage and financial losses due to fraud, crime and misconduct. Internal and external fraud remain a top risk for the Group and the Group continues to invest in maintaining an appropriate control environment as the forms of fraud evolve in sophistication and complexity. Card fraud, defined under external fraud, remains the highest contributor to fraud losses suffered by the Group. This is mainly driven by the global trend of increased volumes of payments made on e-commerce channels, in-app purchases and electronic subscriptions, where cards are the preferred method of payment.

In addition, the Group continues to monitor for market abuse, market manipulation, rogue trading and trends of syndicate or collusive behavior where staff may be complicit during economic downturns, as these activities may result in financial losses.

As the Group grows its digital offerings and footprint, the risk of impersonation and breaches of logical access management, which could result in regulatory sanction, reputational damage or financial loss, is heightened.

Should the Group fall victim to fraudulent activities or be unable to detect or mitigate fraudulent activities, this may have an adverse effect on the business, financial condition and results of operations of the Group.

Cyber-crime may result in losses which negatively impact the Group's business, financial condition and/or results of operations

The Group operations are largely dependent on their own information technology systems and those of its third-party service providers. The Group could be negatively impacted by cyber-attacks on any of these.

The Group is cognisant of the mounting risk posed by cyber-crime. Financial services remain the most targeted economic sector from a cyber-threat perspective. The key sources of concern include the escalating sophistication of threats, increased volume of cyber-attacks in the world at large, and an ever-expanding cyber-attack surface. A successful cyber-attack could result in material losses of client or customer information, sabotage and/or damage of computer systems, reputational damage and may lead to regulatory penalties or financial losses.

The Group's businesses are subject to their ability to quickly adapt to disruptions while maintaining continuous business operations.

Any failure in the continuity of the Group's operations and services could have a materially adverse effect on the Group's business, financial condition and/or results of operations.

The Issuers may not be able to detect money laundering and other illegal or improper activities fully or on a timely basis, which could expose the Issuers to additional liability

The Issuers are required to comply with applicable anti-money laundering, counter terrorist financing and bribery and corruption reporting laws in South Africa see the sections titled "*Description of Standard Bank Group Limited – Regulation – Anti-money laundering regulatory requirements*" on page 171 and "*Description of the Standard Bank of South Africa - Regulation - Anti-money laundering regulatory requirements*" on page 233. Additionally, regulators across Africa require financial institutions to adopt the risk-based approach to managing risks associated with money laundering and the financing of terrorism, as espoused by the Financial Action Task Force Recommendations. Regulators expect financial institutions to conduct due diligence processes, technologically driven transaction surveillance and reporting mechanisms in all countries in which the Group operates. While the Issuers have adopted policies and procedures aimed at detecting and preventing the use of their banking network for money laundering and terrorist financing activity, such policies and procedures may not completely eliminate instances in which the Issuers may be used by other parties to engage in money laundering or other illegal or improper activities. To the extent that the Issuers may fail to fully comply with applicable laws and regulations, various regulatory authorities to which they report have the authority to impose fines and other penalties. In addition, the Issuers could suffer reputational harm if clients are found to have used them for money laundering or illegal purposes.

A failure or interruption in or breach of the Group's information technology systems could have an adverse effect on the Issuers' business, financial condition and/or results of operations

The Group's technology risk refers to the risk associated with the use, ownership, operation, involvement, influence and adoption of technology by the Issuers. It consists of technology-related events and conditions that could potentially impact the business including but not limited to technology changes, updates or alterations, digital services and cloud computing. A key consideration within technology risk is the Issuers' strategic focus to effectively adopt and use technology to achieve business objectives and be competitive.

The Group's main technology risks include the failure or interruption of critical systems, cybercrime, unauthorised access to systems, failure or exposure of a third-party service provider used by the Issuers and the inability to serve their customers' needs in a timely manner.

The Group has a high dependency on their technology systems and operations infrastructure to conduct their business. The Group regards these systems as critical to improving productivity and maintaining the Group's competitive edge. SBG has introduced fully digital solutions for transactional banking (internet banking, mobile phone banking via text message, and smartphone banking via the app) in most countries in which it operates, and SBG actively encourages customers to switch from physical to digital channels.

Any failure, interruption or breach in security of these systems could result in failures or interruptions in its risk management, general ledger, deposit servicing, loan servicing, debt recovery, payment custody and/or other important systems. If the Group's information systems fail, even for a short period of time, they could be unable to serve some or all customers' needs on a timely basis which could result in a loss of business.

The Group may suffer reputational or financial damage as a result of misconduct by third- and fourth-parties

The Group outsources certain services to third-party service providers. The Group faces a risk of loss or disruption to their services due to ineffective management of third- and fourth-party relationships by the Group, and misconduct, such as participation in financial crimes, by third- and fourth-parties.

Competition and Market Risk

An evolving competitive landscape may have an adverse effect on the Group's financial condition and results of operations

The Group is subject to significant competition from other major banks operating in its markets, including competitors such as international banks that may have greater financial and other resources, particularly in the corporate and investment banking market. Many of these banks compete for substantially the same customers as the Issuers and/or other members of the Group. The Group also faces competition from other non-bank entities that increasingly provide similar services to those offered by banks, including entities such as retailers, mobile telephone companies and other technology companies, including "bigtech", and entities in the shadow banking industry. The shadow banking industry is large and inconsistently regulated in some of the Group's markets, which creates additional competition and may in future cause heightened systemic risk. Increased competition from non-bank entities in the money markets and capital markets could impact the Issuers' ability to attract funding. Competition may increase in some, or all, of the Issuers' principal markets and may have an adverse effect on their financial condition and results of operations.

Adverse movements in market variables such as equity, bond and commodity prices, currency exchange and interest rates, credit spreads, recovery rates and correlations, could impact the market value of the Group's financial instruments

Market risk is the risk of a change in the market value, actual or effective earnings, or future cash flows of a portfolio of financial instruments, including commodities, which is caused by adverse movements in market variables such as equity, bond and commodity prices, currency exchange and interest rates, credit spreads, recovery rates, correlations and implied volatilities in all of these variables. The Group's key market risks are trading book market risk, interest rate risk in the banking book, equity risk in the banking book, foreign currency risk, own equity-linked transactions and post-employment obligation risk. Should the Group be unable to manage its market risk this could have a negative impact upon the value of its securities. At the Group level for the year ended 31 December 2019, Market risk consumed R1.3 billion, or 1.1 per cent., of Group Economic Capital. Interest rate risk in the banking book for the year ended 31 December 2019 consumed R4.8 billion, or 4.0 per cent. of Group Economic Capital.

Trading book market risk is represented by financial instruments, including commodities, held in various entities in the Group's trading books arising out of normal global market's trading activity. Banking book-related market risk exposure principally involves managing the potential adverse effect of interest rate movements on banking book earnings (net interest income and banking book mark-to-market profit or loss) and the economic value of equity.

Equity risk is defined as the risk of loss arising from a decline in the value of equity or an equity-type instrument held in the banking book, whether caused by deterioration in the underlying operating asset performance, net asset value, enterprise value of the issuing entity, or by a decline in the market price of the equity or instrument itself. Equity risk for the year ended 31 December 2019 consumed R6.6 billion, or 5.6 per cent. of Group Economic Capital.

The Group's primary non-trading related exposures to foreign currency risk arise as a result of the translation effect on their respective net assets in foreign operations, intragroup foreign-denominated debt and foreign-denominated cash exposures and accruals.

The Issuers have exposure to changes in SBG's share price arising from the equity-linked remuneration contractual commitments and post-employment obligation risk through the requirement to contribute as an employer to an underfunded defined benefit plan. Total expenses recognised in SBSA staff costs for Own equity-linked transactions for the year ended 31 December 2019 was R1.4 billion and the total liability recognised in other liabilities for own equity-linked transactions at as 31 December 2019, was R1.8 billion. The amount recognised as an asset in SBG's Statement of Financial Position as at 31 December 2019 for pension and other post-employment benefits was R1.1 billion. The amount of pension and other post-employment benefits recognised as a liability in SBG's Statement of Financial Position as at 31 December 2019 was R1.2 billion.

In addition, SBG, through its 53.62 per cent. shareholding in Liberty Holdings Limited ("**Liberty**"), is exposed to insurance risk. The Group's share of Liberty's headline earnings for the year ended 31 December 2019 was R1.9 billion, which equates to 6.6 per cent. of SBG's total headline earnings. The Group's Liberty business unit provides life insurance products and services through Liberty Group Limited, a subsidiary of Liberty. Market risk within the Group's life insurance business is split into three categories:

- market risks to which Liberty wishes to maintain exposure on a long-term strategic basis;
- market risks to which Liberty does not wish to maintain exposure on a long-term strategic basis as they are not expected to provide an adequate return on economic capital over time; and
- market risks to which Liberty does not wish to maintain exposure but where Liberty is unable to economically mitigate these risks through hedging.

Uncertainty in the timing and volume of future cash outflows resulting from obligations under insurance contracts could adversely impact SBG's liquidity and business operations, which could further impact SBG's operations and its financial condition, in a manner that may be difficult to predict

Insurance risk arises due to uncertainty regarding the timing and amount of future cash flows from insurance contracts. This could be due to variations in mortality, morbidity, policyholder behaviour or expense experience in the case of life products, and claims incidence, claim severity or expense experience in the case of life insurance products. Insurance risk applies to the life insurance operations housed in Liberty and non-life insurance operations housed in Standard Insurance Ltd ("**SIL**"). The Group's share of Liberty's headline earnings for the year ended 31 December 2019 was R1.9 billion, which equates to 6.6 per cent. of SBG's total headline earnings, while the non-life insurance operations housed in SIL are not considered to contribute a material risk in the context of the Group.

As a result of COVID-19 pandemic, the following impacts may be observed on certain risk factors such as: a drop in new business as potential customers face financial challenges and as hard selling efforts are

curtailed, an increase in cancellations as some clients face financial challenges due to the worsening economic climate, and an increase in average cost per claim due to fewer service providers willing and able to attend to claims, which may result in cash in lieu payments increasing. As economic conditions deteriorate there may also be an increase in fraudulent claims. However due to sovereign measures and controls, the claims incidence on the motor book is expected to go down thereby impacting headline earnings positively via reduction in loss ratios.

Stress testing is underway to quantify the impact of the COVID-19 pandemic. The spread of COVID-19 appears to be already having significant impacts on global investment markets and it further poses material business continuity and insurance risks to the Liberty group.

The Issuers' business and profitability may be adversely affected by liquidity and funding risks

Volatility in capital or credit markets may impact the Group's ability to access liquidity and funding

The Group's primary funding sources are in the form of deposits across a spectrum of retail and wholesale clients, as well as long-term capital and loan markets.

In respect of South Africa, the banking sector is characterised by certain structural features, such as a low discretionary savings rate in general and a high percentage of these are captured by institutions such as pension funds, provident funds and providers of asset management services. A portion of these savings translate into institutional funding for the banking system that comprises wholesale funding from financial institutions across a range of deposits, loans and financial instruments. These deposits have a different liquidity profile to retail deposits. As a result, the Issuers, along with other banking groups in South Africa, have a higher reliance on wholesale funding than retail deposits. As at 31 December 2019, retail deposits comprised 22 per cent. of the total funding-related liabilities of SBSA and 27 per cent. of the total funding-related liabilities of SBG.

Wholesale funding sourced by members of the Group is usually of a short-to-medium term and entered into on a contractual basis. Wholesale funding is more expensive than retail deposits, and is sourced from a small number of depositors, principally, fund managers. As at 31 December 2019, 83 per cent. of the SBSA's deposits and debt funding had a contractual maturity date of 12 months or less or were repayable on demand. As at 31 December 2019, SBSA's largest single depositor accounted for 2.6 per cent. of total deposits and the top 10 depositors accounted for 9.6 per cent. of total deposits, well within SBSA's risk appetite of 10 per cent. and 20 per cent. respectively. As at 31 December 2019, 85 per cent. of SBG's deposits and debt funding had a contractual maturity date of 12 months or less or were repayable on demand. As at 31 December 2019, the largest single depositor accounted for 2.2 per cent. of total deposits and the top 10 depositors accounted for 8.0 per cent. of total deposits, well within the Group's risk appetite of 10 per cent. and 20 per cent. respectively.

If a substantial portion of the depositors withdraw their demand deposits or did not roll over their term deposits upon maturity, the Issuers' may need to seek more expensive sources of funding to meet their funding requirements and no assurance can be made that additional funding will be obtained on commercially reasonable terms as and when required, or at all. Any inability to refinance or replace such deposits with alternative funding could adversely affect the liquidity and financial condition of SBSA or SBG.

Disruptions, uncertainty or volatility in the capital and credit markets may limit the Issuers' ability to refinance maturing liabilities with long-term funding and may increase the cost of such funding. The availability to the Issuers of any additional financing they may need will depend on a variety of factors, such as market conditions, the availability of credit generally and to borrowers in the financial services industry specifically, and the Issuers' financial condition, credit ratings and credit capacity. The possibility that customers or lenders could develop a negative perception of the Issuers' financial prospects if, for example, an Issuer incurs large losses, experiences significant deposit outflows or if the

level of an Issuer's business activity decreases, could also affect the availability of any additional financing.

Although the Issuers believe that their level of access to domestic and international inter-bank and capital markets and their liquidity risk management policies allow and will continue to allow the Issuers to meet their short-term and long-term liquidity needs, any maturity mismatches may have an adverse impact on their financial condition and results of operations. Furthermore, there can be no assurance that the Issuers will be successful in obtaining additional sources of funds on acceptable terms or at all.

A downgrade in the Issuers' credit ratings or the credit rating of South Africa could have an adverse effect on the Issuers' access to liquidity sources and funding costs

As of the date of this Base Prospectus, SBSA's short and long-term foreign currency deposit rating was assessed by Moody's Investors Service Cyprus Ltd. ("**Moody's**") as NP and Ba1, respectively, with a negative outlook and SBSA's short and long-term foreign currency issuer default rating was assessed by Fitch Ratings Limited ("**Fitch**") as B and BB, respectively, with a negative outlook. As of the date of this Base Prospectus, SBG's long-term Issuer rating was assessed by Moody's as Ba2 with a negative outlook and SBG's short and long-term foreign currency issuer default rating was assessed by Fitch as B and BB, respectively, with a negative outlook. Moody's award of the SBG's rating is one notch lower than the deposit rating assigned to SBSA. SBG's issuer rating is mainly driven by the structural subordination of SBG's creditors to those of SBSA.

A downgrade of the Issuers' credit ratings may increase their cost of borrowing, limit their ability to raise capital and adversely affect their results of operations. In March 2020, SBSA's credit rating was downgraded to Ba1 from Baa3 with a negative outlook by Moody's, as SBSA's rating is constrained by its sizeable exposure to government securities, which effectively links its creditworthiness to that of the national government. The negative outlook also reflects potential pressures on the Issuer's asset quality and profitability, as a result of the weakening operating environment. In March 2020, SBSA and SBG's credit ratings were downgraded to BB from BB+ with a negative outlook by Fitch, driven by the expected negative impact from the COVID-19 pandemic on banks' operating environment and key financial metrics. Fitch expects South African banks to face multiple challenges in the near term, including a decline in client activity, lower interest rates (which will put pressure on margins) and rising credit losses. These factors will increase risks to banks' earnings, asset quality and capitalisation. Further downgrade or potential downgrade of the South African sovereign rating or a change in rating agency methodologies relating to systemic support provided by the South African sovereign could also negatively affect the perception by rating agencies of the Issuers' ratings. The Issuers continue to proactively plan for the potential implications of further South African sovereign credit rating agency downgrades for both local and foreign currency which could still have a significant impact on the Issuers' access to, and cost of foreign currency liquidity sources.

There can also be no assurance that the rating agencies will maintain the Issuers' current ratings or outlooks or those of South Africa. Ratings are not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating organisation. Each rating should be evaluated independently of any other rating.

The Issuers are subject to prescribed regulatory capital and liquidity requirements that could affect their operations. A failure to adhere to these requirements may result in constrained asset growth and restrictions being placed on distributions which may impact the Issuers ability to fulfil their obligations under the Notes

The Issuers are subject to capital adequacy requirements specified by the South African Reserve Bank (the "**SARB**"), which provide for a minimum common equity tier 1 ("**CET 1**"), tier 1 and total capital adequacy ratio.

The amended Regulations relating to Banks (as further amended on 20 May 2016) (as defined in the Conditions) effective 1 January 2013 are based on the Basel III framework ("**Basel III**") introduced by the Basel Committee on Banking Supervision ("**BCBS**") and provide the minimum risk based capital ratios. The SARB adopted the Basel III framework, subject to certain phase-in provisions as provided by the Basel Committee for Banking Supervision ("**BCBS**") from 1 January 2013. From 1 January 2019 the requirements that were subject to phase-in provisions have been fully implemented. The minimum CET 1, Tier 1 and Total capital adequacy ratios for 2019 are 8.50 per cent, 10.75 per cent and 14.00 per cent respectively. These minimum ratios exclude the countercyclical buffer and confidential bank-specific pillar 2b capital requirement but include the maximum potential domestic systemically important bank requirement ("**D-SIB**"), which is also bank-specific and therefore confidential.

In response to pressures on banks' capital supply brought about by the COVID-19 pandemic, the PA has implemented measures under Directive D2/2020, issued in terms of section 6(6) of the Banks Act to reduce the currently specified minimum requirement of capital and reserve funds to be maintained by banks, in order to provide temporary capital relief to enable banks to counter economic risks to individual banks as well the financial system as a whole. The Basel III capital buffers continue to make it more challenging for banks and bank holding companies to comply with minimum capital ratios. Failure by the Issuers to meet certain of these buffers, for example the capital conservation and countercyclical buffers, could result in restrictions being placed on distributions, including dividends and discretionary payments, and any failure by the Issuers to maintain their capital ratios may result in action taken in respect of the Issuers, which may in turn impact on their ability to fulfil their obligations under the Notes.

In addition, Basel III prescribes two minimum liquidity standards for funding liquidity. The first is the liquidity coverage ratio ("**LCR**") which became effective on 1 January 2015 and aims to ensure that banks maintain an adequate level of high-quality liquid assets to meet liquidity needs for a 30 calendar day period under a severe stress scenario. The second is the net stable funding ratio ("**NSFR**"), which became effective on 1 January 2018, and which aims to promote medium and long-term funding of banks' assets and activities.

South Africa, as a G20 and BCBS member country, was required to meet the fully compliant Basel III LCR framework of 100 per cent. in 2019. SBSA reported a LCR of 124.4 per cent as at 31 December 2019 based on a simple average of 92 days of daily observations over the quarter ended 31 December 2019, exceeding the SARB's minimum requirement of 100 per cent. SBG reported a LCR of 138.4 per cent as at 31 December 2019 based on a simple average of 92 days of daily observations over the quarter ended 31 December 2019 for the majority of SBG's balance sheet and a simple average of the three month-end data points for certain Africa Regions banking entities which are not yet reported daily, exceeding the SARB's minimum requirement of 100 per cent.

The PA is cognisant that market liquidity in South Africa has decreased due to the current financial market turmoil resulting from the COVID-19 pandemic and as a result, banks are under increased pressure to comply with the currently prescribed LCR requirements. This has been primarily driven by risk-averse depositors moving out of term funding and into short-term funding as well as large portions of unencumbered high-quality liquid assets held by banks decreasing in value due to negative mark-to-market adjustments caused by increases in the yields of the underlying instruments. The PA views the current financial market turmoil as a period of financial stress and has deemed it appropriate to temporarily amend the required level specified for banks' compliance with the LCR. Under Directive D1/2020, issued in terms of section 6(6) of the Banks Act, the SARB's minimum requirement of 100 per cent for LCR has been reduced to 80 per cent with effect from 1 April 2020 until such time as the PA directs in writing that it is of the view that the financial markets have normalised. The Directive is aimed at providing temporary liquidity relief during this time to banks, branches of foreign institutions and controlling companies, in line with the intention of the Basel III LCR framework.

The SARB has approved the 2019/2020 committed liquidity facility ("**CLF**") at a reduced value compared to the CLF for 2018. The decrease in the CLF was driven by the PA Guidance Note 5/2019 containing revised guidelines and conditions relating to the continued provision of the CLF thereby

signalling the SARB's intention to gradually phase out the CLF by 1 December 2021.

The Issuers successfully managed their balance sheet structures and maintained NSFR compliance for 2019, with SBSA reporting a NSFR of 108.8 per cent as at 31 December 2019 in excess of the 100.0 per cent regulatory requirement, and SBG reporting a NSFR of 119.5 per cent. as at 31 December 2019 in excess of the 100.0 per cent. regulatory requirement, as well as specified internal risk appetite requirements.

Failure by the Issuers to meet the minimum liquidity standards for funding liquidity (LCR and NSFR), could limit the bank's ability to support planned lending activities, and any failure by the Issuers to maintain their liquidity ratios may result in the enforcement and execution of the contingent funding plan.

Regulatory risks relating to the Issuers

The impact of any future change in law or regulation on the Issuers' business is uncertain

The Issuers are subject to the laws, regulations, administrative actions and policies of South Africa and each other jurisdiction in which they operate, and the Issuers' activities may be constrained by applicable legal and regulatory requirements. Changes in regulation and supervision, particularly in South Africa, could materially affect the Issuers' business, the products or services offered, the value of their assets and their financial condition. Although the Issuers work closely with their regulators and continuously monitor the situation, future changes in regulation, fiscal or other policies cannot be predicted and are beyond the control of the Issuers. The Issuers may incur reputational damage and financial losses if they are unable to anticipate or prepare for future changes to law or regulation.

Changes in government policy, legislation or regulatory interpretation applying to the financial services industry in the markets in which the Group operates may adversely affect the Issuers' product range, distribution channels, capital requirements and, consequently, reported results and financing requirements. In particular, any change in regulation to increase the requirements for capital adequacy or liquidity, or a change in accounting standards, could have a material adverse impact on the Group's business, results, financial condition or prospects.

In the context of South Africa, a parliamentary committee has been set up to investigate Section 25 of the Constitution on expropriating property. Public hearings to discuss the proposals were held in 2019 and amendments to the Constitution have been released for comment. In addition, amendments to the Expropriation Act are being debated in Parliament. This investigation, together with slow progress on the legislation necessary for land reform programmes, is likely to create an uncertain policy environment for land reform in the short term for the financial sector.

Consumer credit regulation has been tightened to provide stronger consumer protection under the National Credit Act, 2005 (the "**National Credit Act**"), and includes Affordability Assessment Regulations for unsecured loans (2015), and the Review of Fees and Interest Rates (2016), which capped consumer credit interest rates, administration fees and initiation fees. Additional amendments to the NCA were enacted in 2019. These include increased powers of enforcement of the regulator, and additional mechanisms to assist vulnerable, over-indebted customers, and, *inter alia*, to provide for debt intervention for low income earners within South Africa (earning less or equal to R7500). The combined impact of these reforms may increase the cost of credit for consumers as well as restrict access to credit from formal credit providers for the lower income market, which may negatively impact demand for products and services provided by SBSA.

In the context of the Africa Regions, regulatory activity in 2019 was mostly focused on consumer demand and competition and security, resilience and stability of financial systems. Interactions with, and enquiries from, regulators regarding capital and liquidity-related regulatory requirements indicated further

impending changes to the regulatory landscape in 2020, with the expectation of financial institutions to be risk sensitive, resulting in higher capital requirements.

Risks relating to Emerging Markets

Investors in emerging markets should be aware that these markets may be subject to greater risk than more developed markets, which may adversely affect the value or liquidity of Notes issued by the Issuers under the Programme

South Africa and the economies of the Africa Regions are generally considered by international investors to be emerging markets. SBSA and its subsidiaries are fully integrated with the rest of the Group and therefore also play a key role in positioning the Group to capitalise on the growth in emerging markets in the rest of Africa. Investors in emerging markets such as South Africa and sub-Saharan Africa should be aware that these markets may be subject to greater risk than more developed markets. These risks include economic instability as well as, in some cases, significant legal and political risks.

Economic and financial market volatility in South Africa has been caused by many different factors. Due to its liquidity and use as a proxy for emerging market trades, the Rand is particularly exposed to changes in investor sentiment and resulting periods of volatility. In addition to this, economic instability in South Africa and in other emerging market countries is caused by many different factors, including the following:

- the COVID-19 pandemic;
- electricity supply instability;
- a deteriorating fiscal outlook;
- policy uncertainty and rising populism;
- a wide current account deficit;
- currency volatility;
- constrained commodity prices;
- capital outflows; and
- a decline in domestic demand.

Any of these factors, amongst others, as well as volatility in the markets for securities similar to the Notes, may adversely affect the value or liquidity of the Notes.

Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved, and prospective investors are urged to consult with their own legal and financial advisors before making an investment in the Notes.

Investors should also note that developing markets, such as those in African countries, are subject to rapid change.

Exchange Control regulations may impact the Group's operations in the relevant countries in which they operate

There has been a gradual relaxation in exchange controls in South Africa since 1995. The extent to which the Government may further relax such exchange controls cannot be predicted with certainty, although the Government has committed itself to a gradual approach of further relaxation. Further relaxation or the abolition of exchange controls may precipitate a change in the capital flows to and from South Africa. If the net result of this were to cause large capital outflows, this could adversely affect the Group's business and financial condition as a whole.

In the context of the Africa Regions, the introduction of exchange controls, or changes to existing exchange control regulations, may similarly impact the Group's business and financial condition in the relevant country in which the exchange controls are introduced or changed, as applicable

Risks relating to the Notes

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the relevant Issuer. Although applications have been, or will be, made for the Notes issued under the Programme to be admitted to listing on the Official List of the FCA and to trading on the Market of the London Stock Exchange, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The Notes may be redeemed prior to maturity

Unless in the case of any particular Tranche of Notes the relevant Final Terms specify otherwise, in the event that the relevant Issuer has or will be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision thereof or any authority therein or thereof having power to tax, the relevant Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the relevant Issuer's option in certain other circumstances, the relevant Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes. Any redemption of Subordinated Notes prior to their Maturity Date (as defined herein) (if any) requires the prior written approval of the PA.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfers, payments and communications with the Issuers

Notes issued under the Programme may be represented by one or more Global Notes (as defined herein). Such Global Notes will be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Each of Euroclear and Clearstream, Luxembourg (each as defined herein) and their respective direct and indirect participants will maintain records of the beneficial interests in the Global Notes held through it. While the Notes are represented by one or more Global Notes,

investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the relevant Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common depository for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg and its participants to receive payments under the relevant Notes. The relevant Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the relevant Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the relevant Deed of Covenant (as defined herein).

Credit Rating

Tranches of Notes issued under the Programme may be rated or unrated. If a rating is assigned to any issue of Notes, the rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

Exchange rate risks

The relevant Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the Final Terms). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency equivalent market value of the Notes. Similarly, the relevant Issuer may be exposed to potential losses if the Specified Currency were to depreciate against key currencies in which the relevant Issuer's revenues are based, which may have an adverse effect on its financial condition and results of operations.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk based capital or similar rules.

The Notes may be de-listed, which may materially affect an investor's ability to resell

Any Notes that are listed on the London Stock Exchange or any other listing authority, stock exchange or quotation system may be de-listed. If any Notes are delisted, the relevant Issuer is obliged to endeavour

promptly to obtain an alternative listing. Although no assurance is made as to the liquidity of the Notes as a result of listing on the London Stock Exchange or any other listing authority, stock exchange or quotation system, delisting the Notes may have a material adverse effect on a Noteholder's ability to resell the Notes in the secondary market.

Risks related to the structure of the particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the relevant Issuer

An optional redemption feature is likely to limit the market value of the Notes. During any period when the relevant Issuer may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Modification and waivers and substitution

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change in law

The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by English law, save that the provisions of Conditions 4(b) (*Status of the Subordinated Notes that are not Tier 2 Notes*), 4(c) (*Status of Tier 2 Notes*), 4(d) (*Loss Absorption Following A Non-Viability Event*), 4(e) (*Disapplication of Non-Viability Loss Absorption*), 10(1) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*) and 14.2 (*Events of Default relating to the Subordinated Notes*) are governed by, and will be construed in accordance with, South African law. No assurance can be given as to the impact of any possible judicial decision or change to English or South African law or administrative practice in either such jurisdiction after the date of this Base Prospectus.

Denominations

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination (as defined in the Conditions) of EUR100,000 (or its equivalent) plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of EUR100,000 (or its equivalent) that are not integral multiples of EUR100,000 (or its equivalent). In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a definitive note in respect of such holding (should

definitive notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination. Definitive notes will only be issued if (a) Euroclear or Clearstream, Luxembourg (or other relevant clearing system) is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

The reset of the rate of interest with respect to the Reset Notes on each Reset Date could affect the market value of an investment in such Notes

As set out in Condition 9 (*Reset Note Provisions*), Reset Notes will initially bear interest at the relevant Initial Rate of Interest which will be reset on the first Reset Date (and if applicable, Subsequent Reset Dates) (each such interest rate, a "**Subsequent Reset Rate of Interest**"). The Subsequent Reset Rate of Interest for any relevant Reset Period could be less than the relevant Initial Rate of Interest or the relevant Subsequent Reset Rate of Interest for prior Reset Periods, which could affect the market value of an investment in the relevant Notes.

Reset Notes may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on such Notes may be less favourable than the prevailing spreads on comparable floating rate Notes tied to the same reference rate.

The value of and return on any Notes linked to a benchmark may be adversely affected by ongoing national and international regulatory reform in relation to benchmarks

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be "benchmarks" are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such "benchmark".

The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

These reforms (including the Benchmarks Regulation) could have a material impact on any Notes linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "relevant benchmark" are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "relevant benchmark".

It is not possible to predict with certainty whether, and to what extent, LIBOR, EURIBOR or any other benchmark will continue to be supported going forward. This may cause LIBOR, EURIBOR or any other such benchmark to perform differently than they have done in the past, and may have other consequences which cannot be predicted. The potential elimination of LIBOR, EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the Conditions of the Notes, or result in other consequences, in respect of any Notes referencing such benchmark. More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of

"benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have (without limitation) the following effects on certain "benchmarks": (i) discouraging market participants from continuing to administer or contribute to the "benchmark"; (ii) triggering changes in the rules or methodologies used in the "benchmark"; and/or (iii) leading to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a "benchmark".

The FCA has indicated through a series of announcements commencing in 2017 that the continuation of LIBOR in its current form (or at all) after 2021 cannot be guaranteed. In the event that LIBOR or any other benchmark is permanently discontinued, the relevant Issuer may, after appointing and consulting with an Independent Adviser, determine a Successor Rate or Alternative Rate to be used in place of LIBOR or the relevant benchmark where LIBOR or any other benchmark has been selected as the Reference Rate to determine the Rate of Interest. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest may result in Notes linked to or referencing LIBOR or the relevant benchmark performing differently (including paying a lower Rate of Interest) than they would do if LIBOR or the relevant benchmark were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for LIBOR or the relevant benchmark is determined by the relevant Issuer, the Conditions provide that the relevant Issuer may vary the Conditions, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the relevant Issuer, the Conditions also provide that an Adjustment Spread may be applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, so far as is practicable, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of LIBOR or the relevant benchmark with the Successor Rate or the Alternative Rate. However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of an Adjustment Spread will either reduce or eliminate economic prejudice to Noteholders and Couponholders. If no Adjustment Spread is determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest.

The Conditions do not permit the relevant Issuer to determine a Successor Rate or Alternative Rate to be used in place of LIBOR or any other benchmark, in circumstances where the relevant Issuer is unable to appoint an experienced Independent Adviser of international repute. In the event of a permanent discontinuation of LIBOR or any other benchmark, the relevant Issuer may be unable to appoint an Independent Adviser in a timely manner, or at all, in which case it will be unable to determine a Successor Rate or Alternative Rate. In these circumstances, where LIBOR or any other benchmark has been discontinued, the Rate of Interest will revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before LIBOR or the relevant benchmark was discontinued, and such Rate of Interest will continue to apply until maturity. Furthermore, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Notes be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the relevant Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Subordinated Notes as Tier 2 Capital. Any of the foregoing may result in the effective application of a fixed rate for the relevant Series of Notes.

In addition, if LIBOR or any other benchmark is discontinued permanently, and the relevant Issuer, for any reason, is unable to determine any of the Successor Rate or Alternative Rate, the Rate of Interest may revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before LIBOR

or the relevant benchmark was discontinued, and such Rate of Interest will continue to apply until maturity.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms in making any investment decision with respect to any Notes linked to or referencing a "benchmark".

In respect of any Notes issued as Green Bonds, Social Bonds or Sustainable Bonds, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor

The Final Terms relating to any specific Tranche of Notes may provide that it will be the relevant Issuer's intention to apply the proceeds from an offer of those Notes specifically for projects and activities that (i) promote climate-friendly and other environmental purposes ("**Green Projects**"), (ii) are aimed at reducing economic and social inequality ("**Social Projects**"), or (iii) have both a positive environmental and social impact ("**Sustainable Projects**"). Prospective investors should determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the relevant Issuer that the use of such proceeds for any Green Projects, Social Projects or Sustainable Projects, as applicable, will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, social or sustainability impact of any projects or uses, the subject of or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green", "social" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable, will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the relevant Issuer) which may be made available in connection with the issue of any Notes and in particular with any Green Projects, Social Projects or Sustainable Projects, as applicable, to fulfil any environmental, social, sustainability and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the relevant Issuer or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the relevant Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or

regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, social or sustainability impact of any projects or uses, the subject of or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the relevant Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the relevant Issuer to apply the proceeds of any Notes so specified for Green Projects, Social Projects or Sustainable Projects, as applicable, in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Green Projects, Social Projects or Sustainable Projects, as applicable, will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Green Projects, Social Projects or Sustainable Projects, as applicable. Nor can there be any assurance that such Green Projects, Social Projects or Sustainable Projects, as applicable, will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the relevant Issuer. Any such event or failure by the relevant Issuer will not constitute an Event of Default under the Notes.

Any such event or failure to apply the proceeds of any issue of Notes for any Green Projects, Social Projects or Sustainable Projects, as applicable, as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the relevant Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Green Projects, Social Projects or Sustainable Projects, as applicable, and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Risks relating to Subordinated Notes

Substitution or Variation of Tier 2 Notes upon the occurrence of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law

Upon the occurrence and continuation of a Capital Disqualification Event, Tax Event (Gross Up), Tax Event (Deductibility) or, if specified in the Final Terms, a Change in Law (each as defined in Condition 2 (*Interpretation*)), the relevant Issuer may, subject as provided in Condition 10(k) (*Substitution or Variation*) and without the need for any consent of the Noteholders or Couponholders, substitute all (but not some only) of any Series of Tier 2 Notes, or vary the terms of all (but not only some) such Notes so that they remain or, as appropriate, become, Qualifying Tier 2 Securities (as defined in Condition 2 (*Interpretation*)). While the relevant Issuer cannot make changes to the terms of Tier 2 Notes that are materially less favourable to the holders of the relevant Tier 2 Notes, no assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax consequences of holding such substituted or varied Tier 2 Notes could be different for some categories of Holders from the tax consequences for them of holding the Tier 2 Notes prior to such substitution or variation.

Early Redemption of Subordinated Notes upon the occurrence of a Capital Disqualification Event (in relation to Tier 2 Notes only), Tax Event (Gross Up), Tax Event (Deductibility) or a Change in Law

Upon the occurrence and continuation of a Capital Disqualification Event (in relation to Tier 2 Notes only), Tax Event (Gross up), Tax Event (Deductibility) or, if specified in the Final Terms, a Change in

Law (each as defined in Condition 2 (*Interpretation*)), but (other than in respect of a Capital Disqualification Event) subject to Condition 10) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*), the relevant Issuer may, at its option, redeem all (but not some only) of the Subordinated Notes at the Early Redemption Amount as specified in, or determined in the manner specified in, the applicable Final Terms or Pricing Supplement. Noteholders will not receive a make-whole amount or any other compensation in the event of any early redemption of Notes.

There can be no assurance that holders of Notes will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in the Notes.

The relevant Issuer's obligations under Tier 2 Notes are subordinated and Tier 2 Noteholders will have no right of set-off

The relevant Issuer's obligations under Tier 2 Notes will be unsecured and subordinated and will, in the event that the relevant Issuer is placed into liquidation or is wound-up, be subordinated to the claims of Senior Creditors (as defined in Condition 2 (*Interpretation*)) of the relevant Issuer.

If the relevant Issuer is wound-up or put into liquidation, voluntarily or involuntarily, Tier 2 Noteholders (as defined in the Conditions) will not be entitled to any payments of principal or interest in respect of the Tier 2 Notes until the claims of Senior Creditors which are admissible in any such winding-up or liquidation have been paid or discharged in full. If the relevant Issuer does not have sufficient assets at the time of winding-up or liquidation to satisfy the claims of the Senior Creditors, then Tier 2 Noteholders will not receive any payment in respect of their Tier 2 Notes.

In addition, the rights of Tier 2 Noteholders are limited in certain respects. In particular, if the relevant Issuer defaults on a payment of any amount due on a Tier 2 Note for a period of 7 (seven) days or more, such Tier 2 Noteholder may only institute proceedings for the winding-up of the relevant Issuer (and/or prove a claim in any winding-up of the relevant Issuer) but take no other action in respect of that default. Only if an order of court is made or an effective resolution is passed for the winding-up, liquidation or dissolution of the relevant Issuer (other than pursuant to a Solvent Reconstruction (as defined in Condition 2 (*Interpretation*))) shall Tier 2 Noteholders be able to declare (upon written notice) such Tier 2 Note immediately due and payable.

Subject to Applicable Law, in accordance with the Conditions no Tier 2 Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the relevant Issuer under or in connection with the Tier 2 Notes and each Tier 2 Noteholder shall, by virtue of being the holder of any Tier 2 Note, be deemed to have waived all such rights of set-off, compensation and retention.

Accordingly, although Tier 2 Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Tier 2 Notes will lose all or some of its investment should the relevant Issuer become insolvent.

Subordinated Notes that are not Tier 2 Notes will be subordinated to most of the relevant Issuer's liabilities

The payment obligations of the relevant Issuer under Subordinated Notes that are not Tier 2 Notes will rank behind Unsubordinated Notes. Subordinated Notes that are not Tier 2 Notes constitute direct, unsecured and subordinated obligations of the relevant Issuer and rank *pari passu* among themselves and at least *pari passu* with all Other Subordinated Securities (as defined in Condition 2 (*Interpretation*))) but in priority to Tier 2 Capital.

With regard to any Subordinated Notes that are not Tier 2 Notes, if the relevant Issuer is declared insolvent and a winding up is initiated, the relevant Issuer will be required to pay the holders of unsubordinated debt and meet its obligations to all its other creditors (including unsecured creditors but

excluding any obligations in respect of Other Subordinated Securities and Other Tier 2 Securities) in full before it can make any payments on Subordinated Notes that are not Tier 2 Notes. If this occurs, the relevant Issuer may not have enough assets remaining after these payments to pay amounts due under such Subordinated Notes that are not Tier 2 Notes.

The relevant Issuer is not prohibited from issuing further debt which may rank pari passu with or senior to the Subordinated Notes

There is no restriction on the amount of securities or indebtedness that the relevant Issuer may issue or incur which ranks senior to, or *pari passu* with, Subordinated Notes. The issue of any such securities or indebtedness may reduce the amount recoverable by holders of Subordinated Notes on a winding-up, liquidation or curatorship of the relevant Issuer.

Statutory Loss Absorption at the Point of Non-Viability of the relevant Issuer

Basel III requires the implementation of certain non-viability requirements as set out in the press release dated 13 January 2011 of the BCBS entitled "*Minimum requirements to ensure loss absorbency at the point of non-viability*" (the "**Basel III Non-Viability Requirements**"). The Basel III Non-Viability Requirements represent part of the broader package of guidance issued by the BCBS on 16 December 2010 and 13 January 2011 in relation to Basel III.

Under the Basel III Non-Viability Requirements, the terms and conditions of all Additional Tier 1 and Tier 2 instruments (as defined below) issued by an internationally-active bank must have a provision that requires such instruments, at the option of the relevant authority, to either be written off or converted into common equity upon the occurrence of a trigger event (described below) unless:

- (a) the governing jurisdiction of the bank has in place laws that (i) require such Tier 1 and Tier 2 instruments to be written off upon such event, or (ii) otherwise require such instruments to fully absorb losses before tax-payers are exposed to loss (a "**Statutory Loss Absorption Regime**" or "**SLAR**");
- (b) a peer group review confirms that the jurisdiction conforms with paragraph (a) above; and
- (c) it is disclosed by the relevant regulator and by the issuing bank, in issuance documents going forward, that such instruments are subject to loss under paragraph (a) above.

The trigger event is the earlier of: (1) a decision that a write-off, without which the issuing bank would become non-viable, is necessary, as determined by the relevant authority; and (2) the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank would have become non-viable, as determined by the relevant authority.

Regulation 38(12) of the Regulations Relating to Banks refers to the need for the Basel III Non-Viability Requirements to be reflected in the terms and conditions of a Tier 2 capital instrument ("**Tier 2 instrument**") unless a duly enforceable SLAR is in place.

The SARB has provided clarity on the loss absorbency requirements contemplated in the Regulations Relating to Banks in Guidance Note 2 of 2012 (*Matters related to the implementation of Basel III*) and Guidance Note 6 of 2017 (*Loss absorbency requirements for Additional Tier 1 and Tier 2 capital instruments*) ("**Guidance Note 6**"), Circular 6 of 2013 (*Matters related to conditions for the issue of instruments or shares, the proceeds of which rank as Tier 2 capital*) and Circular 6 of 2014 (*Interpretation of specified conditions for the issuing of instruments or shares which rank as additional tier 1 capital and tier 2 capital*), and has indicated that it, together with National Treasury, is in the process of drafting legislation that will provide for a detailed SLAR. No official statement has however been made as to when the SLAR will be implemented in South Africa. The SARB has also provided guidance for its approach on bank recovery and outlined the phased-in approach to be followed in relation

to the development of bank resolution plans in Guidance Note 4 of 2012 (*Further guidance on the development of recovery and resolution plans by South African banks*). These Guidance Notes are broadly drafted and require further refinement, and market participants continue to discuss the Regulations Relating to Banks and the Guidance Notes with the SARB. Paragraph 1.3 of Guidance Note 6 provides that the SARB will continue to monitor international developments around loss absorbency requirements, and if necessary, will issue further guidance.

Guidance Note 6 requires banks to indicate, in the contractual terms and conditions of any Tier 2 instruments issued, whether such instruments would be either written-off or converted into the most subordinated form of equity of the bank and/or its controlling company (such conversion, "**Conversion**") at the occurrence of a trigger event determined in the PA's discretion, as envisaged in Regulation 38(12)(a)(i) of the Regulations Relating to Banks. To the extent that any Tier 2 instruments are issued prior to the commencement of the SLAR, such Tier 2 instruments will have to contractually provide for write-off or Conversion (at the discretion of the Relevant Regulator (as defined in the Conditions)) at the occurrence of a Non-Viability Event (as defined in the Conditions), as write-off and Conversion are understood and applied in terms of the regulatory framework applicable at the time of the issuance of such Tier 2 instruments) in order to qualify as Tier 2 Capital. The terms and conditions of Tier 2 Notes issued under this Programme accordingly provide for the Write-off (as defined in Condition 2 (*Interpretation*)) of such Tier 2 Notes at the discretion of the Relevant Regulator upon the occurrence of a Non-Viability Event (see Condition 4(d) (*Loss Absorption Following A Non-Viability Event*) (subject to Condition 4(e) (*Disapplication of Non-Viability Loss Absorption*))).

Notwithstanding the requirement to provide for write-off and/or Conversion in the contractual terms and conditions of a Tier 2 instrument, paragraph 6.3 of Guidance Note 6 provides that banks have the option to elect, upon the commencement of the SLAR, to have the existing contractual write-off/Conversion provisions of any Tier 2 instruments issued prior to the implementation of the SLAR replaced with the write-off/Conversion provisions in the legislation and/or regulations which implement(s) the SLAR (see Condition 4(e) (*Disapplication of Non-Viability Loss Absorption*))). Where the relevant Issuer elects to have the Non-Viability Loss Absorption Condition continue to apply to Tier 2 Notes issued subject to such Non-Viability Loss Absorption Condition, rather than subjecting such Tier 2 Notes to the SLAR (on commencement of the legislation and/or regulations which implement(s) the SLAR), such Tier 2 Notes will be subject to such minimum requirements of the Statutory Loss Absorption Regime required to ensure that the Tier 2 Notes continue to qualify as Tier 2 Capital.

Whether in terms of the contractual write-off/Conversion provisions or the write-off/Conversion provisions in the legislation and/or regulations which implement(s) the SLAR, the possibility of write-off means that Tier 2 Noteholders may lose some or all of their investment. The exercise of any such power by the Relevant Regulator or any suggestion of such exercise could materially adversely affect the price or value of a Tier 2 Noteholder's investment in Tier 2 Notes and/or the ability of the relevant Issuer to satisfy its obligations under such Tier 2 Notes.

Despite the above, whether regulated by the contractual write-off/Conversion provisions or the write-off/Conversion provisions in the legislation and/or regulations which implement(s) the SLAR, paragraph 2.6 of Guidance Note 6 provides that write-off or Conversion of Tier 2 instruments will only occur to the extent deemed by the Relevant Regulator as necessary to ensure that the relevant Issuer is viable, as specified in writing by the Relevant Regulator. Accordingly, any write-off or Conversion of the Tier 2 Notes will generally be effected to ensure compliance with these minimum requirements only.

Payment of any amounts of principal and interest in respect of Tier 2 Notes will be cancelled or written-off upon the occurrence of a Non-Viability Event

Upon the occurrence of a Non-Viability Event (as defined in Condition 2 (*Interpretation*)), Tier 2 Notes will be cancelled (in the case of a Write-off in whole) or written-off in part on a pro rata basis (in the case of a Write-off in part) in accordance with the Capital Rules (as defined in Condition 2 (*Interpretation*))).

Further to such cancellation or Write-off, Tier 2 Noteholders will no longer have any rights against the relevant Issuer with respect to any amounts cancelled or written off and the relevant Issuer shall not be obliged to pay compensation in any form to Tier 2 Noteholders. Furthermore, any such cancellation or Write-off will not constitute an Event of Default (as defined in the Conditions) or any other breach of the relevant Issuer's obligations under the Conditions of any Tier 2 Notes.

A Non-Viability Event will occur when the relevant regulator has notified the relevant Issuer that it has determined that a "trigger event" as specified in the Capital Rules has occurred. A trigger event in relation to Tier 2 instruments in the Capital Rules is described as being, at a minimum, the earlier of:

- (a) a decision that a write-off, without which the relevant Issuer would become non-viable, is necessary, as determined and notified by the relevant regulator; or
- (b) a decision to make a public sector injection of capital, or equivalent support, without which the relevant Issuer would have become non-viable, as determined and notified by the relevant regulator.

The occurrence of a Non-Viability Event is therefore inherently unpredictable and depends on a number of factors, many of which are outside of the relevant Issuer's control.

The investment in, and disposal or write-off of, Tier 2 Notes may have tax consequences in the hands of Tier 2 Noteholders, the relevant Issuer or both

The investment in, and disposal or write-off upon the occurrence a Non-Viability Event in respect of, Tier 2 Notes may have tax consequences in the hands of Tier 2 Noteholders, the relevant Issuer or both. As any such potential consequence depends on various factors, prospective investors in Tier 2 Notes are strongly advised to consult their own professional advisers as to the tax consequence of investing in Tier 2 Notes, and particularly as to whether a disposal or write-off of Tier 2 Notes will result in a tax liability.

Risks relating to Notes denominated in Renminbi

A description of risks which may be relevant to an investor in Notes denominated in Renminbi ("**Renminbi Notes**") are set out below.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Notes

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar.

However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi by foreign investors into the PRC for the settlement of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed.

Although starting from 1 October 2016, the Renminbi will be added to the Special Drawing Rights basket created by the International Monetary Fund ("**IMF**"), there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in

the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the relevant Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the relevant Issuer's ability to source Renminbi outside the PRC to service Renminbi Notes

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. While the People's Bank of China ("PBoC") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), including but not limited to Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBoC. The Renminbi Clearing Banks only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated, or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Renminbi Notes. To the extent the relevant Issuer is required to source Renminbi in the offshore market to service its Renminbi Notes, there is no assurance that the relevant Issuer will be able to source such Renminbi on satisfactory terms, if at all. If certain events occur (such as Inconvertibility, Non-transferability or Illiquidity (each, as defined in the Conditions)) which result in the relevant Issuer being unable, or which would render it impracticable for the relevant Issuer, to make payments in Renminbi, the relevant Issuer's obligation to make such payments in Renminbi under the terms of the Renminbi Notes is replaced by an obligation to make such payments in U.S. dollars pursuant to the "*Terms and Conditions of the Notes*".

Investment in the Renminbi Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. In August 2015, PBoC implemented changes to the way it calculates the mid-point against the U.S. dollar to take into account the previous day's closing rate and market-maker quotes before announcing the daily mid-point. This change, among others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. The relevant Issuer will make all payments of interest and principal with respect to the Renminbi Notes in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in U.S. dollars or other applicable foreign currency will decline.

Investment in the Renminbi Notes is subject to currency risk

If the relevant Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the Renminbi Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as defined in the Conditions), the relevant Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal, as the case may be.

Investment in the Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As Renminbi Notes may carry a fixed interest rate, the trading price of the Renminbi Notes will consequently vary with the fluctuations in the Renminbi interest rates. If holders of the Renminbi Notes propose to sell their Renminbi Notes before their maturity, they may receive an offer lower than the amount they have invested.

Payments with respect to the Renminbi Notes may be made only in the manner designated in the Renminbi Notes

All payments to investors in respect of the Renminbi Notes will be made solely (i) for so long as the Renminbi Notes are represented by global certificates held with the common depositary for Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which a Renminbi Clearing Bank clears and settles Renminbi, if so specified in the Pricing Supplement, (ii) for so long as the Renminbi Notes are represented by global certificates lodged with a sub-custodian for or registered with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing clearing systems rules and procedures or (iii) for so long as the Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which a Renminbi Clearing Bank clears and settles Renminbi, if so specified in the Pricing Supplement in accordance with prevailing rules and regulations. The relevant Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

Gains on the transfer of the Renminbi Notes may become subject to income taxes under PRC tax laws

Under the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of Renminbi Notes by non-PRC resident enterprise or individual Holders may be subject to PRC enterprise income tax ("**EIT**") or PRC individual income tax ("**IIT**") if such gain is regarded as income derived from sources within the PRC. The PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the gains derived by such non-PRC resident enterprise or individual Holder from the transfer of Renminbi Notes but its implementation rules have reduced the enterprise income tax rate to 10 per cent. The PRC Individual Income Tax Law levies IIT at a rate of 20 per cent. of the gains derived by such non-PRC resident or individual Holder from the transfer of Renminbi Notes.

However, uncertainty remains as to whether the gain realised from the transfer of Renminbi Notes by non-PRC resident enterprise or individual Holders would be treated as income derived from sources within the PRC and become subject to the EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and

the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for avoidance of double taxation, Holders who are residents of Hong Kong, including enterprise Holders and individual Holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the Notes.

Therefore, if non-PRC enterprise or individual resident Holders are required to pay PRC income tax on gains derived from the transfer of Renminbi Notes, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC enterprise or individual resident holders of Renminbi Notes reside that reduces or exempts the relevant EIT or IIT, the value of their investment in Renminbi Notes may be materially and adversely affected.

Remittance of proceeds in Renminbi into or out of the PRC

In the event that the relevant Issuer decides to remit some or all of the proceeds into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration or filing with, the relevant PRC government authorities. However, there is no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future.

There is no assurance that the PRC Government will continue to gradually liberalise the control over cross-border Renminbi remittances in the future, that the pilot schemes introduced will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that the relevant Issuer does remit some or all of the proceeds into the PRC in Renminbi and the relevant Issuer subsequently is not able to repatriate funds out of the PRC in Renminbi, it will need to source Renminbi outside the PRC to finance its obligations under the Renminbi Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

PRC Currency Controls Relating to Renminbi

Current Account Items

Under PRC foreign exchange control regulations, current account items refer to any transaction for international receipts and payments involving goods, services, earnings and other frequent transfers.

Prior to July 2009, all current account items were required to be settled in foreign currencies. In July 2009, the PRC commenced a pilot scheme pursuant to which Renminbi may be used for settlement of imports and exports of goods between approved pilot enterprises in five designated cities in the PRC including Shanghai, Guangzhou, Dongguan, Shenzhen and Zhuhai and enterprises in designated offshore jurisdictions including Hong Kong and Macau. On 17 June 2010, 24 August 2011 and 3 February 2012 respectively, the PRC government promulgated the Circular on Issues concerning the Expansion of the Scope of the Pilot Programme of Renminbi Settlement of Cross-Border Trades (關於擴大跨境貿易人民幣結算試點有關問題的通知), the Circular on Expanding the Regions of Cross-border Trade Renminbi Settlement (關於擴大跨境貿易人民幣結算地區的通知) and the Notice on Matters Relevant to the Administration of Enterprises Engaged in Renminbi Settlement of Export Trade in Goods (關於出口貨物貿易人民幣結算企業管理有關問題的通知) (together as "**Circulars**"). Pursuant to these Circulars, (i) Renminbi settlement of imports and exports of goods and of services and other current account items became permissible, (ii) the list of designated pilot districts were expanded to cover all provinces and cities in the PRC, (iii) the restriction on designated offshore districts has been lifted and (iv) any enterprise qualified for the export and import business is permitted to use Renminbi as settlement currency for exports of goods without obtaining the approval as previously required, provided that the relevant provincial government maintains with PBoC and five other PRC authorities a list of key enterprises subject to supervision (the "**Supervision List**").

On 5 July 2013, the PBoC promulgated the Circular on Simplifying the Procedures for Cross-Border Renminbi Transactions and Improving Related Policies (關於簡化跨境人民幣業務流程和完善有關政策的通知) (the "**2013 PBoC Circular**"), which, in particular, simplifies the procedures for cross border Renminbi trade settlement under current account items. For example, PRC banks may conduct settlement for PRC enterprises (excluding those on the Supervision List) upon the PRC enterprises presenting the payment instruction. PRC banks may also allow PRC enterprises to make/receive payments under current account items prior to the relevant PRC bank's verification of underlying transactions (noting that verification of underlying transactions is usually a precondition for cross border remittance).

On 1 November 2014, PBoC promulgated the Circular on Matters concerning Centralized Cross-Border Renminbi Fund Operation Conducted by Multinational Enterprise Groups (關於跨國企業集團開展跨境人民幣資金集中運營業務有關事宜的通知) (the "**2014 PBoC Circular**"), which provides that qualified multinational enterprise groups may carry out cross-border Renminbi fund centralised operations through a group member incorporated in the PRC. According to the 2014 PBoC Circular, a qualified multinational enterprise group can process cross-border Renminbi payments and receipts for current account items on a collective basis for the entire group (without such cash pooling arrangements, the relevant payments and receipts would generally need to be processed individually and cannot be netted off against each other). The 2014 PBoC Circular also provides that enterprises in the China (Shanghai) Free Trade Pilot Zone ("**Shanghai FTZ**") may irrevocably opt to participate in the local scheme in the Shanghai FTZ and file with the Shanghai Head Office of PBoC.

On 5 September 2015, PBoC promulgated the Circular on Further Facilitating the Two-way Cross-border Renminbi Cash-pooling Business by Multinational Enterprise Groups (中國人民銀行關於進一步便利跨國企業集團開展跨境雙向人民幣資金池業務的通知) (the "**2015 PBoC Circular**", together with the 2013 PBoC Circular, 2014 PBoC Circular, the "**PBoC Circulars**"), which rephrases the requirements on two-way Renminbi cash-pooling arrangement and replaces those set forth under the 2014 PBoC Circular. Among other things, the PBoC effectively increases the cap for net cash flow by increasing the default macro-prudential policy parameter from 0.1 to 0.5 for the time being and stipulates that (i) a qualified Multinational Enterprise Group ("**MEG**") is only allowed to have one two-way cross-border Renminbi cash-pooling in the PRC, (ii) the aggregate revenue generated by the domestic participating group members of a MEG shall be no less than RMB 1 billion and that of the foreign participating group members shall be no less than RMB 200 million, (iii) the group parent company of a qualified MEG may be incorporated in or outside of the PRC; and (iv) the fund held in the special RMB deposit account under the name of the domestic group parent company is prohibited from being used for investing in securities, financial derivatives or non-self-use real estates or for purchasing wealth management products or granting entrusted loans.

As new regulations, the Circulars and the PBoC Circulars will be subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying these regulations and impose conditions for settlement of current account items.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of, and/or registration or filing with, the relevant PRC authorities. However, as set out below, it has been announced that as from 1 June 2015, the capital account regulation in relation to direct investment has been delegated by the governmental authority (i.e. the local branches of the State Administration of Foreign Exchange of the PRC (國家外匯管理局) ("**SAFE**")) to designated foreign exchange banks.

Prior to October 2011, settlement of capital account items were generally required to be made in foreign currencies. For instance, foreign investors (including any Hong Kong investors) are required to make any

capital contribution to foreign invested enterprises in a foreign currency in accordance with the terms set out in the relevant joint venture contracts and/or articles of association as approved by the relevant authorities. Foreign invested enterprises or relevant PRC parties were also generally required to make capital account payments including proceeds from liquidation, transfer of shares, reduction of capital, interest and principal repayment to foreign investors in a foreign currency.

In respect of Renminbi foreign direct investments ("**FDI**"), PBoC promulgated the Administrative Measures on Renminbi Settlement of Foreign Direct Investment (外商直接投資人民幣結算業務管理辦法) (the "**PBoC FDI Measures**") on 13 October 2011 as part of PBoC's detailed Renminbi FDI accounts administration system. The system covers almost all aspects in relation to FDI, including capital injections, payments for the acquisition of PRC domestic enterprises, repatriation of dividends and other distributions, as well as Renminbi denominated cross-border loans. Under the PBoC FDI Measures, special approval for FDI and shareholder loans from PBoC, which was previously required, is no longer necessary. In some cases however, post-event filing with PBoC is still necessary.

On 14 June 2012, PBoC further issued a Circular on Clarifying the Detailed Operating Rules for RMB Settlement of Foreign Direct Investment (中國人民銀行關於明確外商直接投資人民幣結算業務操作細則的通知) (the "**PBoC FDI Circular**"), setting out the operational guidelines relating to cross-border Renminbi direct investments and settlement. This PBoC FDI Circular details the rules for opening and operating the relevant accounts and reiterates the restrictions upon the use of the funds within different Renminbi accounts.

On 5 July 2013, PBoC promulgated the 2013 PBoC Circular (together with the PBoC FDI Measures and the PBoC FDI Circular, the "**PBoC Rules**") which, among other things, provide more flexibility for funds transfers between the Renminbi accounts held by offshore participating banks at PRC onshore banks and offshore clearing banks respectively.

PBoC further issued the Circular on the Relevant Issues on Renminbi Settlement of Investment in Onshore Financial Institutions by Foreign Investors (關於境外投資者投資境內金融機構人民幣結算有關事項的通知) on 23 September 2013, which provides further details for using Renminbi to invest in a financial institution domiciled in the PRC.

On 3 December 2013, the Ministry of Commerce of the PRC ("**MOFCOM**") promulgated the Circular on Issues in relation to Cross-border Renminbi Foreign Direct Investment (商務部關於跨境人民幣直接投資有關問題的公告) (the "**MOFCOM Circular**"), which became effective on 1 January 2014, to further facilitate FDI by simplifying and streamlining the applicable regulatory framework. Pursuant to the MOFCOM Circular, the appropriate office of MOFCOM and/or its local counterparts will grant written approval for each FDI and specify "Renminbi Foreign Direct Investment" and the amount of capital contribution in the approval. Unlike previous MOFCOM regulations on FDI, the MOFCOM Circular removes the approval requirement for foreign investors who intend to change the currency of its existing capital contribution from a foreign currency to Renminbi. In addition, the MOFCOM Circular also clearly prohibits the FDI funds from being used for any investment in securities and financial derivatives (except for investment in the PRC listed companies as strategic investors) or for entrustment loans in the PRC.

On 10 May 2013, SAFE promulgated the Provisions on the Foreign Exchange Administration of Domestic Direct Investment by Foreign Investors (外國投資者境內直接投資外匯管理規定) (the "**SAFE Provisions**"), which became effective on 13 May 2013. The SAFE Provisions removed previous approval requirements for foreign investors and foreign invested enterprises in opening of, and capital injections into, foreign exchange accounts, although registration for foreign exchange (including cross-border Renminbi) administration is still required.

On 13 February 2015, SAFE promulgated the Notice on Further Simplifying and Improving Foreign Exchange Administration Policy of Direct Investment (國家外匯管理局關於進一步簡化和改進直接投

資外匯管理政策的通知) (the "**2015 SAFE Notice**"), which became effective on 1 June 2015. Under the 2015 SAFE Notice, the SAFE delegates the authority for approval/registration of foreign currency (including cross-border Renminbi) related matters for direct investment (internal and external) to designated foreign exchange banks.

On 30 March 2015, SAFE promulgated the Circular on Reforming Foreign Exchange Capital Settlement for Foreign Invested Enterprises (國家外匯管理局關於改革外商投資企業外匯資本金結匯管理方式的通知) (the "**SAFE Circular**", together with the SAFE Provisions, 2015 SAFE Notice, the "**SAFE Rules**"), which became effective on and from 1 June 2015. The SAFE Circular allows foreign-invested enterprises to settle 100 per cent. (tentative) of the foreign currency capital (that has been processed through SAFE's equity interest confirmation proceedings for capital contribution in cash or registered by a bank on SAFE's system for account-crediting for such capital contribution) into Renminbi according to their actual operational needs, though SAFE reserves its authority to reduce the proportion of foreign currency capital that is allowed to be settled in such manner in the future. On the other hand, it is notable that the SAFE Circular continues to require that capital contributions should be applied within the business scope of a foreign-invested company for purposes that are legitimate and for that foreign-invested company's own operations; with respect to the Renminbi proceeds obtained through the aforementioned settlement procedure, the SAFE Circular prohibits such proceeds from being applied outside the business scope of the company or for any prohibitive purposes in law, or applied directly or indirectly (i) to securities investments (unless otherwise permitted in law), (ii) to granting entrusted loans or repaying of inter-company lending (including advance payment made by third parties) or bank loans that have been on lent to third parties, or (iii) to purchasing non-self-use real estates (unless it is a real estate company). In addition, the SAFE Circular allows foreign-invested investment companies, foreign-invested venture capital firms and foreign-invested equity investment companies to make equity investment through Renminbi funds to be settled, or those already settled, from their foreign currency capital by transferring such settled Renminbi funds into accounts of invested enterprises, according to the actual investment scale of the proposed equity investment projects.

On 5 June 2015, PBoC promulgated an order to revise certain existing PBoC regulations, which is to reflect the reform to a new registered capital system of PRC-incorporated companies under the PRC Company Law effective as of 1 March 2014 (中國人民銀行公告 2015 第 12 號) (the "**PBoC Order**"). Among other things, the PBoC confirmed in the PBoC Order that capital verification of a foreign-invested enterprise under article 10 of the PBoC FDI Measures is no longer a mandatory procedure before the establishment, and the requirement under the PBoC FDI Circular that a foreign-invested enterprise is not allowed to borrow offshore RMB funds until its registered capital is paid up in full and as scheduled is also abolished.

To support the development of the Shanghai FTZ, the Shanghai Head Office of PBoC issued the Circular on Supporting the Expanded Cross-border Utilisation of Renminbi in the Shanghai FTZ (關於支持中國(上海)自由貿易試驗區擴大人民幣跨境使用的通知) (the "**PBoC Shanghai FTZ Circular**") on 20 February 2014, which allows banks in Shanghai to settle FDI based on a foreign investor's instruction. In respect of FDI in industries that are not on the "negative list" of the Shanghai FTZ, the MOFCOM approval which was previously required has been replaced by a filing. However, the application of the PBoC Shanghai FTZ Circular is limited to enterprises in the Shanghai FTZ.

PRC entities are also allowed to borrow Renminbi loans from foreign lenders (which are referred to as "foreign debt") and lend Renminbi loans to foreign borrowers (which are referred to as "outbound loans"), as long as such PRC entities have the necessary quota or approval, and use Renminbi to denominate, or make payments under, security/guarantee with the relevant parties being in the PRC and the other jurisdiction(s) respectively (which is referred to as "cross-border security"). Under current rules promulgated by SAFE, foreign debts borrowed, outbound loans extended, and the cross-border security provided by an onshore entity (including a financial institution) in Renminbi shall, in principle, be regulated under the current PRC foreign debt, outbound loan and cross-border security regimes applicable

to foreign currencies. However, there remain potential inconsistencies between the provisions of the SAFE Rules and the provisions of the 2013 PBoC Circular in terms of cross-border security, outbound loans, etc. and it is unclear how regulators will deal with such inconsistencies in practice.

According to the 2014 PBoC Circular, qualified multinational enterprise groups can extend loans in Renminbi to, or borrow loans in Renminbi from, offshore group entities within the same group by leveraging the cash pooling arrangements (which features a sponsoring enterprise and a settlement bank with international settlement capacity). The Renminbi funds will be placed in a special deposit account and may not be used to invest in stocks, financial derivatives, or extend loans to enterprises outside the group.

Enterprises within the Shanghai FTZ may irrevocably opt to utilise Renminbi cash pooling arrangements to extend inter-company loans pursuant to the PBoC Shanghai FTZ Circular as discussed above. Renminbi funds obtained from financing activities may not be pooled under this arrangement. In addition, according to the PBoC Shanghai FTZ Circular, enterprises in the Shanghai FTZ can borrow Renminbi from offshore lenders within the prescribed limit, while there is no numerical limit for banks in the Shanghai FTZ to borrow offshore Renminbi, although the utilisation has geographic restriction, the interpretation of which is still unclear. The PBoC Shanghai FTZ Circular also allows, in principle, the China Foreign Exchange Trading System to offer trading facility relating to financial instrument denominated in Renminbi to offshore investors, and the Shanghai Gold Exchange to offer trading facility relating to precious metal transactions to offshore investors.

Pilot schemes relating to cross-border Renminbi loans, bonds, or equity investments have also been launched for, among others, enterprises in Shenzhen Qianhai, Jiangsu Kunshan, Jiangsu Suzhou Industrial Park.

As the MOFCOM Circular, the PBoC Rules, the SAFE Rules and the PBoC Order are relatively new regulations, they will be subject to interpretation and application by the relevant PRC authorities.

As the PBoC Rules, the MOFCOM Circular, the SAFE Rules and the PBoC Order are relatively new regulations, they will be subject to interpretation and application by the relevant PRC authorities.

Although starting from 1 October 2016, the Renminbi will be added to the Special Drawing Rights basket created by the IMF, there is no assurance that approval of such remittances, borrowing or provision of external guarantee in Renminbi will continue to be granted or will not be revoked in the future. Further, since the remittance of Renminbi by way of investment or loans are now categorised as capital account items, such remittances will need to be made subject to the specific requirements or restrictions set out in the relevant SAFE Rules.

Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the relevant Issuer to source Renminbi to finance its obligations under Renminbi Notes.

INFORMATION INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

1. the audited financial statements (including the auditors' report thereon, notes and annexures thereto) of SBSA in respect of the years ended 31 December 2019 and 31 December 2018 (set out on pages 32 to 215 and pages 31 to 215, respectively, of the 2019 and 2018 annual reports of SBSA); and
2. the audited financial statements (including the auditors' report thereon, notes and annexures thereto) of SBG in respect of the years ended 31 December 2019 and 31 December 2018 (set out, respectively, in the 2019 and 2018 annual financial statements of SBG); and
3. the risk and capital management report of SBG in respect of the year ended 31 December 2019 (the "**SBG 2019 Risk and Capital Management Report**"). The information contained in the SBG 2019 Risk and Capital Management Report is unaudited unless stated as audited; and
4. the risk and capital management report of SBSA in respect of the year ended 31 December 2018 (the "**SBSA 2018 Risk and Capital Management Report**"). The information contained in the SBSA 2018 Risk and Capital Management Report is unaudited unless stated as audited; and
5. the sustainable bond framework established by SBG in February 2020 (the "**Sustainable Bond Framework**"); and
6. the terms and conditions set out on pages 54 to 96 of the base prospectus dated 10 May 2019 relating to the Programme under the heading "Terms and Conditions of the Notes"; and
7. the terms and conditions set out on pages 43 to 78 of the base prospectus dated 23 June 2017 relating to the Programme under the heading "Terms and Conditions of the Notes"; and
8. the terms and conditions set out on pages 40 to 76 of the base prospectus dated 25 June 2015 relating to the Programme under the heading "Terms and Conditions of the Notes"; and
9. the terms and conditions set out on pages 35 to 59 of the base prospectus dated 24 June 2014 relating to the Programme under the heading "Terms and Conditions of the Notes"; and
10. the terms and conditions set out on pages 35 to 59 of the base prospectus dated 28 June 2013 relating to the Programme under the heading "Terms and Conditions of the Notes"; and
11. the terms and conditions set out on pages 35 to 61 of the base prospectus dated 28 June 2012 relating to the Programme under the heading "Terms and Conditions of the Notes"; and
12. the terms and conditions set out on pages 22 to 46 of the base prospectus dated 12 July 2007 relating to the Programme under the heading "Terms and Conditions of the Notes".

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus may be inspected, free of charge, at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg, PO Box 7725, Johannesburg 2000, South Africa.

The 2019 annual report of SBSA containing the audited financial statements of SBSA in respect of the year ended 31 December 2019, the 2018 annual report of SBSA containing the audited financial statements of SBSA in respect of the year ended 31 December 2018 and the 2018 SBSA Risk and Capital Management Report can be inspected at <http://www.standardbank.co.za> and the terms and conditions referred to in paragraphs 5 to 11 above can be inspected at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg, PO Box 7725, Johannesburg 2000, South Africa and <https://reporting.standardbank.com/debt-centre-confidentiality-and-disclaimer/>. The 2019 annual financial statements of SBG containing the audited financial statements of SBG in respect of the year ended 31 December 2019, the SBG 2019 Risk and Capital Management Report, the 2018 annual financial statements of SBG containing the audited financial statements of SBG in respect of the year ended 31 December 2018 and the Sustainable Bond Framework can be inspected at <http://www.standardbank.co.za>.

Any information contained in any of the documents or the website specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus. Where reference is made to other websites within this Base Prospectus, the contents of those websites do not form part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

PRESENTATION OF FINANCIAL INFORMATION

The financial information relating to SBSA set out in this Base Prospectus is consolidated financial information in respect of SBSA and its subsidiaries (the "**SBSA Group**") and has, unless otherwise indicated, been extracted from its audited consolidated financial statements as at and for the years ended 31 December 2019 (the "**SBSA 2019 Audited Financial Statements**") and 31 December 2018 (the "**SBSA 2018 Audited Financial Statements**"), in each case prepared in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board.

The financial information relating to SBG set out in this Base Prospectus is consolidated financial information in respect of SBG and its subsidiaries (the "**Group**") and has, unless otherwise indicated, been extracted from its audited consolidated financial statements as at and for the year ended 31 December 2019 (the "**SBG 2019 Audited Financial Statements**"), prepared in accordance with IFRS as issued by the International Accounting Standards Board.

The information relating to SBSA's largest single depositor and top 10 depositors set out in the section headed "*Risk Factors – Failures in Risk Management – Liquidity Risk*" has been extracted from the SBSA 2019 Risk and Capital Management and is unaudited.

The information relating to the credit loss ratio of SBSA in relation to mortgage loans, vehicle and asset finance and card products set out in the section headed "*Description of The Standard Bank of South Africa Limited - Business of SBSA - Personal & Business Banking SA*" has been extracted from the management accounts of SBSA as at 31 December 2019 and is unaudited.

The information contained in the SBSA 2018 Risk and Capital Management Report is unaudited unless stated as audited.

The information relating to SBG's largest single depositor and top 10 depositors set out in the section headed "*Risk Factors – Risk Management – Liquidity Risk*" has been extracted from the SBG 2019 Risk and Capital Management Report and is unaudited. The information contained in the SBG 2019 Risk and Capital Management Report is unaudited unless stated as audited.

The information relating to the credit loss ratio of SBG in relation to mortgage loans, vehicle and asset finance and card products set out in the section headed "*Description of Standard Bank Group Limited - Business of SBG - Personal & Business Banking*" has been extracted from the management accounts of SBG as at 31 December 2019 and is unaudited.

Unless otherwise indicated, market share data included in this Base Prospectus has been estimated. All such estimates have been made by SBSA or SBG using its own information and other market information which is publicly available.

Unless otherwise indicated, the financial information relating to SBSA for the year ended and as at 31 December 2018 contained in this Base Prospectus has been extracted from the SBSA 2019 Audited Financial Statements and is therefore provided on a restated basis.

Unless otherwise indicated, the financial information relating to SBG for the years ended and as at 31 December 2019 and 31 December 2018 contained in this Base Prospectus have been extracted, respectively, from the audited financial statements (including the auditors' report thereon, notes and annexures thereto) of SBG in respect of the year ended 31 December 2019 (set out on pages 11 to 229 of the SBG 2019 Audited Financial Statements), and the audited financial statements of SBG in respect of the year ended 31 December 2018 (set out on pages 11 to 229 of the audited consolidated financial statements as at and for the year ended 31 December 2018 of SBG (the SBG 2018 Audited Financial Statements)). Financial information relating to SBG for the year ended 31 December 2018, as extracted from the SBG 2019 Audited Financial Statements, is provided on a restated basis.

In this Base Prospectus, financial information denoted by "*" indicates that where reporting responsibility for individual cost centres and divisions within business units changed, the segmental analysis comparative figures from 31 December 2018 have been reclassified accordingly.

Alternative Performance Measures

The Base Prospectus includes certain data which the Issuers consider to constitute alternative performance measures ("APMs") for the purposes of the ESMA 'Guidelines on Alternative Performance Measures'. The Base Prospectus contains APMs relating to both SBG and SBSA.

These APMs are not defined by, or presented in accordance with, IFRS. Other companies in the industry may calculate similarly titled measures differently, such that disclosure of similarly titled measures by other companies may not be directly comparable with the APMs included in the Base Prospectus. In addition, the APMs are not measurements of SBSA's operating performance or financial condition under IFRS and should not be considered as alternatives to any measures of performance under IFRS or as measures of SBSA's liquidity.

APM	Definition
Headline earnings	<p>In relation to SBSA, determined in accordance with the relevant circular issued by the South Africa Institute of Chartered Accountants at the request of the Johannesburg Stock Exchange, by excluding from reported earnings specific separately identifiable re-measurements net of related tax and non-controlling interests. Please see Note 37 to the SBSA 2019 Annual Financial Statements.</p> <p>In relation to SBG, determined in accordance with the relevant circular issued by the South Africa Institute of Chartered Accountants at the request of the Johannesburg Stock Exchange, by excluding from reported earnings specific separately identifiable re-measurements net of related tax and non-controlling interests. Please see Note 40 to the SBG 2019 Annual Financial Statements.</p>
Cost-to-income ratio	<p>Calculated as operating expenses as a percentage of total income after revenue sharing agreements with Group companies but before credit impairments.</p> <p>Used as a performance measure.</p>
Loans -to- deposit ratio	<p>Calculated as net loans and advances as a percentage of deposits and debt funding.</p> <p>Used as a performance measure.</p>
Liquidity Coverage Ratio (LCR)	<p>Calculated by dividing high quality liquid assets by net cash outflows.</p> <p>Used as a performance of liquidity.</p>

Return On Equity ("ROE")	<p>Calculated as headline earnings as a percentage of monthly average ordinary shareholders' equity. Monthly average ordinary shareholders' equity is calculated as the arithmetic mean between the opening and closing balances of ordinary shareholders' equity.</p> <p>Used as a performance measure.</p>
Stage 3 loans ratio	<p>Calculated as the percentage of gross loans and advances to customers with recognised impairments over total gross loans and advances to customers.</p> <p>Used as an indicator of the quality of the relevant loan book. The lower the indicator the higher the quality of the loan book.</p> <p>Used as an asset quality measure.</p>
Gross stage 3 loans impairment coverage ratio	<p>Calculated as a percentage of balance sheet impairments for credit impaired loans and off-balance sheet credit impaired exposures (including interest in suspense), over total gross non-performing loans and advances (including interest in suspense).</p> <p>Used as an indicator of the quality of the relevant loan book. The lower the indicator the higher the quality of the loan book. Used as an asset quality measure.</p>
Stage 3 exposures ratio	<p>Calculated, in respect of financial information for each Issuer relating to the year ended, as gross loans and advances with recognised impairments as a percentage of gross loans and advances.</p> <p>Used as an asset quality measure.</p>
Credit loss ratio	<p>Calculated as total impairment charges on loans and advances as a percentage of average daily and monthly gross loans and advances, excluding interest in suspense.</p> <p>Used as an asset quality measure.</p>
Jaws	<p>Calculated as the ratio of total income growth to operating expenses growth. Used as a performance measure.</p>

The Issuer believes that the above measures provide useful information to investors for the purposes of evaluating the financial condition and results of operations of the Issuer and, as applicable, SBG, the quality of its assets and the fundamentals of its business, and allow for comparisons with other banks, over different periods of time and between the Issuer and the average industry standards.

KEY FEATURES OF THE PROGRAMME

The following overview of key features of the Programme does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this overview of the key features of the Programme.

Issuers:	The Standard Bank of South Africa Limited Standard Bank Group Limited
SBSA Legal Entity Identifier Number:	QFC8ZCW3Q5PRXU1XTM60
SBG Legal Entity Identifier Number:	2549003PEZXUT7MDBU41
Risk Factors:	Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the relevant Issuer to fulfil its obligations under the Notes are discussed under " <i>Risk Factors</i> " above.
Arranger:	The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division).
Dealers:	BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, ICBC International Securities Limited, ING Bank N.V., J.P. Morgan Securities plc, Merrill Lynch International, MUFG Securities EMEA plc, Mizuho International plc, Standard Chartered Bank, SMBC Nikko Capital Markets Limited, NatWest Markets Plc, The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division), UBS AG London Branch and any other Dealer appointed from time to time by the Issuers either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Fiscal Agent:	The Bank of New York Mellon, acting through its London office.
Registrar:	The Bank of New York Mellon SA/NV, Luxembourg Branch.
Final Terms or Drawdown Prospectus:	Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Conditions as completed to the extent described in the relevant Final Terms or, as the case may be the relevant Drawdown Prospectus.
Listing and Trading:	Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FCA and to trading on the Market of the London Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock

exchanges and/or quotation systems as may be agreed with the relevant Issuer, subject in all cases to the relevant Issuer obtaining the necessary consents from FSD and (in the case of Tier 2 Notes) the PA (which replaced the Registrar of Banks effective 1 April 2018).

Clearing Systems: Euroclear and/or Clearstream, Luxembourg and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms.

Initial Programme Amount: Up to U.S.\$4,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.

Issuance in Series: Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.

FSD Approval: As at the date of the Base Prospectus, the prior approval of FSD is required for the issuance of each Tranche of Notes under the Programme.

PA Approval: As at the date of the Base Prospectus, the prior approval of the PA (previously the Registrar of Banks) is required for the issuance of each Tranche of Tier 2 Notes under the Programme.

Commercial Paper Regulations: The Commercial Paper Regulations comprise an exemption to "*the business of a bank*" as defined in the Banks Act. The question of whether SBG, in the issue and placing of a Tranche of Notes, conducts "*the business of a bank*" as defined in the Banks Act is a question of fact. If SBG, in relation to the issue and placing of a Tranche of Notes, is obliged (or is not obliged but nevertheless elects) to comply with the Commercial Paper Regulations, SBG will procure that Annexure "A" to the Final Terms or the Pricing Supplement, as the case may be, relating to that Tranche of Notes is completed and attached to those Final Terms or that Pricing Supplement, as the case may be.

Forms of Notes: Notes may be issued in bearer form or in registered form.

Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note (each defined in the section "*Forms of the Notes*"), in each case as specified in the relevant Final Terms. Each Global Note will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have

Coupons attached and, if appropriate, a Talon for further Coupons.

Each Tranche of Registered Notes will be in the form of either individual Note Certificates (“**Individual Note Certificates**”) or a Global Registered Note Certificate (a “**Global Registered Note Certificate**”), in each case as specified in the relevant Final Terms. Each Global Registered Note Certificate will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depositary. Persons holding beneficial interests in the Global Registered Note Certificate will be entitled or required, as the case may be, to receive physical delivery of Individual Note Certificates.

Interests in a Global Registered Note Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only in the limited circumstances described under "*Summary of Provisions Relating to the Notes While in Global Form*".

Currencies:	Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Status of the Notes:	Notes may be issued on a subordinated or unsubordinated basis, as specified in the relevant Final Terms.
Status of the Unsubordinated Notes:	The Unsubordinated Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 5 (<i>Negative Pledge</i>)) unsecured obligations of the relevant Issuer, all as described in Condition 4(a) (<i>Status of the Unsubordinated Notes</i>).
Status of Subordinated Notes that are Tier 2 Notes:	Tier 2 Notes will constitute direct, unsecured and subordinated obligations of the relevant Issuer, all as described in Condition 4(c) (<i>Status of Tier 2 Notes</i>).
Status of Subordinated Notes that are not Tier 2 Notes:	Subordinated Notes that are not Tier 2 Notes will constitute direct, unsecured and subordinated obligations of the relevant Issuer, all as described in Condition 4(b) (<i>Status of the Subordinated Notes that are not Tier 2 Notes</i>).
Issue Price:	Notes may be issued at any price as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	<p>Any maturity, subject, in relation to Tier 2 Notes, to such minimum maturities as may be required from time to time by the applicable Capital Rules and in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p> <p>Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the relevant Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the relevant Issuer in the United Kingdom, such Notes must:</p> <p>(i) have a minimum redemption value of £100,000 (or its equivalent in</p>

other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the relevant Issuer.

Redemption and Purchase:

For so long as the applicable Capital Rules so require, Tier 2 Notes may be redeemed or purchased only if (i) the relevant Issuer has notified the Relevant Regulator of, and the Relevant Regulator has consented in writing to, such redemption, subject to such conditions (if any) as the Relevant Regulator may deem appropriate and (ii) the redemption of the Tier 2 Notes is not prohibited by the Capital Rules as described in Condition 10(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*).

Subject as described in "Maturities" above, Notes may be redeemable at par or at such other Redemption Amount as may be specified in the Final Terms.

Optional Redemption:

Subject as described in "*Redemption and Purchase*" above, Notes may be redeemed before their stated maturity at the option of the relevant Issuer (either in whole or in part) in accordance with the Conditions to the extent (if at all) specified in the relevant Final Terms.

Tax Redemption and redemption if a Change in Law occurs:

Subject as described in "*Redemption and Purchase*" above, early redemption will only be permitted for tax reasons as described in Condition 10(b) (*Redemption for tax reasons*). Unsubordinated Notes may be redeemed at the option of the relevant Issuer if a Tax Event (Gross up) occurs. Subordinated Notes may be redeemed if a Tax Event (Gross up), a Tax Event (Deductibility) or a Change in Law occurs.

Redemption for Regulatory Reasons:

Subject as described in "*Redemption and Purchase*" above, early redemption of the Tier 2 Notes in whole (but not in part) is permitted at the option of the relevant Issuer if a Capital Disqualification Event occurs and is continuing as described in Condition 10(f) (*Early Redemption following the occurrence of a Capital Disqualification Event*).

Interest:

Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.

Reset Notes:

Reset Notes will have reset provisions pursuant to which the relevant Notes will, in respect of an initial period, bear interest at an initial fixed rate of interest specified in the applicable Final Terms. Thereafter, the fixed rate of interest will be reset on one or more date(s) to the applicable Mid-Market Swap Rate for the relevant Specified Currency or an applicable floating rate plus the applicable reset margin, in each case as may be specified in the applicable Final Terms.

Denominations:	No Notes may be issued under the Programme (a) where such Notes are to be admitted to trading on a regulated market within the EEA or the United Kingdom or offered to the public in circumstances which require the publication of a prospectus under the Prospectus Regulation, with a minimum denomination of less than EUR100,000 (or its equivalent in another currency at the Issue Date of such Notes), or (b) which carry the right to acquire shares (or transferable securities equivalent to shares) issued by the relevant Issuer or by any entity to whose group the relevant Issuer belongs. Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. See also " <i>Maturities</i> " above.
Negative Pledge:	Unsubordinated Notes will have the benefit of a negative pledge as described in Condition 5 (<i>Negative Pledge</i>).
Taxation:	All payments in respect of Notes will be made free and clear of withholding taxes of South Africa, unless the withholding is required by law. In that event, the relevant Issuer will (subject as provided in Condition 13 (<i>Taxation</i>)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.
Governing Law:	The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law save that the provisions of Conditions 4(b) (<i>Status of the Subordinated Notes that are not Tier 2 Notes</i>), 4(c) (<i>Status of Tier 2 Notes</i>), 4(d) (<i>Loss Absorption Following A Non-Viability Event</i>), 4(e) (<i>Disapplication of Non-Viability Loss Absorption</i>), 10(1) (<i>Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes</i>) and 14.2 (<i>Events of Default relating to Subordinated Notes</i>) are governed by, and shall be construed in accordance with, South African law.
Enforcement of Notes in Global Form:	In the case of Global Registered Note Certificates, individual investors' rights against each Issuer will be governed by a Deed of Covenant (in respect of SBG, the " SBG Deed of Covenant " and in respect of SBSA, the " SBSA Deed of Covenant " (together, the " Deeds of Covenant ")) each dated 10 May 2019, copies of which will be available for inspection at the specified office of the Fiscal Agent.
Ratings:	Each Tranche of Notes may be rated or unrated. Where applicable, the ratings of the Notes will be specified in the relevant Final Terms.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the EEA, the United Kingdom, South Africa, Australia, Japan, Indonesia, the People's Republic of China, the Republic of China, Singapore, Switzerland, Belgium and the Kingdom of Thailand. See " <i>Subscription and Sale</i> " below.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the relevant Issuer and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme the Issuers have endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms or a Pricing Supplement (as the case may be), are the Conditions as completed to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus (or, in the case of Exempt Notes only, a Pricing Supplement) will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus or Pricing Supplement (as the case may be). In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus or Pricing Supplement (as the case may be), each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the relevant Issuer and the relevant Notes or (2) by a registration document (the "**Registration Document**") containing the necessary information relating to the relevant Issuer, a securities note (the "**Securities Note**") containing the necessary information relating to the relevant Notes and, if necessary, a summary note. In addition, if the Drawdown Prospectus is constituted by a Registration Document and a Securities Note, any significant new factor, material mistake or inaccuracy relating to the information included in the Registration Document which arises or is noted between the date of the Registration Document and the date of the Securities Note which is capable of affecting the assessment of the relevant Notes will be included in the Securities Note.

SUPPLEMENT TO THIS BASE PROSPECTUS

If at any time during the duration of the Programme a significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus arises or is noted which is capable of affecting the assessment of any Notes which may be issued under the Programme whose inclusion is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the rights attaching to the Notes, the Issuers will prepare a supplement to this Base Prospectus.

Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

FORMS OF THE NOTES

Bearer Notes

Each Tranche of Notes in bearer form ("**Bearer Notes**") will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") will be deposited on or around the issue date of the relevant Tranche of the Notes with a depository or a common depository for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system.

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the relevant Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) presentation and surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership **provided, however, that** in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by the Temporary Global Note.

If:

- (a) the Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of the Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest

thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deeds of Covenant).

The Permanent Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Note, for Bearer Notes in definitive form ("**Definitive Notes**"):

- (a) on the expiry of such period of notice as may be specified in the Final Terms; or
- (b) at any time, if so specified in the Final Terms; or
- (c) if the Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:
 - (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
 - (ii) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) the Permanent Global Note was originally issued in exchange for part only of a Temporary Global Note representing the Notes and such Temporary Global Note becomes void in accordance with its terms; or
- (c) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which such Temporary Global Note becomes void (in the case of (b) above) or at 5.00 p.m. (London time) on such due date ((c) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deeds of Covenant).

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Temporary Global Note for Definitive Notes; or
- (b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deeds of Covenant).

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes:

- (a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (b) at any time, if so specified in the relevant Final Terms; or
- (c) if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:
 - (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

- (ii) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been duly delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date ((b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deeds of Covenant).

In relation to any issue of Notes which are specified in the Final Terms as Global Notes exchangeable for Definitive Notes in circumstances other than in the limited circumstances specified in the relevant Global Note, such Notes may only be issued in denominations equal to, or greater than, EUR100,000 (or equivalent) and multiples thereof.

Rights under Deeds of Covenant

Under the Deeds of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note or a Permanent Global Note which becomes void will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note or Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

Registered Notes

Each Tranche of Registered Notes will be in the form of either individual Note Certificate in registered form ("**Individual Note Certificates**") or a global Note in registered form (a "**Global Registered Note Certificate**"), in each case as specified in the relevant Final Terms. Each Global Registered Note Certificate will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and registered in the name of a nominee for such depositary and will be exchangeable for Individual Note Certificates in accordance with its terms.

If the relevant Final Terms specifies the form of Notes as being "Individual Note Certificates", then the Notes will at all times be in the form of Individual Note Certificates issued to each Noteholder in respect of their respective holdings.

If the relevant Final Terms specifies the form of Notes as being "Global Registered Note Certificate exchangeable for Individual Note Certificates", then the Notes will initially be in the form of a Global Registered Note Certificate which will be exchangeable in whole, but not in part, for Individual Note Certificates:

- (a) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (b) at any time, if so specified in the relevant Final Terms; or
- (c) if the relevant Final Terms specifies "in the limited circumstances described in the Global Registered Note Certificate", then if either of the following events occurs:
 - (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or
 - (ii) any of the circumstances described in Condition 14 (*Events of Default*) occurs.

Whenever the Global Registered Note Certificate is to be exchanged for Individual Note Certificates, the relevant Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note Certificate to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note Certificate at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect

of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Note Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Registered Note Certificate; or
- (b) any of the Notes represented by a Global Registered Note Certificate (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the holder of the Global Registered Note Certificate in accordance with the terms of the Global Registered Note Certificate on the due date for payment,

then the Global Registered Note Certificate (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the holder of the Global Registered Note Certificate will have no further rights thereunder (but without prejudice to the rights which the holder of the Global Registered Note Certificate or others may have under the Deeds of Covenant. Under the Deeds of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Registered Note Certificate will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Global Registered Note Certificate became void, they had been the holders of Individual Note Certificates in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Interests in a Global Registered Note Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only in the limited circumstances described under "*Summary of Provisions Relating to the Notes While in Global Form*".

Payments of principal, interest and any other amount in respect of the Global Registered Note Certificates will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 2(a) (*Definitions*)) as the registered holder of the Global Registered Note Certificate. None of the Issuers, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Global Registered Note Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Individual Note Certificates will, in the absence or provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 12(f) (*Record Date*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Global Registered Note Certificate will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 20 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Global Registered Note Certificate) may give notice to the Registrar requesting

exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

In relation to any issue of Notes which are specified in the Final Terms as Global Registered Note Certificates exchangeable for individual Note Certificates in circumstances other than in the limited circumstances specified in the relevant Global Registered Note Certificate, such Notes may only be issued in denominations equal to, or greater than, EUR100,000 (or equivalent) and multiples thereof.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Global Registered Note Certificate will differ from those terms and conditions which would apply to the Note were it in individual form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Write-off

For so long as any Tier 2 Notes are Global Notes or Global Registered Note Certificates, any Write-off (as defined in the Conditions) will be effected in Euroclear and Clearstream, Luxembourg in accordance with their operating procedures by way of a reduction in the pool factor.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Notes while in Global Form" below.

1. Introduction

- (a) *Programme:* The Standard Bank of South Africa Limited ("**SBSA**") and Standard Bank Group Limited ("**SBG**", together with SBSA, the "**Issuers**") have established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.\$4,000,000,000 in aggregate principal amount of notes (the "**Notes**").
- (b) *Final Terms:* Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a written final terms (the "**Final Terms**") or, in the case of Exempt Notes (as defined below) only, a pricing supplement (a "**Pricing Supplement**") which completes these terms and conditions (the "**Conditions**"). In the case of Exempt Notes, any other reference in these Conditions to "Final Terms" shall be deemed to be a reference to the relevant Pricing Supplement. The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail. References in these terms and conditions to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Regulation.
- (c) *Deeds of Covenant:* The Notes may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"). Registered Notes are constituted by a deed of covenant in respect of each Issuer (in respect of SBG, the "**SBG Deed of Covenant**" and in respect of SBSA, the "**SBSA Deed of Covenant**" (together, the "**Deeds of Covenant**")) each dated 10 May 2019.
- (d) *Agency Agreement:* The Notes are the subject of an amended and restated issue and paying agency agreement dated 10 May 2019 as amended and supplemented from time to time (the "**Agency Agreement**") between the Issuers, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes), The Bank of New York Mellon as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes). References herein to the "**Agents**" are to the Registrar, the Fiscal Agent and the Paying Agents and any reference to an "**Agent**" is to any one of them.
- (e) *The Notes:* All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing at, and copies may be obtained from, the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.
- (f) *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement and the Deeds of Covenant and are subject to their detailed provisions. The Noteholders (as defined below) and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deeds of Covenant applicable to them. Copies of the Agency

Agreement and the Deeds of Covenant are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out below.

- (g) *Issuer*: References in these Conditions to "Issuer" are to the entity specified as such in the relevant Final Terms.

2. **Interpretation**

- (a) *Definitions*: In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Conditions**" means in relation to any issue of Notes, the proceeds of which are intended by the Issuer to qualify as Tier 2 Capital, such conditions, in addition to the conditions specified in the applicable Capital Rules, as may be prescribed by the Relevant Regulator for the proceeds of the issue of such Notes to qualify as Tier 2 Capital, pursuant to the approval granted by the Relevant Regulator for the issue of such Notes, as specified in a supplement to the Base Prospectus or a drawdown prospectus;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Tier 1 Capital**" means "additional tier 1 capital" as defined in section 1(1) of the Banks Act;

"**Additional Tier 1 Capital Securities**" means any obligations or securities of the Issuer which upon issue qualified (or were intended to qualify) as Additional Tier 1 Capital;

"**Applicable Laws**" means in relation to a Person, means all and any:

- (i) statutes and subordinate legislation and common law;
- (ii) regulations;
- (iii) ordinances and by-laws;
- (iv) directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (v) other similar provisions,

from time to time, compliance with which is mandatory for that Person;

"**Banks Act**" means the South African Banks Act, 1990, as amended or replaced from time to time;

"**BBSW**" means, in respect of any Specified Currency and any Specified Period, the rate for prime bank eligible securities which is designated as the "AVG MID" on the Reuters Screen BBSW Page (or any successor page);

"**Business Day**" means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"Business Day Convention", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **"FRN Convention", "Floating Rate Convention" or "Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"Calculation Agent" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"Calculation Amount" has the meaning given in the relevant Final Terms;

"Capital Disqualification Event" means an event which will be deemed to have occurred with respect to the Tier 2 Notes of any Series if, as a result of a Regulatory Change, the Tier 2 Notes

of that Series are fully, or to the extent permitted by the Capital Rules, partially, excluded from Tier 2 Capital of the Issuer on a solo and/or consolidated basis (save where such non-qualification is only as a result of any applicable limitation on the amount of such capital and any amortisation of recognition as Tier 2 Capital under the Capital Rules in the final five years prior to maturity);

"**Capital Rules**" means at any time, any capital adequacy rules, legislation, regulations, requirements, guidance notes and policies relating to capital adequacy then in effect in South Africa in relation to banks, licensed to conduct the business of a bank in South Africa and bank holding companies, in each case registered under the Banks Act (and where relevant, the rules applicable specifically to the Issuer) as applied by the Relevant Regulator, or, if the Issuer becomes domiciled in a jurisdiction other than South Africa, any capital adequacy rules, legislation, regulations, requirements, guidance notes and policies relating to capital adequacy then in effect in such other jurisdiction in relation to bank and bank holding companies registered and licensed in such other jurisdiction (and where relevant, the rules applicable specifically to the Issuer) as applied by the Relevant Regulator;

"**Change in Law**" means on, or after the Issue Date of the first Tranche of Subordinated Notes in any Series of Notes, (a) due to the adoption of or any change in any Applicable Law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Law or regulation (including any action taken by a taxing authority), the Issuer determines in good faith that it will incur a materially increased cost in performing its obligations under such Subordinated Notes (including, without limitation, due to any tax liability, decrease in tax benefit or other adverse effect on its tax position);

"**Common Equity Tier 1 Capital**" means common equity tier 1 capital as defined in section 1(1) of the Banks Act;

"**Common Equity Tier 1 Capital Securities**" means securities of the Issuer which qualify (or were intended to qualify at issue) as Common Equity Tier 1 Capital;

"**Coupon Sheet**" means, in respect of a Note, a coupon sheet relating to the Note;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if "**Actual/Actual (ICMA)**" is so specified, means:
 - (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) where the Calculation Period is longer than one Regular Period, the sum of:
 - (a) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (b) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number

of days in such Regular Period and (2) the number of Regular Periods in any year;

- (ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if "**30/360**" is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30 day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30 day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30 day month)); and
- (vi) if "**30E/360**" or "**Eurobond Basis**" is so specified means, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30 day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30 day month);

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and in New York City;

"**Determination Date**" means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Early Redemption Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

"**EEA**" means the European Economic Area;

"**EURIBOR**" means, in respect of any Specified Currency and any Specified Period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a

panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor);

"Event of Default" means an event of default by the Issuer as set out in Condition 14 (*Events of Default*);

"Exchange" means any existing or future exchange or exchanges on which any Notes may be listed and which is referred to in the relevant Final Terms;

"Extraordinary Resolution" has the meaning given in the Agency Agreement;

"Final Redemption Amount" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"Financial Indebtedness" means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility;
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 90 days; and
- (v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

"Fixed Coupon Amount" has the meaning given in the relevant Final Terms;

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"Guarantee" means, in relation to any Financial Indebtedness of any Person, any obligation of another Person to pay such Financial Indebtedness including (without limitation):

- (i) any obligation to purchase such Financial Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Financial Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Financial Indebtedness; and
- (iv) any other agreement to be responsible for such Financial Indebtedness;

"Holder" of a Note means the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and **"Noteholders"** shall be construed accordingly;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"Indebtedness" includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"Interest Amount" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"Interest Commencement Date" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"Interest Determination Date" has the meaning given in the relevant Final Terms;

"Interest Payment Date" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"ISDA Definitions" means the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.);

"Issue Date" has the meaning given in the relevant Final Terms;

"Junior Securities" means, in relation to the Tier 2 Notes:

- (i) any securities issued by the Issuer which qualify (or were intended to qualify at issue) as Common Equity Tier 1 Capital;

- (ii) any securities issued by the Issuer which qualify (or were intended to qualify at issue) as Additional Tier 1 Capital; and
- (iii) any securities issued by, or any other obligations of the Issuer which rank, or are expressed to rank, junior to the Tier 2 Notes on liquidation, winding-up or bankruptcy of such Issuer;

"**LIBOR**" means, in respect of any Specified Currency and any Specified Period, the interest rate benchmark known as the London interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic LIBOR rates can be obtained from the designated distributor);

"**Margin**" has the meaning given in the relevant Final Terms;

"**Market**" means the London Stock Exchange's EEA Regulated Market;

"**Maturity Date**" has the meaning given in the relevant Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Minimum Redemption Amount**" has the meaning given in the relevant Final Terms;

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the date of the relevant Final Terms and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Non-Viability Event**" shall bear the meaning ascribed thereto in Condition 4(d)(ii) (*Loss Absorption Following A Non-Viability Event*);

"**Non-Viability Event Notice**" shall bear the meaning ascribed thereto in Condition 4(d)(iii) (*Loss Absorption Following A Non-Viability Event*);

"**Non-Viability Loss Absorption Condition**" shall bear the meaning ascribed thereto in Condition 4(d)(i) (*Loss Absorption Following A Non-Viability Event*);

"**Noteholder**", in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Title to Registered Notes*);

"**Official List**" means the official list of the United Kingdom Financial Conduct Authority;

"**Optional Redemption Amount (Call)**" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Date (Call)" has the meaning given in the relevant Final Terms;

"Optional Redemption Date (Put)" has the meaning given in the relevant Final Terms;

"Other Subordinated Securities" means in relation to a Series of Subordinated Notes (other than Tier 2 Notes), any obligations or securities of the Issuer which rank or are expressed to rank on a liquidation, bankruptcy or winding-up of the Issuer *pari passu* with the Subordinated Notes of that Series;

"Other Tier 2 Securities" means any obligations or securities of the Issuer (other than the Tier 2 Notes):

- (i) which upon issue qualified (or were intended to qualify) as Tier 2 Capital; or
- (ii) which otherwise rank or are expressed to rank on a liquidation, bankruptcy or winding-up of the Issuer *pari passu* with the Tier 2 Notes or with other obligations or securities falling within paragraph (i) above;

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"Permitted Security Interest" means any Security Interest arising out of statutory preferences or by operation of law, any Security Interest on or with respect to the receivables of the Issuer which is created pursuant to any securitisation scheme or like arrangement or any Security Interest created over any asset acquired, developed or constructed by the Issuer **provided that** the Relevant Debt so secured shall not exceed the bona fide arm's length market value of such asset or the cost of such acquisition, development or construction (including all interest and other finance charges, any adjustments due to changes in circumstances and other charges reasonably incidental to such cost, whether contingent or otherwise) and where such market value or cost both apply, the higher of the two;

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency **provided, however, that:**

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne;
- (iii) in relation to New Zealand dollars, it means either Wellington or Auckland; and
- (iv) in any case any financial centre that is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Principal Subsidiary**" means a Subsidiary of the Issuer whose (a) total profits before tax and extraordinary items represent in excess of 10 per cent. of the consolidated total profits before tax and extraordinary items of the Issuer and its Subsidiaries, or (b) total value of net assets represent in excess of 10 per cent. of the total value of all consolidated net assets owned by the Issuer and its Subsidiaries in each case calculated by reference to the latest audited financial statements of each Subsidiary and the latest audited consolidated financial statements of the Issuer and its Subsidiaries but if a Subsidiary has been acquired or sold since the date as at which the latest audited consolidated financial statements of the Issuer and its Subsidiaries were prepared, the financial statements shall be adjusted in order to take into account the acquisition or sale of that Subsidiary (that adjustment being certified by the Issuer and its Subsidiaries' auditors as representing an accurate reflection of the revised consolidated profits before interest and tax or turnover of the Issuer and its Subsidiaries). A report by the directors of the Issuer, reviewed by its auditors, that a Subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Noteholders;

"**Put Option Notice**" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem an Unsubordinated Note at the option of the Noteholder;

"**Put Option Receipt**" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"**Qualifying Tier 2 Securities**" means securities issued directly by the Issuer that:

- (i) have terms not materially less favourable to an investor than the terms of the Notes being substituted or varied in accordance with Condition 10(k) (*Substitution or Variation*) (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer), and provided that a certification to such effect of two authorised officers shall have been delivered to the Fiscal Agent prior to the issue or, as appropriate, variation of the relevant securities), and, subject thereto, which (1) contain terms which comply with the then current minimum requirements of the Relevant Regulator in relation to Tier 2 Capital, required to ensure that such Qualifying Tier 2 Securities qualify as Tier 2 Capital (2) include terms which provide for the same Interest Rate or rate of return from time to time applying to the Notes, and preserve the Interest Payment Dates; (3) rank senior to, or *pari passu* with, the ranking of the Notes; (4) preserve any existing

rights under these Conditions to any accrued interest or other amounts which have not been paid; (5) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; and (6) have a solicited published rating ascribed to them or expected to be ascribed to them if the Notes had a solicited published rating from a rating agency immediately prior to such substitution or variation; and

- (ii) if the Notes are listed on the Official List and admitted to trading on the Market (a) are listed on the Official List and admitted to trading on the Market or (b) listed on such other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer;

"Rate of Interest" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms and includes the Initial Rate of Interest, First Reset Rate of Interest and the Subsequent Reset Rate of Interest, as applicable;

"Recognised Stock Exchange" means a recognised stock exchange as defined in Section 1005 of the Income Tax Act 2007 as the same may be amended from time to time and any provision, statute or statutory instrument replacing the same from time to time;

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"Reference Banks" has the meaning given in the relevant Final Terms or, if none, four major banks selected (after consultation with the Issuer, if reasonably practicable) by the Calculation Agent in the market that is most closely connected with the Reference Rate;

"Reference Price" has the meaning given in the relevant Final Terms;

"Reference Rate" means BBSW, EURIBOR or LIBOR as specified in the relevant Final Terms;

"Register" means the register maintained by the Registrar in respect of the Notes in accordance with the Agency Agreement;

"Regular Period" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any

Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"Regulations Relating to Banks" means the Regulations Relating to Banks published under Government Notice R1029 in Government Gazette 35950 of 12 December 2012, issued under section 90 of the Banks Act, as such regulations may be amended, supplemented or replaced from time to time;

"Regulatory Change" means a change in, or amendment to, the Capital Rules or any change in the application of or official or generally published guidance or interpretation of the Capital Rules, which change or amendment becomes, or would become, effective on or after the Issue Date of the first Tranche of Notes of the relevant Series;

"Relevant Date" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"Relevant Debt" means any present or future indebtedness of the Issuer in the form of, or represented by any bond, note or debenture issued by the Issuer and listed on a financial or stock exchange but excluding any option or warrant in respect of any share or index or any written acknowledgement of indebtedness issued by the Issuer to SARB;

"Relevant Financial Centre" has the meaning given in the relevant Final Terms;

"Relevant Regulator" means the Prudential Authority (the "PA") in terms of the Banks Act and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer;

"Relevant Screen Page" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"Relevant Time" has the meaning given in the relevant Final Terms;

"Renminbi" means the lawful currency of the PRC;

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"Reserved Matter" means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"SARB" means the South African Reserve Bank;

"SB Group" means Standard Bank Group Limited and any of its subsidiaries;

"Security Interest" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"Senior Claims" shall bear the meaning ascribed thereto in Condition 4(b) (*Status of the Subordinated Notes that are not Tier 2 Notes*);

"Senior Creditors" means creditors of the Issuer:

- (i) who are unsubordinated creditors of the Issuer; or
- (ii) (other than the holders of Additional Tier 1 Capital Securities or Tier 2 Capital Securities) whose claims are, or are expressed to be, subordinated (whether only in the event of a dissolution, liquidation or winding-up of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer;

"Solvent Reconstruction" means an event where an order is made or an effective resolution is passed for the winding up of the Issuer under or in connection with a scheme of amalgamation or reconstruction not involving a bankruptcy or insolvency, where the obligations of the Issuer in relation to the outstanding Notes are assumed by the successor entity to which all, or substantially all, of the property, assets and undertaking of the Issuer are transferred or where an arrangement with similar effect not involving bankruptcy or insolvency is implemented;

"Specified Currency" has the meaning given in the relevant Final Terms;

"Specified Denomination(s)" has the meaning given in the relevant Final Terms, save that the minimum denomination of any Note to be admitted to trading on a regulated market within the EEA or the United Kingdom or offered to the public in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129, as amended, will be EUR100,000 (or its equivalent in another currency at the Issue Date of such Notes);

"Specified Office" has the meaning given in the Agency Agreement;

"Specified Period" has the meaning given in the relevant Final Terms;

"Spot Rate" means the spot CNY/U.S. Dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over the counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. Dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"Statutory Loss Absorption Regime" means any legal, statutory or regulatory regime or requirement implemented in South Africa which provides the Relevant Regulator with the power to implement principal loss absorption measures in respect of capital instruments (such as Additional Tier 1 Capital and Tier 2 Capital), including, but not limited to, any such regime or requirement which is implemented pursuant to Basel III;

"**Subordinated Notes**" means (i) any Notes issued with the status and characteristics set out in Condition 4(c) (*Status of Tier 2 Notes*) and specified as Tier 2 Notes in the relevant Final Terms or (ii) any Notes issued with the status and characteristics set out in Condition 4(b) (*Status of the Subordinated Notes that are not Tier 2 Notes*) as specified in the relevant Final Terms;

"**Subsidiary**" means, in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**") whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise;

"**Talon**" means a talon for further Coupons;

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"**TARGET Settlement Day**" means any day on which the TARGET2 is open for the settlement of payments in Euro;

"**Tax Event (Deductibility)**" means an event where, as a result of a Tax Law Change, in respect of the Issuer's obligation to make any payment of interest on the next following Interest Payment Date or any subsequent Interest Payment Date, the Issuer would not be entitled to claim a deduction in respect of computing its taxation liabilities in South Africa, or such entitlement is in the opinion of the Issuer, materially reduced, and in each case the Issuer cannot avoid the foregoing in connection with the Notes by taking measures reasonably available to it (such reasonable measures to exclude any requirement to instigate litigation in respect of any decision or determination of the South African Revenue Service that any such interest does not constitute a tax deductible expense);

"**Tax Event (Gross up)**" means an event where, as a result of a Tax Law Change, the Issuer has paid or will or would on the next Interest Payment Date be required to pay additional amounts as provided or referred to in Condition 13 (*Taxation*);

"**Tax Law Change**" means a change or proposed change in, or amendment or proposed amendment to, the tax laws or regulations of South Africa, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such tax laws or regulations (including a holding by a court of competent jurisdiction) whether or not having retrospective effect, which actual or proposed change or amendment becomes effective on or after the Issue Date of the first Tranche of Notes of the relevant Series;

"**Tier 2 Capital**" means "*tier 2 capital*" as defined in section 1(1) of the Banks Act;

"**Tier 2 Capital Rules**" means Regulation 38(12) of the Regulations Relating to Banks promulgated under the Banks Act and such other provisions of the Capital Rules with which Tier 2 Notes must comply in order for the proceeds of the issue of such Notes to qualify as Tier 2 Capital;

"**Tier 2 Capital Securities**" means any obligations or securities of the Issuer which upon issue qualified (or were intended to qualify) as Tier 2 Capital;

"**Tier 2 Noteholder**" means a holder of a Tier 2 Note;

"**Tier 2 Notes**" means Notes specified as such in the relevant Final Terms and complying with the Tier 2 Capital Rules;

"**Treaty**" means the Treaty on the Functioning of the European Union;

"**Unsubordinated Notes**" means Notes issued with the status and characteristics set out in Condition 4(a) (*Status of the Unsubordinated Notes*) as specified in the relevant Final Terms;

"**U.S.**" means the United States of America;

"**U.S. dollars**" means United States dollars;

"**U.S. Dollar Equivalent**" means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Determination Date;

"**Write-off**" means, in respect of Tier 2 Notes:

- (i) the Tier 2 Notes shall be cancelled (in the case of a Write-off in whole) or written-off in part on a pro rata basis (in the case of a Write-off in part), in accordance with the Capital Rules and as, and to the extent, determined by the Relevant Regulator; and
- (ii) all rights of any Tier 2 Noteholder for payment of any amounts under or in respect of the Tier 2 Notes (including, without limitation, any amounts arising as a result of, or due and payable upon the occurrence of, an Event of Default) shall, as the case may be, be cancelled or written-off pro rata among the Tier 2 Noteholders and, in each case, not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Event Notice and even if the Non-Viability Event has ceased; and

"**Zero Coupon Note**" means a Note specified as such in the relevant Final Terms.

(b) *Interpretation:* In these Conditions:

- (i) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 13 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iii) references to Notes being "**outstanding**" shall be construed in accordance with the Agency Agreement;
- (iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**not applicable**" then such expression is not applicable to the Notes; and
- (v) any reference to the Agency Agreement or each Deed of Covenant shall be construed as a reference to the Agency Agreement or each Deed of Covenant, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. **Form, Denomination, Title and Transfer**

(a) *Bearer Notes:* Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer

Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.

- (b) *Title to Bearer Notes:* Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, "**Holder**" means the holder of such Bearer Note and "**Noteholder**" and "**Couponholder**" shall be construed accordingly.
- (c) *Registered Notes:* Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms.
- (d) *Title to Registered Notes:* The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, "**Holder**" means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.
- (e) *Ownership:* The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.
- (f) *Transfers of Registered Notes:* Subject to paragraphs (i) (*Closed periods*) and (j) (*Regulations concerning transfers and registration*) below, a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar, together with such evidence as the Registrar may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Note may not be transferred unless the principal amount of Registered Notes transferred and (where not all of the Notes held by a Holder are being transferred) the principal amount of the balance of Registered Notes not transferred are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Notes will be issued to the transferor.
- (g) *Registration and delivery of Note Certificates:* Within five business days of the surrender of a Note Certificate in accordance with paragraph (f) (*Transfers of Registered Notes*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar has its Specified Office.
- (h) *No charge:* The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

- (i) *Closed periods:* Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.
- (j) *Regulations concerning transfers and registration:* All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status**

(a) **Status of the Unsubordinated Notes:**

- (i) *Application:* This Condition 4(a) applies only to Unsubordinated Notes.
- (ii) *Status of the Unsubordinated Notes:* The Unsubordinated Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer which will at all times rank *pari passu* without preference or priority among themselves and (subject to the provisions of Condition 5 (*Negative Pledge*)) at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

(b) **Status of the Subordinated Notes that are not Tier 2 Notes:**

- (i) *Application:* This Condition 4(b) applies only to Subordinated Notes that are not Tier 2 Notes.
- (ii) *Status of the Subordinated Notes that are not Tier 2 Notes:* Subordinated Notes that are not Tier 2 Notes constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu* among themselves and (save for the claims of those creditors that have been accorded preferential rights by law):
 - (A) *pari passu* with Other Subordinated Securities;
 - (B) senior to the claims of holders of Additional Tier 1 Capital and Tier 2 Capital; and
 - (C) junior to the present and/or future claims of Senior Creditors (the "**Senior Claims**") in relation to which such claims of the holders of such Subordinated Notes are (or are expressed to be) subordinated in the event of the dissolution, liquidation or winding-up of the Issuer as provided in the Final Terms or the Pricing Supplement (as applicable).
- (iii) *Subordination:* Subject to Applicable Law, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound up, the claims of the Holders of Subordinated Notes that are not Tier 2 Notes shall be subordinated to Senior Claims to the extent that in any such event, (i) no Holder of such Subordinated Notes that are not Tier 2 Notes shall be entitled to prove or tender to prove a claim in respect of the Subordinated Notes and (ii) no amount due under such Subordinated Notes shall be eligible for set off, counterclaim, abatement or other similar remedy which a Holder of such Subordinated Notes might otherwise have under the laws of any jurisdiction in respect of such Subordinated Notes nor shall any amount due under such Subordinated Notes be payable to the Holders of such Subordinated Notes in respect of the obligations

of the Issuer thereunder until all Senior Claims which are admissible in any such dissolution, insolvency or winding up have been paid or discharged in full.

(c) **Status of Tier 2 Notes**

- (i) *Application:* This Condition 4(c) applies only to Tier 2 Notes.
- (ii) *Status of the Tier 2 Notes:* The Tier 2 Notes constitute direct, unsecured and, in accordance with Condition 4(c)(iii) (*Subordination*) below, subordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and (save for the claims of those creditors that have been accorded preferential rights by law):
 - (A) *pari passu* with Other Tier 2 Securities;
 - (B) senior to Common Equity Tier 1 Capital Securities and the obligations of the Issuer under any Junior Securities; and
 - (C) junior to the present and/or future claims of Senior Creditors.
- (iii) *Subordination:* The claims of Tier 2 Noteholders entitled to be paid amounts due in respect of the Tier 2 Notes are subordinated to the present and/or future claims of Senior Creditors and, accordingly, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or is wound-up (in each case other than pursuant to a Solvent Reconstruction):
 - (A) notwithstanding that any Tier 2 Noteholder shall have proved a claim for any amount in respect of the Tier 2 Notes in the event of the dissolution, liquidation or winding-up of the Issuer, no such amount shall be paid to that Tier 2 Noteholder until the claims of Senior Creditors have been fully satisfied; and
 - (B) no amount due under the Tier 2 Notes shall be eligible for set-off, counterclaim, abatement or other similar remedy which a Tier 2 Noteholder might otherwise have under the laws of any jurisdiction in respect of the Tier 2 Notes nor shall any amount due under the Tier 2 Notes be payable to any Tier 2 Noteholder, until the claims of all Senior Creditors which are admissible in any such dissolution, liquidation or winding-up have been paid or discharged in full.
- (iv) *Set-off:*
 - (A) Subject to Applicable Law, no Tier 2 Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer under or in connection with the Tier 2 Notes and each Tier 2 Noteholder shall, by virtue of being the holder of any Tier 2 Note, be deemed to have waived all such rights of set-off, compensation and retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Tier 2 Noteholder by the Issuer is discharged by set-off (whether by operation of law or otherwise) such Tier 2 Noteholder shall, unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its winding-up or administration, the liquidator or administrator, as appropriate, of the Issuer for payment to the Senior Creditors in respect of amounts owing to them by the Issuer, and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer, or the liquidator or administrator, as appropriate, of the Issuer (as the case may be), for payment to the Senior Creditors in respect of

amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

- (B) As used in this Condition 4(c)(iv), the expression "*obligations*" includes any direct or indirect obligations of the Issuer and whether by way of guarantee, indemnity, other contractual support arrangement or otherwise and regardless of name or designation.

(d) **Loss Absorption Following A Non-Viability Event**

- (i) This Condition 4(d) applies only to Tier 2 Notes and is referred to as the "**Non-Viability Loss Absorption Condition**" in these Conditions.
- (ii) a "**Non-Viability Event**" shall occur when a "trigger event" specified in writing by the Relevant Regulator in accordance with the Capital Rules has occurred; provided that, as a minimum, the aforesaid "trigger event" shall be the earlier of:
 - (A) a decision that a write-off, without which the Issuer (on a consolidated basis or as required by the Capital Rules) would become non-viable, is necessary as determined by the Relevant Regulator; or
 - (B) the decision to make a public sector injection of capital, or equivalent support, without which the Issuer (on a consolidated basis or as required by the Capital Rules) would have become non-viable, as determined by the Relevant Regulator.
- (iii) Upon the occurrence of a Non-Viability Event, the Issuer will notify Tier 2 Noteholders (a "**Non-Viability Event Notice**") in accordance with Condition 20 (*Notices*) and subsequently Write-off the Tier 2 Notes, in accordance with the Capital Rules.
- (iv) For the avoidance of doubt, following any Write-off of the Tier 2 Notes (in accordance with these terms) the Issuer shall not be obliged to pay compensation in any form to the Tier 2 Noteholders.
- (v) Any Write-off of the Tier 2 Notes upon the occurrence of a Non-Viability Event will not constitute an Event of Default or any other breach of the Issuer's obligations under the Conditions.

(e) **Disapplication of Non-Viability Loss Absorption**

- (i) This Condition 4(e) applies only to Tier 2 Notes.
- (ii) If a Statutory Loss Absorption Regime is implemented in South Africa and the Tier 2 Notes are subject to such Statutory Loss Absorption Regime upon the occurrence of a Non-Viability Event, then the Issuer, if so specified in the Final Terms, shall have the option at any time by written notice (the "**Amendment Notice**") to the Tier 2 Noteholders in accordance with Condition 20 (*Notices*), to elect that the Non-Viability Loss Absorption Condition shall cease to apply and that the Statutory Loss Absorption Regime will apply to the Tier 2 Notes from the date specified in the Amendment Notice (the "**Amendment Date**"), being a date no earlier than the date on which the Statutory Loss Absorption Regime takes effect (the "**Amendment Option**"). If the Issuer exercises the Amendment Option, the Non-Viability Loss Absorption Condition will cease to apply and the Tier 2 Notes will be subject to such minimum requirements of the Statutory Loss Absorption Regime required to ensure that the Tier 2 Notes continue to qualify as Tier 2 Capital with effect from the Amendment Date. If the Amendment Option is not specified in the Final Terms or if the Amendment Option is specified in the

Final Terms but is not exercised by the Issuer, then the Tier 2 Notes will not be subject to the Statutory Loss Absorption Regime and the Non-Viability Loss Absorption Condition will continue to apply to the Tier 2 Notes.

- (iii) For the avoidance of doubt, if a Non-Viability Event occurs on or after such date on which the Non-Viability Loss Absorption Condition referred to in Condition 4(d) is disapplied, the Relevant Regulator or the Relevant Resolution Authority, as the case may be, or the Issuer following instructions from the Relevant Regulator or the Relevant Resolution Authority, as the case may be, may take such action in respect of the Tier 2 Notes as is required or permitted by such Statutory Loss Absorption Regime.
- (iv) Notwithstanding and to the exclusion of any other term of the Tier 2 Notes or any other agreements, arrangements or understanding between the Issuer and any Holder (which, for the purposes of this Condition 4(e)(iv), includes each holder of a beneficial interest in the Tier 2 Notes), by its acquisition of the Tier 2 Notes, each Holder acknowledges and accepts that any liability arising under the Tier 2 Notes may be subject to the exercise of Statutory Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:
 - (A) the effect of the exercise of any Statutory Loss Absorption Powers by the Relevant Resolution Authority; and
 - (B) the variation of the terms of the Tier 2 Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Statutory Loss Absorption Powers by the Relevant Resolution Authority.
- (v) For the purposes of this Condition:

"Statutory Loss Absorption Powers" means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with the Statutory Loss Absorption Regime, as amended or replaced from time to time and pursuant to which any obligation of the Issuer can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period); and

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Statutory Loss Absorption Powers in relation to the Issuer.

(f) **Capital Rules and Additional Conditions**

In order for the proceeds of the issuance of any Tranche of Notes to qualify as Tier 2 Capital, Subordinated Notes must comply with the applicable Capital Rules (including the Additional Conditions (if any) prescribed by the Relevant Regulator in respect of a particular Tranche of Tier 2 Notes). The Issuer will specify in the Final Terms whether any issue of Notes is an issue of Tier 2 Notes, the proceeds of which are intended to qualify as Tier 2 Capital. The Additional Conditions (if any) prescribed by the Relevant Regulator in respect of Tier 2 Notes will be specified in a supplement to the Base Prospectus or a drawdown prospectus.

(g) **No Liability of Agents**

None of the Agents shall have any responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with a Non-Viability Event, the Non-Viability Loss Absorption Condition (or its disapplication) or any consequent Write-off and cancellation of any Tier 2 Notes or any claims in respect thereof, and none of the Agents shall be

responsible for any calculation or determination or the verification of any calculation or determination in connection with the foregoing.

5. **Negative Pledge**

This Condition 5 only applies to Unsubordinated Notes.

For so long as any Unsubordinated Note remains outstanding, the Issuer undertakes not to create or permit the creation of any Security Interest (other than a Permitted Security Interest) over any of its present or future assets or revenues to secure any present or future Relevant Debt without at the same time securing all Unsubordinated Notes equally and rateably with such Relevant Debt or providing such other security as may be approved by an Extraordinary Resolution of the holders of those Unsubordinated Notes, unless the provision of any such security is waived by an Extraordinary Resolution of the holders of those Unsubordinated Notes.

6. **Fixed Rate Note Provisions**

- (a) *Application:* This Condition 6 is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*) or Condition 12 (*Payments – Registered Notes*) as applicable. Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Specified Currency (half a sub unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose, a "sub unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. **Floating Rate Note Provisions**

- (a) *Application:* This Condition 7 is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*) or Condition 12 (*Payments – Registered Notes*) as applicable. Each

Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 7 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

- (c) *Screen Rate Determination*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:
- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
 - (A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
 - (B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period; ***provided, however, that*** if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer, in consultation with an independent adviser appointed by the Issuer and acting in good faith and in a commercially reasonable manner as an expert in its reasonable discretion, determines appropriate. As used in this Condition 7(c)(ii)(B), "*independent adviser*" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expense;
 - (iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (iv) subject to Condition 7(m) (*Benchmark Discontinuation*), if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the

Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

- (B) determine the arithmetic mean of such quotations; and
- (v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

- (d) *ISDA Determination*: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.

- (e) *Linear Interpolation*: If Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

- (i) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Periods; and
- (ii) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the

relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer determines appropriate.

- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.
- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose, a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (h) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents, and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (j) *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties for such purposes.
- (k) *Receipt by Calculation Agent of Information:* If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 7, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Interest Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition

7, it shall forthwith notify the Issuer and the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(l) *Liability of Calculation Agent:* For the avoidance of doubt, the Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any person for the purposes of providing any determination or calculation hereunder, which subsequently may be found to be incorrect or inaccurate in any way.

(m) *Benchmark Discontinuation*

(i) *Independent Adviser*

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 7(m)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 7(m)(iii)) and any Benchmark Amendments (in accordance with Condition 7(m)(iv)).

An Independent Adviser appointed pursuant to this Condition 7(m) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 7(m).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 7(m) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 7(m).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser determines in its discretion that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 7(m)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 7(m)).

(iii) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Advisor is unable to determine the quantum of, or a formula or methodology for determining the Adjustment Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

(iv) *Benchmark Amendments*

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 7(m) and the Independent Adviser determines in its discretion (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 7(m)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 7(m)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 7(m) will be notified promptly by the Issuer to the Calculation Agent, the Paying Agents and, in accordance with Condition 20, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two Authorised Signatories of the Issuer:

- (A) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate and, (b) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 7(m); and
- (B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Calculation Agent's or the Paying Agent's ability to rely on such certificate) be binding on the Issuer, the Calculation Agent, the Paying Agents and the Noteholders.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Conditions 7(m)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Conditions 7(c) and 9(c) will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread (if applicable) and Benchmark Amendments, in accordance with Condition 7(m)(v). Notwithstanding any other provision of this Condition 7, no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Notes be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Subordinated Notes as Tier 2 Capital.

(vii) *Definitions:*

As used in this Condition 7(m):

"Adjustment Spread" means either (a) a spread (which may be positive, negative or zero), or (b) a formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (B) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; (or if the Issuer determines that no such spread is customarily applied);
- (C) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"Alternative Rate" means an alternative to the Reference Rate which the Independent Adviser determines in accordance with Condition 7(m)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes.

"Benchmark Amendments" has the meaning given to it in Condition 7(m)(iv).

"Benchmark Event" means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
- (v) there has taken place (or will otherwise take place, prior to the next following Interest Determination Date) a change in customary market practice in the international debt capital markets applicable generally to floating rate notes denominated in the Specified Currency (determined according to factors including, but not limited to, public statements, opinions and publications of industry bodies and organisations) to refer to a base rate other than the Original Reference Rate specified in the applicable Final Terms despite the continued existence of such Original Reference Rate, when any Rate of Interest (or any component part thereof) remains to be determined by reference to the Original Reference Rate; or
- (vi) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case selected and appointed by the Issuer at its own expense under Condition 7(m)(i).

"Original Reference Rate" means the originally-specified Reference Rate used to determine the Rate of Interest (or any component part thereof) on the Notes, or any Alternative Rate or Successor Rate currently being used.

"Relevant Nominating Body" means, in respect of a Reference Rate:

- (i) the central bank for the currency to which the Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank for the currency to which the

Reference Rate relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate, (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

8. **Zero Coupon Note Provisions**

- (a) *Application*: This Condition 8 is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Late payment on Zero Coupon Notes*: If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. **Reset Note Provisions**

- (a) *Application*: This Condition 9 is applicable to the Notes only if the Reset Note Provisions are specified in the relevant Final Terms as being applicable. For the avoidance of doubt, Condition 7(m) (*Benchmark Discontinuation*) will apply to Notes where the Reset Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Rates of Interest and Interest Payment Dates*: Each Reset Note bears interest:
 - (i) from (and including) the Interest Commencement Date specified in the applicable Final Terms to (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest;
 - (ii) from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and
 - (iii) if applicable, from (and including) the Second Reset Date to (but excluding) the first Subsequent Reset Date (if any), and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (if any) (each a "**Subsequent Reset Period**") at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments – Bearer Notes*) or Condition 12 (*Payments – Registered Notes*), as applicable. If specified in the Final Terms, Floating Rate Reset Provisions shall be applicable from (and including) the Reset Date specified in such Final Terms.

The Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 6 (*Fixed Rate Note Provisions*) and, in respect of any period for which Floating Rate Reset Provisions are applicable, Condition 7 (*Floating Rate Note Provisions*).

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 9 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fallbacks*

Subject to Condition 7(m) (*Benchmark Discontinuation*), this Condition 9(c) applies in respect of each Interest Period other than any Interest Period in respect of which Floating Rate Reset Provisions are applicable.

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum (converted as set out in the definition of such term above) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be the sum (converted as set out in the definition of such term above) of (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotation and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the same as the rate used in the prior Reset period.

The Calculation Agent shall not be responsible to the Issuer, the Noteholders or to any third-party as a result of the Calculation Agent having relied on any quotation, ratio or other information provided to it by any person, which subsequently may be found to be incorrect or inaccurate in any way.

(d) *Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount*

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified, inter alios, to the Issuer, the Fiscal Agent and, on behalf of the Issuer, to any stock exchange on which the relevant Reset Notes are for the time being listed and notice thereof to be published, at the expense of the Issuer (if applicable), in accordance with Condition 20 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter.

Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment). Any such amendment will be promptly notified to each stock exchange on which the relevant Reset Notes are for the time being listed and to the Noteholders in accordance with Condition 20 (*Notices*). For the purposes of this paragraph, the expression "London Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

(e) *Receipt by Calculation Agent of Information*

If the Calculation Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this Condition 9, it shall be released from its obligations to make such calculation. The Calculation Agent shall notify the Issuer as soon as practicable on any Reset Determination Date if it lacks sufficient information to make a calculation. The Calculation Agent shall be obliged only to perform the duties expressed to be performed by it hereunder. If the Calculation Agent at any material time does not or is unable to make any determination or calculation or take any action that it is required to do pursuant to this Condition 9, it shall forthwith notify the Issuer and the Issuer shall appoint a replacement Calculation Agent for the purposes of providing such determination and calculation.

(f) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 9(e) shall (in the absence of wilful default or manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers and duties pursuant to such provisions.

In this Condition 9 (*Reset Note Provisions*):

"**Fixed Leg Swap Duration**" means the period specified in the applicable Final Terms;

"**First Margin**" means the margin specified as such in the applicable Final Terms;

"**First Reset Date**" means the date specified in the applicable Final Terms;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date;

"First Reset Rate of Interest" means, in respect of the First Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

- (i) if Mid-Swap Rate is specified in the Final Terms, as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of (A) the relevant Mid-Swap Rate and (B) the First Margin; or
- (ii) if Floating Rate Reset Note Provisions is specified in the Final Terms, as the sum of (A) the Reset Note Floating Rate and (B) the First Margin;

"Reset Note Floating Rate" means the Rate of Interest determined in accordance with the provisions for determining rates of interest in Condition 7 (*Floating Rate Note Provisions*) provided that references to:

- (iii) Margin shall be deemed to be the First Margin or the Subsequent Margin, as applicable;
- (iv) Interest Commencement Date shall be deemed to be the First Reset Date;

"Initial Rate of Interest" has the meaning specified in the applicable Final Terms;

"Mid-Market Swap Rate" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the applicable Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

"Mid-Market Swap Rate Quotation" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"Mid-Swap Floating Leg Benchmark Rate" means EURIBOR if the Specified Currency is euro or LIBOR for the Specified Currency if the Specified Currency is not euro;

"Mid-Swap Rate" means, in relation to a Reset Determination Date and subject to Condition 9(c) (*Fallbacks*), either:

- (i) if Single Mid-Swap Rate is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:
 - (A) with a term equal to the relevant Reset Period; and
 - (B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page or such replacement page on that service which displays the information; or

- (ii) if Mean Mid-Swap Rate is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:
 - (A) with a term equal to the relevant Reset Period; and
 - (B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page or such replacement page on that service which displays the information, in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent.

"Reference Banks" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

"Reset Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Business Centre specified in the applicable Final Terms;

"Reset Date" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

"Reset Determination Date" means, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period;

"Reset Period" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"Second Reset Date" means the date specified in the applicable Final Terms;

"Subsequent Margin" means the margin specified as such in the applicable Final Terms;

"Subsequent Reset Date" means the date or dates specified in the applicable Final Terms; and

"Subsequent Reset Rate of Interest" means, in respect of any Subsequent Reset Period and subject to Condition 9(b) (*Rates of Interest and Interest Payment Dates*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date on the following basis:

- (i) if Mid-Rate Swap Rate is specified in the Final Terms as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of (A) the relevant Mid-Swap Rate and (B) the relevant Subsequent Margin; or
- (ii) if Floating Rate Reset Note Provisions is specified in the Final Terms, as the sum of (A) the Reset Note Floating Rate and (B) the Subsequent Margin.

10. **Redemption, Purchase, Substitution and Variation**

- (a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date (if any), subject as provided in Condition 12 (*Payments – Registered Notes*).
- (b) *Redemption for tax reasons or Change in Law*: Unsubordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, if a Tax Event (Gross up) occurs and Subordinated Notes may be redeemed (subject to Condition 10(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*) in respect of Tier 2 Notes only) at the option of the Issuer in whole, but not in part, if a Tax Event (Gross up) or a Tax Event (Deductibility) occurs and, if specified in the Final Terms, upon the occurrence of a Change in Law:
 - (i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount, together with interest accrued (if any) to the date fixed for redemption, **provided, however, that** no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due or would be entitled (as such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities, as applicable.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent (A) a certificate signed by two authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) an opinion of independent legal advisers of recognised standing to the effect that a Tax Event (Gross up), Tax Event (Deductibility), or if applicable, a Change in Law has occurred. Upon the expiry of any such notice as is referred to in this Condition 10(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(b).

- (c) *Redemption at the option of the Issuer*: If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed (subject to Condition 10(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*) in respect of Tier 2 Notes only) at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) upon the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case

may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date). In respect of Tier 2 Notes, no Optional Redemption Date (Call) shall fall earlier than the date being 5 (five) years and 1 (one) day after the Issue Date.

- (d) *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 10(c) (*Redemption at the option of the Issuer*), in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 10(c) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) *Redemption at the option of Noteholders*: This Condition 10(e) applies only to Unsubordinated Notes. If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 10(e), the Holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 11(e), may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 10(e), the depositor of such Note and not such Paying Agent shall be deemed to be the Holder of such Note for all purposes.
- (f) *Early Redemption following the occurrence of a Capital Disqualification Event*: This Condition 10(f) (*Early Redemption following the occurrence of a Capital Disqualification Event*) applies only to Tier 2 Notes.

The Issuer may redeem any Tranche of Tier 2 Notes in whole, but not in part:

- (a) at any time (if the Floating Rate Note provisions are not specified in the relevant Final Terms as being applicable or, if they are, such provisions are not applicable at the time of redemption); or
- (b) on any Interest Payment Date (if the Floating Rate Note are specified in the relevant Final Terms as being applicable and are applicable at the time of redemption),

on giving not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Noteholders (which notice shall be irrevocable, at their Early Redemption Amount together with interest (if any) accrued to such date, following the occurrence of a Capital Disqualification Event).

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent (A) a certificate signed by two authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) unless the Relevant Regulator has confirmed to the Issuer that a Capital Disqualification Event applies to the relevant Notes, an opinion of independent legal advisers of recognised standing to the effect that a Capital Disqualification Event applies. Upon the expiry of any such notice as is referred to in this Condition 10(f) (*Early Redemption following the occurrence of a Capital Disqualification Event*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(f) (*Early Redemption following the occurrence of a Capital Disqualification Event*).

- (g) *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (f) above.
- (h) *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(g) or, if none is so specified, a Day Count Fraction of 30E/360.

- (i) *Purchase:* Subject, in the case of Tier 2 Notes, to Condition 10(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*), the Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith.
- (j) *Cancellation:* All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them may, at its option, be cancelled and may, if cancelled, not be reissued or resold.
- (k) *Substitution or Variation:* Where Substitution or Variation is specified in the Final Terms in respect of Tier 2 Notes as being applicable, and a Tax Event (Gross up), Tax Event (Deductibility) or a Capital Disqualification Event and, if specified in the Final Terms, a Change in Law has occurred and is continuing, then the Issuer may, subject to Condition 10(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*) and/or as directed or approved by the Relevant Regulator and having given not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 20 (*Notices*), the Fiscal Agent and the Registrar (which notice shall be irrevocable) but without any requirement for the consent or approval of the Holders, at any time (whether before or following the First Reset Date) either substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or, as appropriate, become, Qualifying Tier 2 Securities. Upon the expiry of such notice,

the Issuer shall either vary the terms of or substitute the Notes in accordance with this Condition 10(k) (*Substitution or Variation*), as the case may be.

- (l) *Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes:*
- (i) Notwithstanding the foregoing provisions of this Condition or Condition 18 (*Meetings of Noteholders; Modification*) and subject to sub-paragraph (ii) below, for so long as the applicable Capital Rules so require, Tier 2 Notes may be redeemed, purchased (in whole or in part), modified, substituted or varied prior to the Maturity Date, only at the option of the Issuer, and only if:
- (A) the Issuer has notified the Relevant Regulator of, and the Relevant Regulator has consented in writing to, such redemption, purchase, modification, substitution or variation (as applicable), subject to such conditions (if any) as the Relevant Regulator may deem appropriate (in any case, only if and to the extent such a notification or consent is required by the Capital Rules (including any prescribed notice periods with which the Issuer may need to comply, if any, in such Capital Rules));
- (B) the redemption, purchase, modification, substitution or variation of the Tier 2 Notes is not prohibited by the Capital Rules; and
- (C) prior to the publication of any notice of redemption, substitution or variation or redemption pursuant to this Condition 10 (*Redemption, Purchase, Substitution and Variation*), the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised officers stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as appropriate, vary is satisfied and, in the case of a substitution or variation, that the relevant Qualifying Tier 2 Securities have terms not materially less favourable to an investor than the terms of the Notes and will as from the date of such substitution or variation otherwise comply with the requirements of the definition thereof in Condition 2 (*Interpretation*).
- (ii) This Condition 10(l) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*) does not apply in respect of a redemption in whole, but not in part, of Tier 2 Notes upon a Capital Disqualification Event in accordance with Condition 10(f) (*Early Redemption following the occurrence of a Capital Disqualification Event*).

11. **Payments – Bearer Notes**

This Condition 11 is only applicable to Bearer Notes.

- (a) *Principal:* Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the U.S. by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.
- (b) *Interest:* Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the U.S. in the manner described in paragraph (a) above.

- (c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the U.S. with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable U.S. law.
- (d) *Payments subject to fiscal laws:* All payments in respect of the Bearer Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) *Deductions for unmatured Coupons:* If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:
- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

- (f) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 11(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 10(b) (*Redemption for tax reasons*) Condition 10(e) (*Redemption at the option of Noteholders*), Condition 10(c) (*Redemption at the option of the Issuer*) or Condition 14 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) *Payments on business days:* If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the U.S. (or in New York City if permitted by paragraph (c) above).
- (i) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 15 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.
- (k) *Payment of U.S. Dollar Equivalent:* Notwithstanding the foregoing, if by reason of Inconvertibility, Non transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five or more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 11(k) (*Payment of U.S. Dollar Equivalent*) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

- (l) *Payment of Renminbi:* Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

12. **Payments – Registered Notes**

This Condition 12 is only applicable to Registered Notes.

- (a) *Principal:* Payments of principal shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Note to the Specified Office of the

Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.

- (b) *Interest:* Payments of interest shall be made by cheque drawn in the currency in which the payment is due on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (c) *Payments subject to fiscal laws:* All payments in respect of the Registered Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 13 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (d) *Payments on business days:* Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the Payment Business Day immediately preceding the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 12(d) arriving after the due date for payment or being lost in the mail.
- (e) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.
- (f) *Record date:* Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

- (g) *Payment of U.S. Dollar Equivalent:* Notwithstanding the foregoing, if by reason of Inconvertibility, Non transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Notes when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five or more than 30 calendar days' irrevocable notice to the Holders prior to the due date for payment, settle any such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi-denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 12(g) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and all Holders.

- (h) *Payment of Renminbi:* Notwithstanding the foregoing, all payments in Renminbi will be made solely by credit to a Renminbi account maintained by the payee at a bank in Hong Kong in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong).

13. **Taxation**

- (a) *Gross up:* All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or on behalf of South Africa or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such Taxes is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders of such amounts after such withholding or deduction as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

- (i) presented for payment by, or on behalf of, or held by, a Holder which is liable to such Taxes in respect of such Note or Coupon by reason of its having some connection with South Africa other than the mere holding of such Note or Coupon; or
- (ii) where (in the case of a payment of principal or interest on redemption) the relevant Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon or Note Certificate on the last day of such period of 30 days; or
- (iii) presented for payment by or on behalf of, or held by, a Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying with any statutory requirements in force at the present time or in the future by making a declaration of nonresidence or other claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent.

- (b) *FATCA withholding:* Notwithstanding any other provision in these Conditions, the Issuer, and the Paying Agents, shall be permitted to withhold or deduct any amounts required by the rules of the Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer,

a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

- (c) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than South Africa, references in these Conditions to South Africa shall be construed as references to South Africa and/or such other jurisdiction.

14. **Events of Default**

14.1 *Events of Default relating to Unsubordinated Notes*

This Condition 14.1 only applies to Unsubordinated Notes.

An Event of Default in relation to Unsubordinated Notes shall arise if any one or more of the following events shall have occurred and be continuing:

- (a) *Non-payment:* the failure by the Issuer to pay within 7 days from the due date any amount due in respect of any of the Notes; or
- (b) *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Deed of Covenant and such default remains unremedied for 30 days after written notice thereof has been delivered by any Noteholder to the Issuer or to the Specified Office of the Fiscal Agent (addressed to the Issuer); or
- (c) *Cross default of the Issuer or Principal Subsidiary:*
- (i) any Financial Indebtedness of the Issuer or any of its Principal Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;
 - (ii) any such Financial Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or (as the case may be) the relevant Principal Subsidiary or **(provided that** no event of default, howsoever described, has occurred) any Person entitled to such Financial Indebtedness; or
 - (iii) the Issuer or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Financial Indebtedness;

provided that the amount of Financial Indebtedness referred to in sub paragraph (i) and/or sub paragraph (ii) above and/or the amount payable under any Guarantee referred to in subparagraph (iii) above individually or in the aggregate exceeds U.S.\$55,000,000 (or its equivalent in any other currency or currencies); or

- (d) *Unsatisfied judgment:* one or more judgment(s) or order(s) from which no further appeal is permissible under applicable law for the payment of any amount in excess of U.S.\$55,000,000 (or its equivalent in any other currency or currencies) is rendered against the Issuer or any of its Principal Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (e) *Security enforced:* any present or future Security Interest created by the Issuer or any Principal Subsidiary over all or a substantial part of its undertaking, assets and revenues for an amount at the relevant time in excess of U.S.\$55,000,000 (or its equivalent in any other currency or currencies) becomes enforceable and any step is taken to enforce it (including, but not limited to, the taking of possession or the appointment of a receiver, administrative receiver, manager or other similar person or analogous event) unless such enforcement is discharged within 45 days or

the Issuer or Principal Subsidiary (as the case may be) is contesting such enforcement in good faith; or

- (f) *Insolvency, winding-up, etc.:* the granting of an order by any competent court or authority for the liquidation, winding-up, dissolution or (in relation to a Principal Subsidiary only) commencement of business rescue proceedings of the Issuer or any Principal Subsidiary, whether provisionally (and not dismissed or withdrawn within 30 days of the granting of such order) or finally, or the placing of the Issuer or any Principal Subsidiary under voluntary liquidation or curatorship, **provided that** no liquidation, curatorship, winding-up, dissolution or commencement of business rescue proceedings shall constitute an Event of Default if the liquidation, curatorship, winding-up, dissolution or commencement of business rescue proceedings is: (i) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement of a Principal Subsidiary within the SB Group, (ii) in the case of the Issuer, in respect of a Solvent Reconstruction, or (iii) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by Extraordinary Resolution of Noteholders before the date of the liquidation, curatorship, winding-up or dissolution; or
- (g) *Failure to take action etc.:* any action, condition or thing (including the obtaining of any consent, licence, approval or authorisation) now or hereafter necessary to enable the Issuer to comply with its obligations under the Programme for the issuance of the Notes is not taken, fulfilled or done, or any such consent, licence, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Notes, the Coupons or the Programme for the issuance of the Notes; or
- (h) *Unlawfulness:* it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or the Deed of Covenant.

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders and, in respect of listed Notes, shall forthwith notify the London Stock Exchange plc or such other Exchange upon which such Notes are listed, as the case may be.

Upon the happening of an Event of Default, any Holder of Unsubordinated Notes may, by written notice to the Issuer at its registered office, effective upon the date of receipt thereof by the Issuer, declare the Unsubordinated Notes held by such Noteholder to be forthwith due and payable. Upon receipt of that notice, such Unsubordinated Notes shall become forthwith due and payable at the Early Termination Amount, together with accrued interest (if any) to the date of payment.

14.2 *Events of Default relating to Subordinated Notes*

This Condition 14.2 applies only to Subordinated Notes.

An Event of Default in relation to Subordinated Notes shall arise if any of the following events occurs and is continuing:

- (a) *Non-payment:* The failure by the Issuer to pay within 7 days from the due date any amount due in respect of any of the Subordinated Notes; or
- (b) *Insolvency, winding-up, etc.:* the granting of an order by any competent court or authority for the liquidation, winding-up or dissolution of the Issuer, whether provisionally (and not dismissed or withdrawn within 30 days of the granting of such order) or finally, or the placing of the Issuer under voluntary liquidation or curatorship (**provided that** no liquidation, curatorship, winding-up or dissolution shall constitute an

Event of Default if the liquidation, curatorship, winding-up or dissolution is: (i) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the SB Group, (ii) in the case of the Issuer, in respect of a Solvent Reconstruction, or (iii) for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by Extraordinary Resolution of Noteholders before the date of the liquidation, curatorship, winding-up or dissolution).

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders and, in respect of listed Notes, shall forthwith notify the London Stock Exchange plc or such other Exchange upon which such Notes are listed, as the case may be.

Upon the happening of an Event of Default referred to in Condition 14.2.(a) (*Non-payment*), any Holder of Subordinated Notes may, subject to Condition 4(c)(iii) (*Subordination*) and the Capital Rules in the case of Tier 2 Notes or Condition 4(b)(iii) (*Winding up of the Issuer*) in the case of other Subordinated Notes, and subject as provided below, at its discretion and without further notice, institute proceedings for the winding-up of the Issuer and/or prove in any winding-up of the Issuer, but take no other action in respect of that default.

Upon the occurrence of an Event of Default referred to in Condition 14.2(b) (*Insolvency, winding up etc*), any Holder of Subordinated Notes may, by written notice from the Holder to the Issuer at its registered office, effective upon the date of receipt thereof by the Issuer, declare the Subordinated Notes held by such Noteholder to be forthwith due and payable. Upon receipt of that notice, such Subordinated Notes shall, subject to Condition 4(c)(iii) (*Subordination*) and the Capital Rules in the case of Tier 2 Notes or Condition 4(b)(iii) (*Winding up of the Issuer*) in the case of other Subordinated Notes, become forthwith due and payable at the Early Termination Amount, together with accrued interest (if any) to the date of payment.

Without prejudice to the preceding Conditions, if the Issuer breaches any of its obligations under the Subordinated Notes (other than any obligation in respect of the payment of principal or interest on such Notes), then any holder of Subordinated Notes of the Series may, at its discretion and without further notice, bring such proceedings as it may think fit to enforce the obligation in question, provided that the Issuer shall not, as a result of the bringing of any such proceedings, be obliged to pay any sum representing or measured by reference to principal or interest on or satisfy any other payment obligation in relation to such Subordinated Notes sooner than the same would otherwise have been payable by it.

15. **Prescription**

Claims for principal in respect of Bearer Notes and/or Coupons, as the case may be, shall become void unless the relevant Bearer Notes and/or Coupons, as the case may be, are presented for payment within ten years of the appropriate Relevant Date. Claims for principal and interest on redemption in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

16. **Replacement of Notes and Coupons**

If any Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

17. **Agents and Registrar**

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar, fiscal agent or Calculation Agent and additional or successor paying agents and transfer agents; **provided, however, that:**

- (a) the Issuer shall at all times maintain a fiscal agent and a registrar; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent and/or registrar in any particular place, the Issuer shall maintain a paying agent and/or a registrar each with a Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Agents or the Registrar or in their Specified Offices shall promptly be given to the Noteholders.

18. **Meetings of Noteholders; Modification**

- (a) *Meetings of Noteholders:* The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three quarters or, at any adjourned meeting, one-quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification:* The Notes, these Conditions and the Deeds of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, is made to correct a manifest error or is, in its sole opinion, not materially prejudicial to the interests of the Noteholders.

The consent or approval of the Noteholders shall not be required in the case of amendments to the Conditions pursuant to Condition 7(m) (*Benchmark Discontinuation*) to vary the method basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 7(m)(iv) (*Benchmark Amendments*), where the Issuer has delivered to the Fiscal Agent a certificate pursuant to Condition 7(m)(v) (*Notices, etc*)).

Any modification of the Tier 2 Notes in accordance with this Condition 18 (*Meetings of Noteholders; Modifications*) is subject to the Issuer obtaining the consent of the Relevant Regulator (if and to the extent that such consent is required by the Capital Rules) pursuant to Condition 10(1) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation*).

19. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

20. **Notices**

- (a) *Bearer Notes*: Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.
- (b) *Registered Notes*: Notices to the Holders of Registered Notes will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing. In addition, notices to Noteholders will be published on the date of such mailing in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe.

21. **Currency Indemnity**

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

22. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

23. **Governing Law and Jurisdiction**

- (a) *Governing law*: The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by English law save that the provisions of Conditions 4(b) (*Status of the Subordinated Notes that are not Tier 2 Notes*), 4(c) (*Status of Tier 2 Notes*), 4(d) (*Loss Absorption Following A Non-Viability Event*), 4(e) (*Disapplication of Non-Viability Loss Absorption*), 10(1) (*Conditions to Redemption, Purchase, Modification, Substitution or Variation of Tier 2 Notes*) and 14.2 (*Events of Default relating to the Subordinated Notes*) are governed by, and shall be construed in accordance with, South African law.
- (b) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Notes (including any non-contractual obligation arising out of or in connection with the Notes).
- (c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Rights of the Noteholders to take proceedings outside England*: Condition 23(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 23 (*Governing law and jurisdiction*) prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Standard Advisory London Limited (Attention: Head of Legal) at 20, Gresham Street, London, EC2V 7JE, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

FORM OF FINAL TERMS

Final Terms dated [•]

[MiFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[PROHIBITION OF SALES TO EEA AND UNITED KINGDOM RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPs Regulation.]

NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (the "**SFA**") – [In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are]/[are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)¹

[CONFIRMATION REQUIRED BY PARAGRAPH 3(5)(j) OF THE COMMERCIAL PAPER REGULATIONS - [specify], being one of the Issuer's auditors as at the Issue Date of this Tranche of Notes, have confirmed in writing that nothing has come to their attention which causes them to believe that the issue of this Tranche of Notes under the Programme, pursuant to the Base Prospectus [, the supplement to the Base Prospectus dated [•]]² (as read with these Final Terms) will not comply in all material respects with the provisions of the Commercial Paper Regulations.]³

[THE STANDARD BANK OF SOUTH AFRICA LIMITED

¹ For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

² To be deleted if no supplement to the Base Prospectus has been published or specify date of supplement, as applicable.

³ To be deleted where SBSA is the relevant Issuer. To be completed where SBG is the relevant Issuer and Notes are offered in South Africa. Delete if Notes are not offered in South Africa.

(Registration Number 1962/000738/06)

Legal Entity Identifier:
QFC8ZCW3Q5PRXU1XTM60]*

[STANDARD BANK GROUP LIMITED
(Registration Number 1969/017128/06)

Legal Entity Identifier:
2549003PEZXUT7MDBU41]*

*Delete as applicable

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.\$4,000,000,000

Euro Medium Term Note Programme

The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the EEA or the United Kingdom will be made pursuant to an exemption under the Prospectus Regulation, from the requirement to publish a prospectus for offers of the Notes. Accordingly, any person making or intending to make an offer in the relevant Member State or in the United Kingdom of the Notes may only do so in circumstances in which no obligation arises for any Issuer or any Dealer to publish a prospectus pursuant to the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances. The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended).

PART A CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated 20 May 2020 [and the supplement to the base prospectus dated [●] which [together] constitute[s] a base prospectus] (the "**Base Prospectus**") for the purposes of the Prospectus Regulation (Regulation (EU) 2017/1129, as amended) (the "**Prospectus Regulation**"). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 8 of the Prospectus Regulation. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus.

Full information on the Issuer and the Notes described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at [[address] [and] [www.londonstockexchange.com]] and copies may be obtained from [address].

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated [original date]. These Final Terms contain the final terms of the Notes and must be read in conjunction with the base prospectus dated [current date] [and the supplemental base prospectus dated [date]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation (Regulation (EU) 2017/1129, as amended) (the "**Prospectus Regulation**"), save in respect of the Conditions which are extracted from the base prospectus dated [original date] and are incorporated by reference in the Base Prospectus. This document

constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 8 of the Prospectus Regulation.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is]/[are] available for viewing at [www.londonstockexchange.com]

1. **Issuer:** [The Standard Bank of South Africa Limited]
[Standard Bank Group Limited]
2. (i) [Series Number: [•]]
(ii) [Tranche Number: [•]]
(iii) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [•] on [the Issue Date] [the exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below.]/[Not applicable].]
3. **Specified Currency or Currencies:** [•]
4. **Aggregate Nominal Amount:**
(i) Series: [•]
(ii) Tranche: [•]
5. **Issue Price:** [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*]
6. (i) Specified Denominations: [•]
(ii) Calculation Amount [•]
7. (i) Issue Date: [•]
(ii) Interest Commencement Date: [•]
8. **Maturity Date:** [•]
9. **Interest Basis:** [[•] % Fixed Rate]
[[LIBOR]/[EURIBOR]/[BBSW] +/- [•] per cent. Floating Rate]
[Reset Notes]
[Zero Coupon]
10. **Redemption/Payment Basis:** [Redemption at [par] [[•] per cent.]]
11. **Put/Call Options:** [Investor Put]
[Issuer Call]

- [Reset Notes]
12. **Status of the Notes:** [Unsubordinated Notes]
 [Subordinated Notes that are not Tier 2 Notes –
 Condition 4(b) applies]
 [Tier 2 Notes – Condition 4(c) applies]
13. **Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with [•]/Not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (iv) Broken Amount(s): [•]
- (v) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]
- (vi) Determination Dates: [•] in each year
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (i) Specified Period: [•]
- (ii) Specified Interest Payment Dates: [•]
- (iii) Business Day Convention: [Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]/[No Adjustment]
- (iv) Additional Business Centre(s): [•] [Not Applicable]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination]/[ISDA Determination]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent): [•]
- (vii) Screen Rate Determination:
- Reference Rate: [LIBOR]/[EURIBOR]/[BBSW]

- Interest Determination Date(s): [•]
 - Relevant Screen Page: [LIBOR01]/[EURIBOR01]/[Reuters Screen BBSW Page]
 - Relevant Time: [•]
 - Relevant Financial Centre: [•]
 - Linear Interpolation: [Applicable]/[Not Applicable]
- (viii) ISDA Determination:
- Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
 - Linear Interpolation [Applicable]/[Not Applicable]
- (ix) Margin(s): [+/-] [•] per cent. per annum
- (x) Minimum Rate of Interest: [•] per cent. per annum
- (xi) Maximum Rate of Interest: [•] per cent. per annum
- (xii) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (i) Accrual Yield: [•] per cent. per annum
 - (ii) Reference Price: [•]
17. **Reset Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Initial Rate of Interest: [] per cent. per annum payable in arrear on each Interest Payment Date
 - (ii) First Margin: [+/-] [] per cent. per annum
 - (iii) Subsequent Margin: [+/-] [] per cent. per annum [Not Applicable]
 - (iv) Interest Payment Date(s): [] in each year up to and including the Maturity Date/[specify date] [adjusted in accordance with paragraphs 17 (xv) and (xvi) below]
 - (v) Fixed Coupon Amount to (but excluding) the First Reset Date: [] per Calculation Amount

(Applicable to Notes in definitive form)

- (vii) First Reset Date: []
- (viii) Second Reset Date: []/[Not applicable]
- (ix) Subsequent Reset Date(s): [] [and []] [Not applicable]
- (x) Relevant Screen Page: []
- (xi) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate]
- (xii) Mid-Swap Maturity: []
- (xiii) Fixed Leg Swap Duration: []
- (xiv) Day Count Fraction: [30/360 or 360/360 or Actual/Actual (ICMA)]
- (xv) Determination Date(s): [[] in each year][Not Applicable]

(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon).

- (xvi) Business Day Convention: [Not Applicable/Following Business Day Convention/Preceding Business Day Convention/Modified Following Business Day Convention]
- (xvii) Business Centre(s): []/[Not Applicable]
- (xviii) Calculation Agent: []

18. Floating Rate Reset Note Provisions [Applicable/Not Applicable]

- (i) Date on which Floating Rate Reset Note Provisions Apply: [First Reset Date]/[Second Reset Date]
- (ii) Specified Period: [•]
- (iii) Specified Interest Payment Dates: [•]
- (iv) Business Day Convention: [Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]/[No Adjustment]
- (v) Additional Business Centre(s): [•] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination]/[ISDA Determination]

- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent): [•]
- (viii) Screen Rate Determination:
 - Reference Rate: [LIBOR]/[EURIBOR]/[BBSW]
 - Interest Determination Date(s): [•]
 - Relevant Screen Page: [•]
 - Relevant Time: [•]
 - Relevant Financial Centre: [•]
 - Linear Interpolation: [Applicable]/[Not Applicable]
- (ix) ISDA Determination:
 - Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
- 19. **Linear Interpolation:** [Applicable]/[Not Applicable]
 - (i) Margin(s): [+/-][•] per cent. per annum
 - (ii) Minimum Rate of Interest: [•] per cent. per annum
 - (iii) Maximum Rate of Interest: [•] per cent. per annum
 - (iv) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]

PROVISIONS RELATING TO REDEMPTION

- 20. **Call Option** [Applicable/Not Applicable]
 - (i) Optional Redemption Date(s): [•]
 - (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [•] per Calculation Amount
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [•] per Calculation Amount
 - (b) Maximum Redemption [•] per Calculation Amount

Amount:

21. **Put Option** [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [•]
- (iii) Optional redemption for Subordinated Notes upon a Change in Law: [Applicable]/[Not Applicable]
22. **Optional Redemption for Subordinated Notes upon a Change in Law:** [Applicable]/[Not Applicable]
23. **Final Redemption Amount of each Note** [•] per Calculation Amount
24. **Early Redemption Amount**
- Early Redemption Amount(s) per [•]
Calculation Amount:
25. **Early Termination Amount** [•]
- Early Termination Amount per
Calculation Amount
26. **Substitution and Variation for Tier 2 Notes:** [Applicable/Not Applicable]
27. **Substitution and Variation for Tier 2 Notes upon a Change in Law:** [Applicable/Not Applicable]
28. **Option to disapply Non-viability Loss Absorption Condition for Tier 2 Notes pursuant to Condition 4(e):** [Applicable/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. **Form of Notes:**
- Bearer Notes:**
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes on [•] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

Registered Notes:

Global Registered Note Certificate exchangeable for individual Note Certificates on [•] days' notice/at any time/in the limited circumstances specified in the Global Registered Note Certificate

30. Additional Financial Centre(s): [•]
31. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes] [No.]
32. Commercial Paper Regulations [Not Applicable]/[Applicable – see Annexure “A” to these Final Terms]

DISTRIBUTION

33. (i) If syndicated, names of Managers: [•]
- (ii) Date of Subscription Agreement [•]
34. If non-syndicated, name and address of Dealer: [•]
35. Stabilising Manager(s): [•]
36. U.S. Selling Restrictions: [Reg. S Compliance Category 2]/[TEFRA C]/[TEFRA D/TEFRA not applicable]
37. Total commission and concession: [•] per cent. of the Aggregate Nominal Amount

[ADMISSION TO TRADING

These Final Terms comprise the final terms required for the Notes described herein to be admitted to trading on the [Market of the London Stock Exchange pursuant to the U.S.\$4,000,000,000 Euro Medium Term Note Programme of The Standard Bank of South Africa Limited and Standard Bank Group Limited.]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B OTHER INFORMATION

1. LISTING

- (i) Listing: London
- (ii) Admission to trading: Application has been made for the Notes to be admitted to trading on the Market of the London Stock Exchange with effect from [•].
- (iii) Estimate of total expenses related to admission to trading: [•]

2. RATING

- Ratings: The Notes to be issued have been rated:
[Moody's*: [•]]
[Fitch*: [•]]

3. USE OF PROCEEDS

[General corporate purposes]/[The Notes are issued as [Green Bonds]/[Social Bonds]/[Sustainable Bonds], [further particulars (including investment category and eligibility criteria) to be provided]]

4. YIELD

- Indication of yield: [•]

5. [INFORMATION REQUIRED BY THE COMMERCIAL PAPER REGULATIONS]⁴

- Aggregate amount of commercial paper (as defined in the Commercial Paper Regulations) issued by the Issuer prior to the Issue Date: [•]

- To the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue during the Issuer's current financial year "commercial paper" (as defined in the Commercial Paper Regulations) in the following aggregate amount (excluding this Tranche of Notes): [•]

6. OPERATIONAL INFORMATION

- ISIN: [•]
- Common Code: [•]
- CFI: [See the website of the Association of National

⁴ To be deleted where SBSA is the relevant Issuer. To be completed where SBG is the relevant Issuer and Notes are offered in South Africa. Delete if Notes are not offered in South Africa.

Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

FISN:

[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s):

[Not Applicable/[•]]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) if any:

[•]

Relevant Benchmark[s]:

[[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation]/[As far as the Bank is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation/the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [*administrator legal name*] is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence)]/[Not Applicable]

FORM OF PRICING SUPPLEMENT

Pricing Supplement dated [•]

[MiFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[PROHIBITION OF SALES TO EEA AND UNITED KINGDOM RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the United Kingdom may be unlawful under the PRIIPs Regulation.]

NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (the "**SFA**") – [In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are]/[are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)⁵

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129, AS AMENDED IN CONNECTION WITH THIS ISSUE OF NOTES. THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY HAS NEITHER REVIEWED NOR APPROVED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT

[THE STANDARD BANK OF SOUTH AFRICA LIMITED
(Registration Number 1962/000738/06)

Legal Entity Identifier: QFC8ZCW3Q5PRXU1XTM60]*

[STANDARD BANK GROUP LIMITED
(Registration Number 1969/017128/06)

⁵ For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Legal Entity Identifier: 2549003PEZXUT7MDBU41]*

* Delete as applicable

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.\$4,000,000,000
Euro Medium Term Note Programme

PART A CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated 20 May 2020 [and the supplement to the base prospectus dated [•] which [together] constitute[s] a base prospectus] (the "**Base Prospectus**"). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Base Prospectus.

Full information on the Issuer and the Notes described herein is only available on the basis of a combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus is available for viewing at [[address] [and] [www.londonstockexchange.com]] and copies may be obtained from [address].

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated [original date]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the base prospectus dated [current date] [and the supplemental Base Prospectus dated [date]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") save in respect of the Conditions which are extracted from the base prospectus dated [original date] and are incorporated by reference in the Base Prospectus.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is]/[are] available for viewing at [address].]

1. **Issuer:** [The Standard Bank of South Africa Limited]
[Standard Bank Group Limited]
2. (i) [Series Number: [•]]
(ii) [Tranche Number: [•]]
(iii) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [•] on [the Issue Date] [the exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below.]/[Not applicable].]
3. **Specified Currency or Currencies:** [•]

4. **Aggregate Nominal Amount:**
- (i) Series: [•]
- (ii) Tranche: [•]
5. **Issue Price:** [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date]]
6. (i) Specified Denominations: [•]
- (ii) Calculation Amount [•]
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [•]
8. **Maturity Date:** [•]
9. **Interest Basis:** [[•] % Fixed Rate]
- [[LIBOR]/[EURIBOR]/[BBSW]/[Other] +/- [•] per cent. Floating Rate]
- [Reset Notes]
- [Zero Coupon]
- [Other]
10. **Redemption/Payment Basis:** [Redemption at par]
11. **Put/Call Options:** [Investor Put]
- [Issuer Call]
- [Other]
- [Reset Notes]
12. **Status of the Notes:** [Unsubordinated Notes]
- [Subordinated Notes that are not Tier 2 Notes – Condition 4(b) applies]
- [Tier 2 Notes – Condition 4(c) applies]
13. **Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions:** [Applicable/Not Applicable]
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with [•]/Not adjusted]

	(iii)	Fixed Coupon Amount[(s)]:	[•] per Calculation Amount
	(iv)	Broken Amount(s):	[•]
	(v)	Day Count Fraction:	[Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]/[Other]
	(vi)	Determination Dates:	[•] in each year
15.		Floating Rate Note Provisions	[Applicable/Not Applicable]
	(i)	Specified Period:	[•]
	(ii)	Specified Interest Payment Dates:	[•]
	(iii)	Business Day Convention:	[Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]/[No Adjustment]/[Other]
	(iv)	Additional Business Centre(s):	[•] [Not Applicable]
	(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination]/[ISDA Determination]/[Other]
	(vi)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent):	[•]
	(vii)	Screen Rate Determination:	
		Reference Rate:	[LIBOR]/[EURIBOR]/[BBSW]/[Other]
		Interest Determination Date(s):	[•]
		Relevant Screen Page:	[LIBOR01]/[EURIBOR01]/[Reuters Screen BBSW Page]
		Relevant Time:	[•]
		Relevant Financial Centre:	[•]
		Linear Interpolation:	[Applicable]/[Not Applicable]
	(viii)	ISDA Determination:	
		Floating Rate Option:	[•]

	Designated Maturity:	[•]
	Reset Date:	[•]
	Linear Interpolation:	[Applicable]/[Not Applicable]
(ix)	Margin(s):	[+/-][•] per cent. per annum
(x)	Minimum Rate of Interest:	[•] per cent. per annum
(xi)	Maximum Rate of Interest:	[•] per cent. per annum
(xii)	Day Count Fraction:	[Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]
16.	Zero Coupon Note Provisions	[Applicable/Not Applicable]
(i)	Accrual Yield:	[•] per cent. per annum
(ii)	Reference Price:	[•]
17.	Reset Note Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Initial Rate of Interest:	[] per cent. per annum payable in arrear on each Interest Payment Date
(ii)	First Margin:	[+/-][] per cent. per annum
(iii)	Subsequent Margin:	[[+/-][] per cent. per annum] [Not Applicable]
(iv)	Interest Payment Date(s):	[[] in each year up to and including the Maturity Date/[specify date] [adjusted in accordance with paragraphs 17 (xv) and (xvi) below]]
(v)	Fixed Coupon Amount to (but excluding) the First Reset Date: <i>(Applicable to Notes in definitive form)</i>	[] per Calculation Amount
(vi)	First Reset Date:	[]
(vii)	Second Reset Date:	[]/[Not applicable]
(viii)	Subsequent Reset Date(s):	[] [and []] [Not applicable]
(ix)	Relevant Screen Page:	[]
(x)	Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate]
(xi)	Mid-Swap Maturity:	[]

- (xii) Fixed Leg Swap Duration: []
- (xiii) Day Count Fraction: [30/360 or 360/360 or Actual/Actual (ICMA)]
- (xiv) Determination Date(s): [[] in each year][Not Applicable]
- (Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon).*
- (xv) Business Day Convention: [Not Applicable/Following Business Day Convention/Preceding Business Day Convention/Modified Following Business Day Convention]
- (xvi) Business Centre(s): []/[Not Applicable]
- (xvii) Calculation Agent: []
18. **Floating Rate Reset Note Provisions** [Applicable/Not Applicable]
- (i) Date on which Floating Rate Reset Note Provisions apply: [First Reset Date]/[Second Reset Date]/[Other]
- (ii) Specified Period: [•]
- (iii) Specified Interest Payment Dates: [•]
- (iv) Business Day Convention: [Floating Rate Convention]/[Following Business Day Convention]/[Modified Following Business Day Convention]/[Preceding Business Day Convention]/[No adjustment]/[Other]
- (v) Additional Business Centre(s): [•] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination]/[ISDA Determination]/[Other]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent): [•]
- (viii) Screen Rate Determination:
- Reference Rate: [LIBOR]/[EURIBOR]/[BBSW]
- Interest Determination Date(s): [•]
- Relevant Screen Page: [•]

	Relevant Time:	[•]
	Relevant Financial Centre:	[•]
	Linear Interpolation:	[Applicable]/[Not Applicable]
(ix)	ISDA Determination:	
	Floating Rate Option:	[•]
	Designated Maturity:	[•]
	Reset Date:	[•]
19.	Linear Interpolation:	[Applicable]/[Not Applicable]
(i)	Margin(s):	[+/-][•] per cent. per annum
(ii)	Minimum Rate of Interest:	[•] per cent. per annum
(iii)	Maximum Rate of Interest:	[•] per cent. per annum
(iv)	Day Count Fraction:	[Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]

PROVISIONS RELATING TO REDEMPTION

20.	Call Option	[Applicable/Not Applicable]
(i)	Optional Redemption Date(s):	[•]
(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	[•] per Calculation Amount
	(b) Maximum Redemption Amount:	[•] per Calculation Amount
21.	Put Option	[Applicable/Not Applicable]
(i)	Optional Redemption Date(s):	[•]
(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[•]
(iii)	Optional redemption for Subordinated Notes upon a	[Applicable]/[Not Applicable]

Change in Law:

22. **Optional Redemption for Subordinated Notes upon a Change in Law:** [Applicable]/[Not Applicable]
23. **Final Redemption Amount of each Note** [•] per Calculation Amount
24. **Early Redemption Amount**
Early Redemption Amount(s) per Calculation Amount: [•]
25. **Early Termination Amount** [•]
Early Termination Amount per Calculation Amount
26. **Substitution and Variation for Tier 2 Notes:** [Applicable/Not Applicable]
27. **Substitution and Variation for Tier 2 Notes upon a Change in Law:** [Applicable/Not Applicable]
28. **Option to disapply Non-viability Loss Absorption Condition for Tier 2 Notes pursuant to Condition 4(e):** [Applicable/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. **Form of Notes:**
- Bearer Notes:**
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes on [•] days' notice]
- [Permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]
- Registered Notes:**
- Global Registered Note Certificate exchangeable for individual Note Certificates on [•] days' notice/at any time/in the limited circumstances specified in the Global Registered Note Certificate
30. **Additional Financial Centre(s):** [•]

31. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes] [No.]
32. Commercial Paper Regulations [Not applicable]/[Applicable – see Annexure “A” to the Pricing Supplement]

DISTRIBUTION

33. (i) If syndicated, names of Managers: [•]
- (ii) Date of Subscription Agreement [•]
34. If non-syndicated, name and address of Dealer: [•]
35. U.S. Selling Restrictions: [Reg. S Compliance Category 2]/[TEFRA C]/[TEFRA D/TEFRA not applicable]
36. Stabilising Manager(s): [•]
37. Total commission and concession: [•] per cent. of the Aggregate Nominal Amount
38. Additional Terms and Conditions: [•]

[ADMISSION TO TRADING

This Pricing Supplement comprises the final terms required for the Notes described herein to be admitted to trading on the [•] pursuant to the U.S.\$4,000,000,000 Euro Medium Term Note Programme of The Standard Bank of South Africa Limited and Standard Bank Group Limited.]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B OTHER INFORMATION

1. LISTING

- (i) Listing: [•]
- (ii) Admission to trading: Application has been made for the Notes to be admitted to trading on [•] with effect from [•]. [Not Applicable]
- (iii) Estimate of total expenses related to admission to trading: [•]

2. RATING

Ratings: The Notes to be issued have been rated:
[Moody's*: [•]]
[Fitch*: [•]]

3. USE OF PROCEEDS

[General corporate purposes]/[The Notes are issued as [Green Bonds]/[Social Bonds]/[Sustainable Bonds], [further particulars (including investment category and eligibility criteria) to be provided]]

4. YIELD

Indication of yield: [•]

5. OPERATIONAL INFORMATION

ISIN: [•]

Common Code: [•]

CFI: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

FISN: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/[•]]

Delivery:

Delivery [against/free of] payment

Relevant Benchmark[s]:

[[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation/[As far as the Bank is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation/the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [*administrator legal name*] is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence)]/[Not Applicable]

ANNEXURE "A" TO THE PRICING SUPPLEMENT

COMMERCIAL PAPER REGULATIONS

promulgated in terms of the Banks Act under Government Notice number 2172 published in Government Gazette number 16167, dated 14 December 1994

Disclosure requirements in terms of paragraph 3(5) of the Commercial Paper Regulations

The information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is set out in this Annexure "A" (except where such information is disclosed in the Base Prospectus and/or the Pricing Supplement):

1. **Issuer and Ultimate Borrower** (paragraph 3(5)(a) of the Commercial Paper Regulations)

The Issuer of the relevant Tranche of Notes is Standard Bank Group Limited (incorporated with limited liability under registration number 1969/017128/06 in South Africa).

The "*ultimate borrower*" is [the Issuer] [specify other].
2. **Going concern** (paragraph 3(5)(b) of the Commercial Paper Regulations)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.
3. **Auditor** (paragraph 3(5)(c) of the Commercial Paper Regulations)

The auditors of the Issuer as at the Issue Date are [●] and [●].

[●] and [●] have acted as the auditors of the Issuer's latest audited financial statements.
4. **Total amount of Commercial Paper** (paragraph 3(5)(d) of the Commercial Paper Regulations)
 - (a) [The Issuer has not, prior to the Issue Date, issued any "*commercial paper*" (as defined in the Commercial Paper Regulations).]

[The Issuer has, prior to the Issue Date, issued "*commercial paper*" (as defined in the Commercial Paper Regulations) in an aggregate amount of U.S.\$[●].]
 - (b) [As at Issue Date, to the best of the Issuer's knowledge and belief, the Issuer estimates that it will not issue any "*commercial paper*" (as defined in the Commercial Paper Regulations) during the Issuer's current financial year (excluding this Tranche of Notes).]

[As at Issue Date, to the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue "*commercial paper*" (as defined in the Commercial Paper Regulations) in an aggregate amount of U.S.\$[●] during the Issuer's current financial year (excluding this Tranche of Notes).]
5. **Other information** (paragraph 3(5)(e) of the Commercial Paper Regulations)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in this Tranche of Notes is contained in the Base Prospectus and the Pricing Supplement.
6. **Material adverse change** (paragraph 3(5)(f) of the Commercial Paper Regulations)

Save as disclosed in the Base Prospectus [and as set out below], there has been no material adverse change in the Issuer's financial position since the date of the Issuer's last audited financial statements.

[give details, if applicable]
7. **Listing** (paragraph 3(5)(g) of the Commercial Paper Regulations)

This Tranche of Notes will be [unlisted] [listed on [the Regulated Market of the London Stock Exchange] [*specify other*]].

8. **Use of proceeds** (paragraph 3(5)(h) of the Commercial Paper Regulations)

[The proceeds of the issue of this Tranche of Notes will be used by the Issuer for its general corporate purposes] [*specify other*]

9. **Security** (paragraph 3(5)(i) of the Commercial Paper Regulations)

This Tranche of Notes is [secured] [unsecured].

10. **Auditors confirmation** (paragraph 3(5)(j) of the Commercial Paper Regulations)

[●], being one of the Issuer's auditors as at the Issue Date, have confirmed in writing that nothing has come to their attention which causes them to believe that the issue of this Tranche of Notes under the Programme, pursuant to the Base Prospectus (as read with the Pricing Supplement) will not comply in all material respects with the provisions of the Commercial Paper Regulations.

11. **Audited financial statements** (paragraphs 3(5)(j)(i) and (j)(ii) of the Commercial Paper Regulations)

Where, in relation to the issue and placing of this Tranche of Notes, the Base Prospectus and/or the Pricing Supplement is distributed and/or made available for inspection in South Africa, a copy of the Issuer's latest audited annual financial statements will at all times separately accompany (either by electronic delivery or by physical delivery) the Base Prospectus and/or the Pricing Supplement, as required by the Commercial Paper Regulations.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer or registered form. Consequently, in relation to any Tranche of Notes represented by a Global Registered Note Certificate, references in the Conditions to "Noteholders" are references to the registered holder of the relevant Global Registered Note Certificate which, for so long as the Global Registered Note Certificate is registered in the name of a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary. In relation to any Tranche of Notes represented by a Global Note in bearer form, references in the Conditions to "Noteholder" are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary will be that depositary or common depositary.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note or a Global Registered Note Certificate (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the relevant Issuer to the holder of such Global Note or Global Registered Note Certificate and in relation to all other rights arising under such Global Note or Global Registered Note Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note or Global Registered Note Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Note or Global Registered Note Certificate, Accountholders shall have no claim directly against the relevant Issuer in respect of payments due under the Notes and such obligations of the relevant Issuer will be discharged by payment to the holder of such Global Note or Global Registered Note Certificate.

Conditions applicable to Global Notes and Global Registered Note Certificates

Each Global Note and Global Registered Note Certificate will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note or Global Registered Note Certificate. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note or Global Registered Note Certificate which, according to the Terms and Conditions of the Notes, require presentation and/or surrender of a Note, Note Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Global Registered Note Certificate to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the relevant Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the relevant Issuer shall procure that the payment is noted in a schedule thereto.

Payment Business Day: In the case of a Global Note, or a Global Registered Note Certificate, shall be, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

Payment Record Date: Each payment in respect of a Global Registered Note Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global

Registered Note is being held is open for business. Where payment in respect of a Global Registered Note Certificate is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

Exercise of put option: In order to exercise the option contained in Condition 10(e) (*Redemption at the option of Noteholders*) the bearer of the Permanent Global Note or the holder of a Global Registered Note Certificate must, within the period specified in the Conditions for the deposit of the relevant Note Certificate and put option notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 10(d) (*Redemption at the option of the relevant Issuer*) in relation to some only of the Notes, the Permanent Global Note or Global Registered Note Certificate may be redeemed in part in the principal amount specified by the relevant Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg.

Notices: Notwithstanding Condition 20 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note Certificate and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note Certificate, is deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Notes will be applied by the relevant Issuer:

- (a) for its general corporate purposes; or
- (b) to finance or refinance, in whole or in part, Green Projects meeting the eligibility criteria set out in the Sustainable Bond Framework, in which case the relevant Final Terms or Pricing Supplement will specify that such Notes are "Green Bonds" ("**Green Bonds**") and will provide additional information in relation to the intended use of proceeds in respect of such Notes (including the applicable investment category and eligibility criteria); or
- (c) to finance or refinance, in whole or in part, Social Projects meeting the eligibility criteria set out in the Sustainable Bond Framework, in which case the relevant Final Terms or Pricing Supplement will specify that such Notes are "Social Bonds" ("**Social Bonds**") and will provide additional information in relation to the intended use of proceeds in respect of such Notes (including the applicable investment category and eligibility criteria); or
- (d) to finance or refinance, in whole or in part, Sustainable Projects meeting the eligibility criteria set out in the Sustainable Bond Framework, in which case the relevant Final Terms or Pricing Supplement will specify that such Notes are "Sustainable Bonds" ("**Sustainable Bonds**") and will provide additional information in relation to the intended use of proceeds in respect of such Notes (including the investment category and eligibility criteria).

DESCRIPTION OF STANDARD BANK GROUP LIMITED

Overview

Standard Bank Group Limited ("**SBG**") and its subsidiaries (together the "**Group**") is the largest financial services group in Africa (measured by assets) as at 31 December 2019. SBG is the Group's listed holding company and holds the entire issued share capital of the Group's primary banking entity, The Standard Bank of South Africa Limited ("**SBSA**"), as well as other banking and financial services entities. SBG has been listed on the Johannesburg Stock Exchange, operated by JSE Limited (the "**JSE**") since 1970, with a secondary listing on the Namibian Stock Exchange.

SBG's vision is to be the leading financial services organisation in, for and across Africa by delivering exceptional client experiences and superior value.

As at 31 December 2019, SBG had total assets of R2,275,589 million (compared to R2,126,962 million as at 31 December 2018) and had headline earnings of R28,207 million for the year ended 31 December 2019 (compared to R27,865 million for the year ended 31 December 2018). Banking headline earnings grew 5 per cent. to R27,216 million for the year ended 31 December 2019 (compared to R25,847 million for the year ended 31 December 2018). The Group's Return on Equity ("**ROE**") decreased to 16.8 per cent. for the year ended 31 December 2019, from 18.0 per cent. for the year ended 31 December 2018, and its Common Equity Tier 1 Ratio increased to 14.0 per cent. for the year ended 31 December 2019 from 13.5 per cent. for the year ended 31 December 2018.

Originally founded in 1862, the Group was a member of Standard Chartered Bank group ("**Standard Chartered**") until 1987. Since that time, the Group has focused on consolidating its position as the premier financial services organisation in South Africa, with an operational footprint in an additional 19 African countries covering East Africa (incorporating Kenya, South Sudan, Tanzania and Uganda), South & Central Africa (incorporating Botswana, Eswatini, Lesotho, Malawi, Mauritius, Mozambique, Namibia, Zambia and Zimbabwe) and West Africa (incorporating Angola, Democratic Republic of Congo, Ghana, Cote d'Ivoire and Nigeria). The Group also has a presence in five major international markets (Beijing, Dubai, London, New York and São Paulo). It also offers international financial services in the Isle of Man, Jersey and Mauritius. The Group has 50,691 permanent employees, and a market capitalisation of R268 billion. Since 3 March 2008, it has been in a strategic partnership with Industrial and Commercial Bank of China ("**ICBC**"), the world's largest bank, which owns a 20.1 per cent. share of SBG.

SBG operates as four principal business lines:

- (1) Personal & Business Banking;
- (2) Corporate & Investment Banking;
- (3) Wealth; and
- (4) Liberty.

Personal & Business Banking ("PBB") provides banking and other financial services to individual customers, small-to-medium sized enterprises and commercial banking customers in South Africa and in 15 countries in sub-Saharan Africa outside of South Africa (the "**Africa Regions**"). PBB provides the following product sets; mortgage lending, vehicle and asset finance, card products, transactional products and lending products. For the year ended 31 December 2019, PBB including Wealth recorded headline earnings of R16,510 million, constituting 59 per cent. of SBG's headline earnings (compared to R15,539 million and 56 per cent., respectively, for the year ended 31 December 2018). As at 31 December 2019, assets attributable to PBB (including Wealth) constituted 35 per cent. of SBG's total assets (36 per cent. as at 31 December 2018).

Corporate & Investment Banking ("CIB") provides corporate and investment banking services to governments, parastatals, larger corporates, financial institutions and multinational corporates and includes global markets, transactional products and services and investment banking. CIB contributed 42 per cent. of SBG's headline earnings for the year ended 31 December 2019 (compared to 40 per cent. for the year ended 31 December 2018) and constituted 47 per cent. of its total assets as at 31 December 2019 (compared to 46 per cent. as at 31 December 2018).

Wealth offers insurance, investment, and advisory capabilities to high net worth, retail, business and commercial and corporate clients. Wealth headline earnings for the year ended 31 December 2019 increased by 14 per cent. compared to the year ended 31 December 2018, while headline earnings for the year ended 31 December 2018 increased by 24 per cent. compared to the year ended 31 December 2017. Wealth achieved an ROE of 35 per cent. as at 31 December 2019 (compared to an ROE of 38 per cent. as at 31 December 2018).

Liberty provides life insurance and investment management activities. Liberty offers South Africa retail, business development and asset management. For the year ended 31 December 2019, Liberty recorded headline earnings attributable to SBG of R1,855 million, constituting 7 per cent. of SBG's headline earnings (compared to R1,600 million and 6 per cent., respectively, for the year ended 31 December 2018) and Liberty constituted 19 per cent. of SBG's total assets as at 31 December 2019 (compared to 20 per cent. as at 31 December 2018).

Other Banking Interests consist of the Group's equity investments held as a strategic partnership agreement with Industrial and Commercial Bank of China ("**ICBC**"). These consist of a 40 per cent. share in ICBC Standard Bank Plc ("**ICBCS**") and a 20 per cent. holding in ICBC Argentina S.A. ("**ICBC Argentina**"). In the early 2000's the Group's strategy was to be an emerging markets bank. After the global financial crisis, the Group adjusted the strategy to focus on Africa. As a result, it exited the businesses outside of Africa which it no longer considered to be a core part of its strategy. In 2012, SBG sold an 80 per cent. stake in Standard Bank Argentina (renamed ICBC Argentina) to ICBC and in 2015 it sold a 60 per cent. stake in Standard Bank Plc (renamed ICBC Standard Bank Plc) to ICBC. ICBC, as the majority shareholder, controls and runs these businesses. Standard Bank's full exit from these businesses is subject to the terms of the respective sale agreements. SBG's current investments in these entities are equity accounted, as associates, in its books and as such they are not included in metrics that relate specifically to SBG's banking activities. In September 2019, ICBC Argentina was reclassified as a non-current asset held for sale and is no longer equity accounted.

The Group operates through subsidiaries within the Africa Regions in 19 countries, providing the full banking offering of the Group. Africa Regions legal entities recorded R8,420 million for the year ended 31 December 2019, constituting 31 per cent. of SBG's banking headline earnings (compared to R8,025 million constituting 31 per cent. respectively for the year ended 31 December 2018) and contributing 19 per cent. of SBG's total banking assets for the year ended 31 December 2019 (compared to 20 per cent. for the year ended 31 December 2018). Africa Regions are split into East Africa (incorporating Kenya, South Sudan, Tanzania and Uganda), South & Central African (incorporating Botswana, Eswatini, Lesotho, Malawi, Mauritius, Mozambique, Namibia, Zambia and Zimbabwe) and West Africa (incorporating Angola, Democratic Republic of the Congo, Ghana, Cote d'Ivoire and Nigeria).

SBG is incorporated in South Africa as a limited liability company and operates under South African law. SBG's registered address is 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg, PO Box 7725, Johannesburg 2000, South Africa (telephone number: + 27 11 636 9111).

HISTORY

SBG is one of the oldest banks in South Africa having originally been incorporated in London as The Standard Bank of British South Africa Limited in 1862. The word "British" was dropped from the Bank's

name in 1883. SBSA commenced operations in Port Elizabeth in 1863 and gradually expanded its geographic area of operation to include the whole of South Africa.

In 1962, the shareholders of SBSA voted in favour of splitting the company into a South African subsidiary company which retained the name SBSA, and a parent company, The Standard Bank Limited, operating in London (subsequently to become Standard Chartered Bank plc).

In 1969, Standard Bank Investment Corporation Limited (subsequently to become SBG) was established as the holding company for SBSA. SBG continued as a member of Standard Chartered until 1987 when Standard Chartered sold its 39 per cent. ownership of SBG to Liberty Group Limited (the "**LGL**"), transferring the holding company to local South African ownership. In July 1978, SBG accepted an offer of a 25 per cent. shareholding in a new insurance company, Liblife Controlling Corporation (Proprietary) Limited ("**LCC**"), which was formed to acquire a controlling interest in the LGL group's Liberty Holdings. SBG's equity interest in LCC was increased from 25 per cent. to 50 per cent. in July 1983. The acquisition ensured joint control of the LGL group with Liberty Investments. In February 1999 Standard Bank agreed to purchase Liberty Investments' 50 per cent. interest in LCC.

The severing of ties enabled SBG to go into competition with Standard Chartered in the Africa Regions where a resurgence of economic growth appeared imminent. The first step was taken when the Union Bank of Swaziland Limited, in which SBG had a major shareholding, became an operational commercial bank in July 1988. In November 1992, SBG acquired the operations of ANZ Grindlays Bank in eight African countries (Zimbabwe, Zambia, Kenya, Botswana, Uganda, Zaire (DRC) and minority interests in Nigeria and Ghana), which set the Group on a path of African expansion over the next 15 years.

In 2007, SBG merged its Nigerian interests with those of IBTC Chartered Bank Plc, securing a controlling interest in the merged entity Stanbic IBTC Bank Plc. In 2008, SBG acquired 60 per cent. of CfC Bank in Kenya, and the operations of Stanbic Bank Kenya Limited were merged with those of CfC Bank and the merged entity was renamed CfC Stanbic Bank Limited. In 2012, CfC Stanbic Bank Limited opened a branch in the newly independent Republic of South Sudan. In 2014, the newly established Ivory Coast representative office opened for business, and in 2015 the Ethiopian representative office opened, bringing the Group's footprint in Africa to 20 countries.

During the 1990s, while SBG was building its African network, it also began establishing a footprint overseas. In 1992, SBG was awarded a banking licence in London and Standard Bank London Holdings Limited began operating. A number of acquisitions were made over the next two decades and by 2009, SBG had developed from a South African bank into a broad-based financial services organisation with niche investment banking operations focused on other emerging markets.

Effective 3 March 2008, SBG concluded a strategic partnership which resulted in ICBC becoming a supportive, non-controlling 20.1 per cent. minority shareholder in SBG. An agreement was entered into on 29 January 2014 in terms of which ICBC would, upon completion, acquire a controlling interest in SBG's non-Africa business, focusing on commodities, fixed income, currencies, credit and equities products. Under the agreement, ICBC acquired 60 per cent. of Standard Bank Plc from Standard Bank London Holdings for cash on 1 February 2015, resulting in the name change to ICBC Standard Bank Plc.

CORPORATE STRUCTURE

SBG's sole function is to act as the ultimate holding company of the Group. Its revenues, therefore, are derived solely from dividends and loan repayments received from its subsidiaries and associates.

SBG's authorised share capital comprises of the following:

- 2,000,000,000 ordinary shares with a par value of R0.10 each;
- 8,000,000 cumulative, non-redeemable preference shares of R1 each; and
- 1,000,000,000 non-redeemable, non-cumulative, non-participating preference shares of R0.01 each.

As at 31 December 2019, SBG had issued share capital as follows:

- 1,619,709,548 ordinary shares of R0.10 each;
- 8,000,000 cumulative, non-redeemable preference shares of R1 each; and
- 52,982,248 non-redeemable, non-cumulative, non-participating preference shares of R0.01 each.

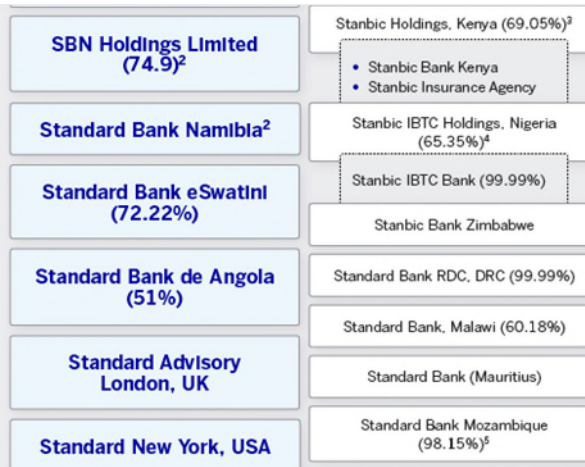
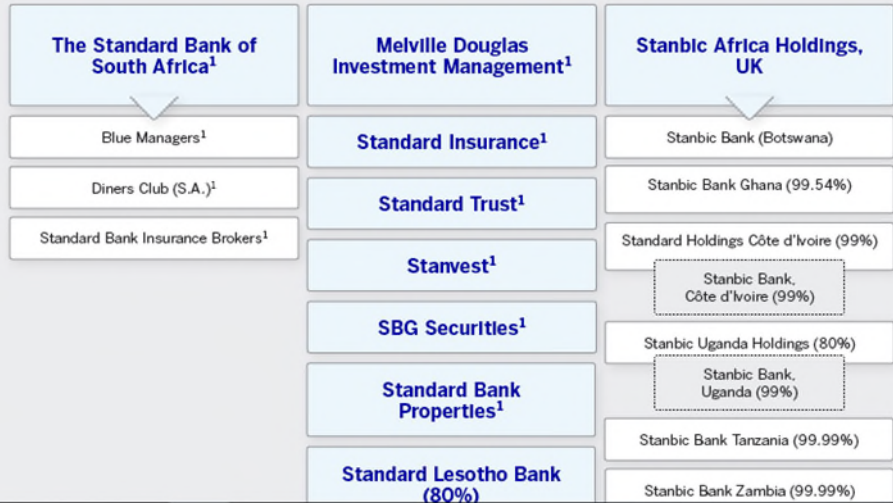
The chart below presents a summary of SBG's corporate structure as at 31 December 2019. For more information, see the SBG 2019 Audited Financial Statements on pages 122 to 135:

Standard Bank Group Limited

The diagram depicts principal subsidiaries only. A full list of the group's subsidiaries and consolidated structured entities is available at the company's registered office. The holding in subsidiaries is 100% unless otherwise indicated.



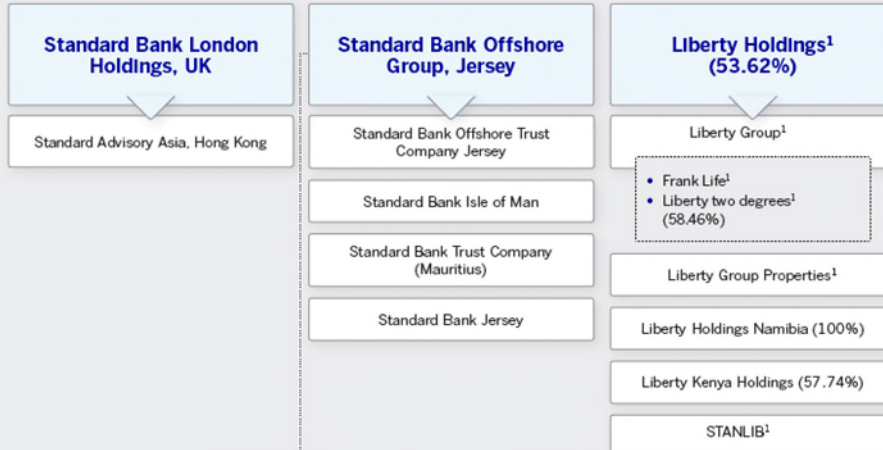
STANDARD BANK GROUP¹



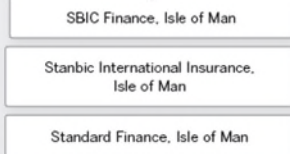
¹ Refer to footnotes on the following page.



STANDARD BANK GROUP¹



Standard Bank Group International, Isle of Man



- STANLIB Asset Management¹
- STANLIB Collective Investments¹
- STANLIB Fund Managers Jersey
- STANLIB Multi-Manager²
- STANLIB Wealth Management¹

1 Incorporated in South Africa.
 2 Following the listing of SBN Holdings Limited on the Namibian Stock Exchange in November 2019, SBG holds a legal shareholding of 74.9% but accounts for 84.47% of SBN Holdings Limited's attributable earnings as it retains control over the empowerment structure until 31 December 2019.
 3 Stanbic Holdings Ghana was incorporated to take transfer of certain financial services operations in Ghana, including Stanlib Ghana, and it is the group's intention, subject to necessary regulatory approvals, for Stanbic Holdings Ghana to hold Stanbic Bank Ghana in due course. Standard Holdings Ghana completed the 100% acquisition of Stanlib Ghana from Liberty Holdings Limited in 2019.
 4 Change in holding from 69.05% to 69.15%.
 5 Change in holding from 65.35% to 65.70%.

The diagram above depicts principal subsidiaries only. A full list of the group's subsidiaries and consolidated structured entities is available at the company's registered office. The holding in subsidiaries is 100% unless otherwise indicated. The holding in subsidiaries is 100% unless otherwise indicated.

As at 31 December 2019, the ten largest shareholders in SBG beneficially held 43.9 per cent. of SBG's ordinary shares. The following table sets out the ten largest shareholders as at 31 December 2019 and 31 December 2018.

	2019		2018	
	Number of shares		Number of shares	
	<i>(million)</i>	<i>% holding</i>	<i>(million)</i>	<i>% holding</i>
Industrial and Commercial Bank of China	325.0	20.1	325.0	20.1
Government Employees Pension Fund (PIC)	215.0	13.3	199.7	12.3
GIC Asset Management	31.3	1.9	21.0	1.3
Allan Gray Balanced Fund	26.2	1.6	29.7	1.8
Alexander Forbes Investments	24.3	1.5	25.8	1.6
Vanguard Total International Stock Index Fund	21.4	1.3	19.4	1.2
Old Mutual Life Assurance Company	20.6	1.3	23.8	1.5
Vanguard Emerging Markets Stock Index Fund	19.3	1.2	22.1	1.4
Government of Norway	14.4	0.9	14.8	0.9
Abu Dhabi Investment Authority	13.2	0.8	7.5	0.5
	710.7	43.9	688.8	42.6

Source: The shareholdings in the table are determined from the share register and investigations conducted on SBG's behalf in terms of section 56 of the Companies Act. 71 of 2008.

STRATEGY

SBG aims to be the leading financial services organisation in, for and across Africa, delivering exceptional client experiences and superior value. SBG expresses its purpose as ‘Africa is our home, we drive her growth’. It is present in 20 African countries, and has a presence in five major international markets (Beijing, Dubai, London, New York and São Paulo). It offers international financial services in Isle of Man, Jersey, and Mauritius. The Group has over 50,000 permanent employees, and SBG has a market capitalisation of R268 billion. Since 2008, it has been in a strategic partnership with ICBC, the world’s largest bank, which owns a 20.1 per cent. share of SBG.

SBG has five strategic value drivers against which it measures progress:

- client focus – consistently excellent client experiences, serving clients’ needs holistically and seamlessly across the Group, delivering relevant and complete digital solutions, and ensuring that employees and processes are outwardly focused on clients as their needs and expectations change;
- employee engagement – employees feel connected with the SBG purpose, are empowered and recognised and have the relevant skills to meet our clients' needs, now and in the future;
- risk and conduct – doing the right business the right way;
- financial outcomes – deliver superior value to shareholders and strive to meet SBG's medium term financial targets; and
- social, economic and environmental impact – make a positive impact toward Africa’s prosperity, economic growth and sustainability.

Its strategy is designed to realise the opportunities presented by Africa’s long-term growth and to ensure that core business activities contribute to inclusive, job creating growth and sustainable value creation in its countries of operation. Since 2017, SBG has made considerable progress in aligning governance, planning, performance assessment and reporting processes to these strategic value drivers. These changes aim to ensure that the Group delivers shareholder value while simultaneously providing excellent client experiences and delivering positive impacts in the communities in which it operates.

SBG’s clients are at the core of its business. Over the past few years the Group has made significant changes to its operating models, improving client focus and delivering a more digitally enabled, integrated offering, able to serve clients’ needs holistically across business areas and geographies. This includes enhancing its capability to use data to gather insights regarding customer behaviours and to deliver services tailored to individual needs. Group-wide integration includes closer collaboration with Liberty and ICBC, to ensure clients are offered a full suite of financial services appropriate to their needs, while also improving internal efficiencies and controlling costs. Another example is that CIB, PBB and Wealth work together to offer solutions not only for the client, but also for their employees, their suppliers and service providers, and their shareholders. In April 2020, SBG launched a 'Digital Innovation Division' in order to accelerate the digitisation of the Group, and to develop and ultimately launch and operate new digital products and services. At the outset, the Digital Innovation Division will contain a small number of significant investments in disruptive digital products and services. This division will rely, to the extent possible, on fully automated processes and will be unhindered by legacy infrastructure. The division is intended to act as an ‘internal disruptor’ and to simultaneously enhance and accelerate existing streams of innovation. Its success will be measured by the number of minimum viable products (“MVPs”) produced, speed of execution from MVP to launch, and the uptake of these new offerings by clients. Although operationally largely independent from the Group, the Digital Innovation Division remains entirely with the Group’s risk appetite and subject to its risk management and compliance systems.

SBG encourages its employees to embrace innovation and continuous improvement. SBG is preparing employees for an increasingly digital business model through organising targeted training programmes in key areas. SBG's Employee Net Promoter Score ("NPS") in 2019 was +18, down from +23 in 2018, following restructuring and associated branch closures in South Africa.

SBG's business in South Africa produces the majority of the capital needed to execute SBG's strategy on the African continent. As SBG's largest business entity, SBSA's balance sheet is an important resource for the Group. SBSA contributed 61 percent of banking headline earnings in 2019 and Africa Regions (African countries other than South Africa) contributed 31 per cent. The top contributors to the Africa Regions' headline earnings were Angola, Ghana, Kenya, Mozambique, Nigeria and Uganda.

The key elements of the Group's strategy are as follows:

Personal & Business Banking

Radically redefine client experiences by understanding and delivering what matters most to clients

PBB aims to provide a single and complete connection with, and a personalised banking service for, every client. It is present in 15 African countries, with a large and diverse customer base. It offers banking and other financial services to individual clients, small and medium enterprises ("SMEs") as well as commercial entities including transactional products, mortgage lending, card products, vehicle and asset finance and lending products.

SBG measures PBB client satisfaction using a net promoter score. NPS indicates how likely a retail client is to recommend Standard Bank for good service. It is calculated by subtracting detractors from promoters. This value can range from -100 if every client is a detractor to +100 if every client is a promoter. Any score above zero means there are more promoters than detractors.

In 2019, PBB South Africa's NPS score was 67, down slightly from 70 in 2018. This decline was largely driven by broad based front line introduction of universal bankers as well as branch closures undertaken across South Africa, to better respond to changing client banking patterns. PBB Africa Regions' NPS score was stable at 25, a high score by the standards of these markets.

As part of its strategy to acquire retail deposit accounts, PBB prices its account products competitively. For example, fee increases for personal customers have been kept below inflation and bundled transactional accounts are offered which provide a number of services for free such as electronic account payments and cash withdrawals at retailer till points. PBB's marketing has also focused on attracting retail transactional customers. In South Africa, PBB offers retail customers an attractive reward system, UCount, which allows customers to earn rewards which may have a financial value greater than their banking fees. In South Africa, the private, business and entrepreneur client segments are growing. In Africa, PBB is growing local currency current accounts, improving efficiency and cost management, and expanding access to digital channels.

SBG has introduced fully digital solutions for transactional banking (internet banking, mobile phone banking via text message, and smartphone banking via the app) in most countries in which it operates, and SBG actively encourages customers to switch from physical to digital channels. Digital services play an important role in expanding financial inclusion. Approximately 1.6 million people across South Africa use SBG's Instant Money product, for example, which enables mobile based banking transactions, without the need for a bank account.

PBB has an extensive physical presence, with 1,114 branches and 8,970 ATMs. It continues to reconfigure and rationalise physical branches in line with growing use of digital platforms and the corresponding decline in branch usage. Branches will remain available to customers requiring personal engagement, but on a reduced scale. While digital solutions yield lower revenue per service, this will be balanced by rationalisation of the branch network over time, and by offering an expanded range of

services using digital platforms. For example, in South Africa, SBG has begun to expand the range of digital services it offers clients seeking to finance or insure a home, providing additional information on neighbourhoods and linking clients to home service providers.

Corporate & Investment Banking

CIB is present in 20 sub-Saharan African countries and serves the banking, finance, trading, transactional, investment and advisory needs of a wide range of multinational companies, local and regional businesses, financial institutions, governments and state-owned enterprises.

It continues to maintain a market-leading position in corporate loans, deposits and trading in South Africa, and a strong market share across Africa Regions. It maintains its competitiveness against intensifying competition through innovation and deep local knowledge.

Organic Growth through client focus and capturing deal flow

CIB focuses on servicing leading multinational corporations with operations in Africa, and large domestic African corporations that conduct business in Africa and offshore through a diversified range of transactional, advisory and lending services, with Global Markets contributing 42 per cent. of headline earnings, Investment Banking 33 per cent. and Transactional Products and Services 25 per cent.

CIB adds value to clients through deep specialisation in Africa's key growth sectors, namely mining and metals, power and infrastructure, oil and gas, consumer goods, financial services, and telecommunications, public sector, and diversified industrials. Its diverse portfolio across clients, geographies, sectors and products strengthens resilience in the face of challenging macroeconomic conditions.

SBG's presence in five key financial centres around the world provides clients with access to international pools of capital, supporting its ability to facilitate growth and development in Africa. SBG is well positioned to drive and facilitate inter-regional trade and investment flows across Africa to assist the economic growth of African countries and the expansion of multinationals into Africa. SBG's strategic partnership with ICBC assists in servicing the needs of clients operating within the China-Africa corridor, which includes a specific focus on developing and supporting renminbi-denominated cross-border capabilities.

CIB has increased its competitiveness in local markets by enhancing its banking offering and strengthening local currency transactional banking capabilities. CIB continuously monitors and adjusts risk appetite to reflect changes in clients' operating environments and is selective in exposures to avoid excessive concentration. During 2019 CIB completed several landmark transactions including funding for multinationals and corporates to support growth in the oil and gas, power and infrastructure, real estate, consumer products, non-banking financial services and telecommunications sectors.

CIB uses a client satisfaction index ("CSI") to measure the extent to which its clients are satisfied with the service CIB provides. It is calculated using weighted scores for different dimensions, from response times to the effectiveness of client relationship managers. CIB's CSI in 2019 was 8.1 a slight increase from 8 in 2018 and 7.8 in 2017. In 2019, CIB achieved overall improvements in the Investment Banking experience and streamlined its credit process, with marginal improvements in Global Markets and Transactional Products and Services in Africa Regions, but continued to experience challenges in online channels and foreign payments, especially in South Africa. The highest CSI ratings were achieved in Botswana, Ghana and Uganda.

The CIB Client Engagement Model provides each client with a Client Service Team, which draws expertise from across SBG. CIB's client relationship managers work closely with clients to develop a complete understanding of their needs and challenges and deliver seamlessly integrated universal financial services solutions.

Wealth

Growing market share in Wealth segment

Wealth, together with Liberty, is an essential part of SBG's strategy to deliver integrated universal financial services to its clients. It provides short-term insurance, life insurance, investments/asset management, fiduciary services, specialised banking and multi-generational wealth preservation solutions for high net worth, retail, business and commercial, and corporate clients. It aims to provide an enhanced client value proposition and drive additional market share in SBG's target markets. SBG measures Wealth client satisfaction using a net promoter score. In 2019, Wealth improved overall NPS to +70, an increase from +68 in 2018.

SBG's Wealth services are available in 16 sub-Saharan African countries, with an international service offering through offices in London, Jersey, Isle of Man and Mauritius.

The Wealth business makes an important contribution to enhancing SBG's return on equity. It has seen continued growth in assets under management and achieved strong fund performance. Melville Douglas, a boutique investment management company within SBG which manages investments on behalf of a range of endowments, charitable trusts, retirement funds, institutional and private client mandates, continues to achieve global funds performance in the top quartile and domestic funds performance in the second quartile.

Life insurance and investment management is primarily provided through Liberty, which has over R738 billion in assets under management as per Liberty's 2019 Financial Statements.

Wealth focuses on client savings and wealth preservation. This informs the development of new products and advisory processes to help clients save and invest more effectively for their long term goals. In 2019, Retail clients invested more than R500 million in tax free investment accounts in South Africa, more than 11,200 staff members of corporate clients participated in financial education sessions organised by Wealth and over 1,000 Group employees participated in internal financial seminars entitled "Financial Fitness Academies". Wealth also launched a Behavioural Science Academy, to train employees on understanding clients' behaviours and needs.

Wealth and Liberty have collaborated to align strategy and targets and are successfully driving collaboration on Short Term Insurance capabilities and a High Net Worth banking solution for targeted customers.

In 2019, Wealth launched "Win Web", a digital platform for international clients, which provides access to client insights and allows Wealth to offer personalised advice. Wealth also launched the "My360" app which offers clients a consolidated view of their net worth across different financial service organisations and geographies.

SBG believes that Africa's insurance industry has strong potential for growth, owing to Africa's young and growing middle class and to large infrastructure and agriculture opportunities. SBG has the largest bancassurance offering in Africa and is a significant collective investment scheme and pension fund administrator in Nigeria. Its award-winning Online Share Trading platform enables it to be a key player in the South African share trading market.

COMPETITIVE STRENGTHS

Market position in key products

SBSA is the largest bank in South Africa (measured by assets) as at 31 December 2019 with a significant market share across a range of retail, commercial and investment banking products. For more information,

see "*Description of The Standard Bank of South Africa Limited – Competitive Strengths – Market position in key products*" on page [184].

A universal financial services group with diverse revenue sources

As a universal bank, SBG is able to generate revenue from diverse sources including net interest income from its lending portfolio, fees and trading revenue from corporate advisory services, foreign exchange and derivatives, stock and bond trading, brokerage reserve and transactional services. It is well capitalised, with access to diverse and sophisticated liquidity sources for senior funding and capital requirements.

Loan portfolio performance

SBG's gross loans and advances to customers increased by 6 per cent. for the year ended 31 December 2019, compared to the previous year, of which PBB's advances to customers increased by 6 per cent. and CIB's advances to customers increased by 7 per cent. SBG's total loan portfolio to customers was R1,111 billion as at 31 December 2019, compared to R1,046 billion as at 31 December 2018. The Group's credit loss ratio for 2019 was 68 basis points, slightly beating its credit loss ratio target range of 70 to 100 basis points.

Experienced management team

SBG operates within strong corporate governance and assessment frameworks, and within a sophisticated, Basel III compliant regulatory framework. Its senior management has experience both at SBG and at other institutions throughout the banking industry. SBG's position in the market has allowed it to attract top managers from across the industry, both domestically and abroad. Managers are dedicated to the goals of the institution. A compensation structure that includes both short and long-term incentive plans assists in retaining key managers and leads to continuity in business operations.

Strategic partnership with the world's largest bank

SBG's strategic partnership with ICBC, the world's largest bank places it in a strong position to facilitate trade and investment in the Africa-China corridor, while simultaneously offering access to opportunities in one of the fastest growing emerging market economies. SBG and ICBC have worked together over the past decade to support and deepen the economic links between Africa and China, including through the provision of joint funding of major infrastructure projects, and renminbi internationalisation.

BUSINESS OF SBG

Introduction

SBG is an African-focused financial services group which provides integrated solutions to a diverse range of domestic and international clients.

SBG's banking operation's principal business units are Personal & Business Banking, Corporate & Investment Banking and Wealth. A central support area, Central and other, provides support functions to the three principal divisions, as well as advisory services. Other banking interests is the Group's equity investments in ICBCS and ICBC Argentina. Liberty makes up the final pillar in the Group structure.

As at 31 December 2019, SBG's total assets amounted to R2,275,589 million (compared to R2,126,962 million as at 31 December 2018), an increase of 7 per cent. For the year ended 31 December 2019, SBG's profit for the year attributable to ordinary shareholders decreased by 7 per cent. to R25,443 million from R27,453 million for the year ended 31 December 2018.

For the year ended 31 December 2019, the Group delivered sustainable earnings growth and improved returns. The Group's performance was underpinned by the strength and breadth of its client franchise. Group headline earnings grew 1 per cent. to R28,207 million (compared to R27,865 million in 2018) and

ROE decreased to 16.8 per cent., from 18.0 per cent. for the year ended 31 December 2018. The Group's capital position increased, with a common equity tier 1 ("CET1") ratio of 14.0 per cent. Banking activities headline earnings grew 5 per cent., to R27,216 million (compared to R25,847 million in 2018) and ROE decreased to 18.1 per cent., from 18.8 per cent., in 31 December 2018. Non-interest revenue ("NIR") continued to record good growth, driven by retail banking. Net interest income ("NII") growth was subdued, and credit impairment charges were higher, as a result of the growth in loan balances.

The following table shows selected financial information and ratios for SBG as at, and for the years ended, 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
Income statement		
Total income (Rm)	134,034	127,053
Headline earnings (Rm)	28,207	27,865
Profit for the year attributable to ordinary shareholders (Rm)	25,443	27,453
Statement of financial position		
Gross loans and advances (Rm)	1,216,346	1,156,232
Total assets (Rm)	2,275,589	2,126,962
Total liabilities (Rm)	2,066,105	1,927,899
Financial performance		
Banking activities	46,928	44,193
Stage 3 credit impairment charge (Rm)	7,437	8,020
Stage 1 & 2 ² credit impairment charge (Rm)	639	(1,809)
Credit loss ratio (%)	0.68	0.56
Non-performing exposure ratio (%)	3.86	3.83
Return on equity (%)	18.1	18.8
Loans-to-deposit ratio (%)	81.7	81.6
**Cost-to-income ratio (%)	56.4	57.0

¹ Stage 3: SBG uses a 25-point master rating scale to quantify the credit risk for each borrower (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures which are in default are not considered in the 1 to 25-point master rating scale.

² Stage 1: SBG uses a 25-point master rating scale to quantify the credit risk for each borrower (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures within Stage 1 and 2 are rated between 1 to 25 in terms of SBG's master rating scale.

The following table shows selected performance indicators of the business lines which comprise the Group's banking activities' segment as at, and for the years ended, 31 December 2019 and 31 December 2018:

	Personal & Business Banking*		Corporate & Investment Banking*		Central and other*	
	31 December		31 December		31 December	
	2019	2018	2019	2018	2019	2018
	<i>(Rm)</i>		<i>(Rm)</i>		<i>(Rm)</i>	
Total assets	804,360	766,796	1,066,107	971,269	(33,815)	(33,730)
Profit for the year attributable to ordinary shareholders	16,575	15,530	11,613	10,925	(1,139)	(881)
Headline earnings	16,510	15,539	11,795	11,202	(1,089)	(894)

The following table shows the contribution of the different business lines within SBG as at, and for the years ended 31 December 2019 and 31 December 2018:

	Banking activities*		Other banking interests		Liberty ²		SBG Total	
	31 December		31 December		31 December		31 December	
	2019	2018	2019	2018	2019	2018	2019	2018
	<i>(Rm)</i>		<i>(Rm)</i>		<i>(Rm)</i>		<i>(Rm)</i>	
Total assets	1,836,652	1,704,335	3,841	7,852	435,096	414,775	2,275,589	2,126,962
Profit for the year attributable to ordinary shareholders	27,049	25,574	(3,282)	418	1,676	1,461	25,443	27,453
Headline earnings	27,216	25,847	(864)	418	1,855	1,600	28,207	27,865

²Includes adjustments on consolidation of Liberty into the Group.

Personal & Business Banking

The PBB business line services individual customers, SMEs and commercial banking customers in South Africa, Africa Regions and Wealth International. At 31 December 2019, it operated 1,114 branches and loan centres and 8,970 ATMs and Automated Notes Acceptors across South Africa and Africa Regions. It also provides mobile phone and internet banking services which are an important part of providing convenient access to an integrated financial solutions.

PBB provides a variety of products and services, including in particular, mortgage lending, vehicle and asset finance, transactional products, lending products and card products to individuals, small and medium-sized businesses and commercial banking customers, as well as wealth and bancassurance products. For the year ended 31 December 2019, PBB recorded profit for the year attributable to ordinary shareholders of R16,575 million, an increase of 7 per cent. compared to the year ended 31 December 2018.

PBB's headline earnings increased by 6 per cent. to R16.5 billion for the year ended 31 December 2019 (compared to R15.5 billion for the year ended 31 December 2018), supported by continued balance sheet and customer franchise growth. Total income amounted to R73.1 billion for the year ended 31 December 2019 compared to R69.4 billion in 2018. Credit impairment charges increased by 17 per cent. to R6.4 billion and the credit loss ratio was 89 basis points, as at and for the year ended 31 December 2019, compared to, respectively, R5.4 billion and a credit loss ratio of 81 basis points as at and for the year ended 31 December 2018. Costs were well managed resulting in an improved costs-to-income ratio of 59.2 per cent. from 60.4 per cent in 2018. ROE improved to 22.4 per cent. from 21.9 per cent. in 2018. NPS in South Africa was 67, and in Africa Regions was 25. Its Employee NPS was +16.

PBB has implemented a decentralised operating model with well-trained client-facing teams. Focused improvements in client service have stabilised its client base in South Africa and improved active client numbers in Africa Regions. Digital functionality and systems stability in Africa Regions have improved, as has the risk and control environment, especially in the Africa Regions. A comprehensive modernisation of the core banking system in South Africa has been completed, and process and system automation is ongoing to improve client service and to deliver complete solutions for clients, employees and third parties. Clients continued to migrate to alternative and more convenient digital channels. In response to this change in banking patterns, PBB elected to close 101 branches in South Africa.

Net interest income ("**NI**") of R44,116 million for the year ended 31 December 2019 constituted 60.4 per cent. of the PBB's total income (compared to R41,650 million and 60.0 per cent. for the year ended 31 December 2018), largely due to balance sheet growth coupled with a favourable change in product mix and marginally higher average interest rates in South Africa, alongside favourable endowment benefit in the offshore business, offset by negative endowment impact due to lower average interest rates in Africa Regions. Non-interest revenue ("**NI**R") for the year ended 31 December 2019 amounted to R28,984 million, an increase of 4 per cent. on the year ended 31 December 2018, largely attributed to higher digital transactional volumes, offset by the continued decline in traditional channel volumes and the imposition of regulatory fee caps within several countries in the Africa Regions.

Credit impairment charges for the year ended 31 December 2019 amounted to R6,360 million, an increase of 17 per cent. compared to R5,440 million for the year ended 31 December 2018, attributed to strong asset growth, along with increased defaults in certain portfolios related to the challenging economic climate in South Africa and Africa Regions.

Total operating expenses for the year ended 31 December 2019 amounted to R43,243 million, an increase of 3.2 per cent., compared to R41,906 million for the year ended 31 December 2018. This subdued growth was delivered through prudent cost management despite the significant restructuring activity which resulted in an improved costs- to-income ratio of 59.2 per cent. and positive jaws of 210 basis points compared to 60.4 per cent and negative jaws of 230 basis points respectively in 2018.

The following table presents a summary of PBB's main performance indicators for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018*
	<i>(Rm)</i>	
Net interest income	44,116	41,650
**Non-interest revenue	28,984	27,777
Income from banking activities	73,100	69,427
Credit impairment charges	(6,360)	(5,440)
Net income before operating expenses	66,740	63,987
Operating expenses in banking activities	(43,243)	(41,906)
Staff costs	(15,043)	(14,533)
**Other operating expenses	(28,200)	(27,373)
Net income before capital items and equity accounted earnings	23,497	22,081
Share of profits from associates and joint ventures	325	325
Non-trading and capital related items	(69)	(22)
Net income before indirect taxation	23,753	22,384
Indirect taxation	(606)	(641)
Profit before direct taxation	23,147	21,743
Direct taxation	(5,802)	(5,530)
Attributable to non-controlling interest	(610)	(542)
Attributable to other equity instrument holders	(160)	(141)
Profit for the year attributable to ordinary shareholders	16,575	15,530
Headline earnings	16,510	15,539
Gross loans and advances	737,655	701,237
Total assets	804,360	766,796
Total liabilities	724,782	689,771

The following table presents selected ratios for PBB for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
	(%)	
Credit loss ratio	0.89	0.81
Non-performing exposures ratio	5.2	4.9

The following table presents the non-performing loan ratios for PBB products for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
	(%)	
Stage 3 exposure ratios:		
Mortgage loans	5.7	5.1
Vehicle and asset finance	4.5	3.9
Card debtors	4.3	5.6
Other loans and advances	4.9	4.9

Mortgage loans

Mortgage lending provides residential accommodation loans mainly to personal market customers. Gross mortgage loans increased by 4 per cent. for the year ended 31 December 2019 to R378,003 million compared to R362,006 million for the year ended 31 December 2018, constituting 55.1 per cent. of loans and advances by the PBB business unit compared to 55.7 per cent. for the year ended 31 December 2018. Improved performance within the mortgage loans portfolio resulted in a decrease in the credit loss ratio to 25 basis points for the year ended 31 December 2019 compared to 27 basis points for the year ended 31 December 2018, whilst credit impairment charges amounted to R923 million for the year ended 31 December 2019 compared to R940 million for the year ended 31 December 2018. For the financial year ended 31 December 2019, R21,670 million of gross mortgage loans (5.7 per cent. of gross mortgage loans) were impaired (compared to R18,417 million and 5.1 per cent. of gross mortgage loans for the financial year ended 31 December 2018).

Vehicle and asset finance

Vehicle and asset finance provides finance to retail market customers. It finances vehicles and equipment in the business and corporate assets market, and provides fleet solutions. As at 31 December 2019, gross loans and advances in vehicle and asset finance amounted to R94,833 million compared to R89,410 million as at 31 December 2018, an increase of 6 per cent. The credit loss ratio for vehicle and asset finance increased to 106 basis point for the year ended 31 December 2019 from 94 basis point for the year ended 31 December 2018 mainly due to the challenging economic climate in South Africa.

Card debtors

Card products provides credit card facilities to individuals and businesses (credit card issuing) and merchant transaction acquiring services (merchant solutions). The credit card product has been an important aspect of PBB's strategic focus on the emerging middle-class consumer segment in South Africa and Africa Regions. PBB has developed sophisticated origination methods using internal and external data, to identify existing and potential customers, with suitable risk profiles, for credit extension. For the year ended 31 December 2019, credit card debtors increased by 4 per cent. to R34,612 million

compared to R33,216 million for the year ended 31 December 2018. The credit loss ratio for gross card debtors increased to 297 basis point as at 31 December 2019 from 293 basis point as at 31 December 2018.

Transactional products

Transactional products provide a comprehensive suite of transactional, savings, investment, trade, foreign exchange, payment and liquidity management solutions which are made accessible through a range of physical and electronic channels such as ATMs, internet banking, mobile banking, telephone banking and branches.

Lending products

Lending products offers lending products to retail, commercial and business markets. The commercial and business markets lending offerings constitute a comprehensive suite of lending products, structured working capital finance solutions, commercial property finance solutions and trade finance.

Wealth (including bancassurance) products

The Wealth offering includes short and long-term insurance products, comprising simple products (such as homeowners' insurance, funeral cover, household contents insurance, vehicle insurance, accident and health insurance, as well as loan protection plans which are sold in conjunction with related banking products) and complex insurance products (such as life, disability and investment policies, which are sold by qualified intermediaries). The financial solutions offered include financial planning and modelling, integrated fiduciary services (including will drafting, custody services, trust and estate administration) and other banking, wealth management, investment and advisory services solutions which are tailored to private high net worth individuals to meet their domestic and international needs.

Corporate & Investment Banking

The CIB business line comprises of four main product groupings, namely: Global Markets, Transactional Products and Services, Investment Banking, and Client Coverage.

Corporate & Investment Banking offers a wide range of corporate and investment banking services including global markets, banking and trade finance, investment banking and advisory services. This business line's clients include governments, parastatals, larger corporates, financial institutions and multinational corporates.

In 2019, CIB generated R39 billion in total income, R11,795 million in headline earnings and achieved an ROE of 18.1 per cent. Its cost to income ratio was 53.7 per cent., and credit loss ratio of 32 basis points. It reported 6 per cent. NII growth and 3 per cent. increase in NIR supported by strong balance sheet growth and higher client activities respectively in South Africa and Africa Regions.

CIB's profit for the year attributable to ordinary shareholders increased by 6.3 per cent. from R10,925 million for the year ended 31 December 2018 to R11,613 million for the year ended 31 December 2019. Sustained client revenue growth in 2019 was driven by strong growth in both average assets and liabilities in Africa Regions and South Africa. Gains from increased market volatility, accelerated growth in prime brokerage business and credit-linked note issuances further assisted revenue. Credit impairment charges increased to R1,590 million, a 52 per cent. increase from R1,049 million for the year ended 31 December 2018. The increase in credit impairment charges was largely due to a decrease in risk quality of the corporate portfolio in South Africa and impairment pressures in the Africa Region. Credit loss ratio increased to 32 basis points in 2019 from 16 basis points in 2018. A focus on cost management resulted in cost growth to 3.3 per cent. which led to an improved cost-to-income ratio of 53.7 per cent. and positive jaws of 128 basis points in 2019, compared to 54.4 per cent. and negative jaws of 489 basis points in 2018 respectively.

The value of CIB's total gross loans and advances amounted to R533,348 million as at 31 December 2019 compared to R510,683 million as at 31 December 2018, which represents 43.8 per cent. of SBG's total gross loans and advances as at 31 December 2019 compared to 44.2 per cent. as at 31 December 2018.

Global Markets

Global Markets comprises trading and risk management solutions across financial markets, including foreign exchange, money markets, interest rates, equities, credit and commodities.

Transactional Products and Services

Transactional products and services comprise a comprehensive suite of cash management, international trade finance, working capital and investor services solutions.

Investment Banking

Investment banking comprises a full suite of advisory and financing solutions, from term lending to structured and specialised products across equity and debt capital markets.

Client Coverage

Client Coverage provides in-depth sector expertise to develop relevant client solutions and foster client relationships.

The table below presents a summary of the CIB division's main performance indicators for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
	<i>(Rm)</i>	
Net interest income	20,329	19,191
Non-interest revenue	18,736	18,162
Income from banking activities	39,065	37,353
Credit impairment charges	(1,590)	(1,049)
Net income before operating expenses	37,475	36,304
Operating expenses in banking activities	(20,985)	(20,315)
Staff costs	(7,001)	(6,981)
Other operating expenses	(13,984)	(13,334)
Net income before capital items and equity accounted earnings	16,490	15,989
Share of profits from associates and joint ventures	2	102
Non-trading and capital related items	(189)	(385)
Net income before indirect taxation	16,303	15,706
Indirect taxation	(318)	(284)
Profit before direct taxation	15,985	15,422
Direct taxation	(2,285)	(2,249)
Attributable to non-controlling interest	(1,858)	(2,104)
Attributable to other equity instrument holders	(229)	(144)
Profit for the year attributable to ordinary shareholders	11,613	10,925
Headline earnings	11,795	11,202
Gross loans and advances	533,348	510,683
Total assets	1,066,107	971,269
Total liabilities	991,954	903,066

The following table presents selected ratios for CIB for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
	(%)	
Credit loss ratio	0.32	0.16
Non-performing exposures ratio	1.5	1.9

The following table presents selected financial information for CIB's products for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
Stage 3 exposures ratios (%):		
Corporate and sovereign lending	1.9	2.4
Bank lending	0	0
Credit loss ratios (%):		
Corporate and sovereign lending	0.40	0.21
Bank lending	0.05	-0.02
Gross loans and advances (Rm):		
Corporate and sovereign lending	425,427	398,691
Bank lending	107,921	111,992

Central and other

This segment includes costs associated with corporate functions, as well as the Group's treasury and capital requirements, and central hedging activities. In 2019, the segment recorded negative headline earnings of R1,089 million, 22 per cent. more than the prior year's negative headline earnings of R894 million.

Principal sources of SBG revenue

The table below presents the Group's sources of income for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
	(Rm)	
Net interest income	62,919	59,505
Non-interest revenue	47,542	45,826
**Net fee and commission revenue	30,622	30,375
Trading revenue	12,075	10,799
Other revenue	4,089	3,863
Other gains and losses on financial instruments ¹	756	789
Total income from banking activities	110,461	105,331

¹ For further information on Other gains and losses on financial instruments, refer to page 70 of the SBG Annual Report.

Principal Subsidiaries

South Africa

SBSA is both a strong domestic bank, which leverages the advantages of its size and scope, and a cross-border bank, fully integrated with the rest of the Group. For more information on SBSA, see "*Description of The Standard Bank of South Africa Limited - Overview*".

Africa Regions

SBG holds its Africa Regions investments, either directly, in the case of its Common Monetary Area-based subsidiaries and Stanbic Bank de Angola, or indirectly via Stanbic Africa Holdings UK ("SAHL"), a wholly-owned subsidiary of SBG. SAHL is as an intermediate holding company of the Group's Africa Regions investments. The Group manages its subsidiaries, across all geographies, on a legal entity basis in compliance with host country regulatory requirements. The businesses are structured along the Group's business unit basis (being PBB, CIB and Liberty) and as such SAHL acts merely as an investment holding company. The strategy of SAHL's underlying investee companies follows the Group strategy, as would the strategy of the Africa Regions subsidiaries which are held directly by SBG. The growth of SAHL depends solely upon the growth of the Net Asset Value of each of its underlying investments, and its main source of income is dividends from subsidiaries. SBG, through SAHL, will ensure that its subsidiaries are adequately capitalised to meet the requirements of home and host regulators.

Five of SBG's Africa Regions subsidiaries are themselves listed entities: Stanbic Holdings Plc in Kenya, Stanbic IBTC Holdings PLC in Nigeria, Standard Bank (Malawi) Limited, Standard Bank Namibia Holdings Limited (listed on Namibia stock exchange on 15 November 2019) and Stanbic Bank Uganda. In 2019 SAHL increased its shareholding in Stanbic Holdings Plc (Kenya) to 69.15 per cent. from 69.05 per cent., while its shareholding in Stanbic IBTC Holdings PLC increased from 65.35 per cent. to 65.70 per cent. In November 2019, Standard Bank Namibia Holdings Limited's listing on the Namibia Stock Exchange resulted in SBG's shareholding decreasing from 100 per cent. to 84.5 per cent. SBG will continue to look for opportunities to deploy available capital, by increasing shareholdings in its Africa Regions subsidiaries, either directly or via SAHL, as appropriate.

In 2019, Africa Regions contributed 31 per cent. of SBG's headline earnings from banking activities compared to 31 per cent. in 2018 and 17 per cent. of SBG's total loans and advances compared to 17 per cent. in 2018.

The table below presents a summary of the main performance indicators of the legal entities within the Africa Regions for the years ended 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
	<i>(Rm)</i>	
Net interest income	19,277	18,028
Non-interest revenue	15,792	14,028
Total income	35,069	32,056
Credit impairment charges	(2,187)	(891)
Net income after credit impairment charges	32,882	31,165
Operating expenses	(18,179)	(16,879)
Staff costs	(8,824)	(8,428)
Other operating expenses	(9,355)	(8,451)
Net income before capital items and equity accounted earnings	14,703	14,286
Share of profits from associates and joint ventures	4	3
Non-trading and capital related items	190	5
Net income before indirect taxation	14,897	14,294
Indirect taxation	(607)	(570)
Profit before direct taxation	14,290	13,724
Direct taxation	(3,267)	(3,059)
Attributable to non-controlling interest	(2,524)	(2,639)
Profit for the year attributable to ordinary shareholders	8,499	8,026
Headline earnings	8,420	8,025
Net loans and advances	197,484	189,507
Total assets	349,473	348,179
Total liabilities	297,824	301,483

The following table presents select performance indicators of the Africa Regions, on a geographical basis, for the years ended 31 December 2019 and 31 December 2018:

	East Africa		South & Central Africa		West Africa		Africa Regions legal entities	
	31 December		31 December		31 December		31 December	
	2019	2018	2019	2018	2019	2018	2019	2018
	<i>(Rm)</i>		<i>(Rm)</i>		<i>(Rm)</i>		<i>(Rm)</i>	
Profit for the year attributable to ordinary shareholders	1,562	1,228	3,657	3,864	3,280	2,934	8,499	8,026
Headline earnings	1,561	1,228	3,579	3,858	3,280	2,939	8,420	8,025
ROE – invested equity (%)	17.0	17.2	20.7	24.7	23.1	27.5	20.7	24.0
ROE – equity calculated on SARB rules (%)	17.0	17.3	18.9	21.1	26.3	29.8	20.8	22.8

The top six contributors to Africa Regions' headline earnings were Angola, Ghana, Kenya, Mozambique, Nigeria and Uganda.

Recent Developments in the Africa Regions

A number of regulatory developments and changes have recently occurred in the Africa Regions, including:

- Increased regulatory capital requirements were introduced by central banks in the DRC, Mozambique, Zambia and Zimbabwe. In the DRC, Minimum Tier 1 requirements were planned to increase from USD 30m to USD 50m in December 2020. Due to the COVID-19 pandemic, implementation of the increases has been postponed to January 2022.
- Draft Regulations were issued in Nigeria introducing capital requirements for CET 1 and Tier 1 of 7 per cent. and 7.5 per cent. respectively, including a minimum leverage ratio of 4 per cent. and capital conservation buffer of 1 per cent..
- In Mozambique, minimum CAR is set to increase to 12 per cent. in June 2020. The central bank also increased mandatory reserves in foreign currency from 21 per cent. to 36 per cent. impacting funding.
- The central bank in Nigeria further decided to increase the minimum loan to deposit (LDR) to 60 per cent. in 2019 and to 65 per cent. in January 2020. An incentive which assigns a weight of 150 per cent. in respect of lending to SMEs, Retail, Mortgage and Consumer Lending was also introduced while failure to achieve the target attracts a levy of additional Cash Reserve Requirement (CRR) of 50 per cent. of the lending shortfall of the target LDR.
- The minimum Tier 1 capital requirements for the banking sector were revised to USD 30m effective December 2020 in Zimbabwe.
- Approximately 15 per cent. of regulatory updates in Africa Regions related to financial markets and predominantly originated in Nigeria. This may have been driven by the incidents and breaches noted in the prior year resulting in a surge of amendments to existing regulations. The Securities and Exchange Commission in furtherance of its investor protection and market development mandate to forestall, reduce and eventually eliminate the incidence of unclaimed dividends and to ensure that investors timeously receive the benefits accruing to their investments, introduced further information to be captured in respect of new clients. Information provided should be validated against the Nigerian Interbank Settlement Systems Limited BVN validation portal. No trade/transaction may be affected on any client/investor account without updated and validated KYC information.
- Further to the implementation of the Finance Act 2019, Dealing Members in Nigeria were required to note that as of January 2020, Value Added Tax (VAT) charged on commissions applicable to capital market transactions would increase from 5 per cent. to 7.5 per cent. Dealing Members is defined in the Nigerian Stock Exchange Rules as a member company of the Nigerian Stock Exchange that has been granted a licence by the Nigerian Stock Exchange to deal in stocks, shares and other securities listed on the Nigerian Stock Exchange. As a result of the implementation of the Finance Act 2019, Dealing Members are required to engage their software vendors for the amendment of their systems to reflect the increase in the VAT rate, and communicate to their clients. The Finance Act 2019 also seeks to promote fiscal equity by mitigating regressive taxation, reform domestic tax laws, introduce tax incentives for investment in infrastructure and support small businesses.
- In Botswana, banks have been required to obtain separate licensing for non-banking activities in terms of the Securities Act 2014. Banks without the requisite license have had to suspend all activities that relate to the non-banking activities until guided further by the Non-Bank Financial Institutions Regulatory Authority (NBFIRA). Extensions to submit applications for licencing were made to NBFIRA, with industry discussions currently ongoing.

- Mozambique placed restrictions on foreign exchange trade and swaps. Further to Article 3 of Mozambique Notice 5/GBM/2019, (A) in connection with the purchase and sale of foreign currency, (i) the use of forward foreign exchange rates, and (ii) provisioning of accounts in foreign currency by conversion of funds arising from accounts denominated in the national currency, are each prohibited, and (B) the purchase and sale of foreign currency may only occur by applying the spot foreign exchange rate that is applicable at the moment of conversion.
- Consumer protection also continued to receive renewed regulatory attention, with the interrogation of banking fees structures. Angola introduced a 40 per cent. reduction in foreign currency withdrawal fees, card-based fees and commissions which impacted trading revenues commissions and revenue lines. Further fee reductions or moratoriums were noted in Eswatini (18 months moratorium on bank charges, commissions and other non-interest fee increases); with regulatory approval required in Zambia to review product pricing.
- Several foreign exchange and exchange control updates were noted towards the end of the year, particularly in Angola, solidifying the intent to participate in cross-border trade and investments. The regulations primarily focus on (1) the rules and procedures applicable to the foreign exchange operations of the import and export of goods, and (2) the process for the formation of the primary markets and foreign exchange rates, that must be carried out by banking financial institutions, and the reporting thereof.

Other Banking Interests

Other Banking Interests recorded headline losses of R864 million. ICBCS recorded a loss of US\$248 million for the year mainly due a single client loss of \$198 million, coupled with restructuring costs and operating losses related to business operations of \$50 million. The Group's 40 per cent. share thereof equated to R1,447 million. ICBC and the Group, as shareholders, have had robust discussions and made meaningful progress with ICBCS management, with regards to how best to put the business on a path to sustainable profitability.

ICBC Argentina delivered a strong performance, the headline earnings contribution from the group's 20 per cent. stake in ICBC Argentina increased 18 per cent. to R583 million. In September 2019, ICBC Argentina was reclassified as a non-current asset held for sale and therefore no longer equity accounted.

Liberty Holdings Limited ("Liberty")

Overview

Liberty is the holding company of various operating subsidiaries engaged in the provision of financial services, including long-term and short-term insurance, investment, asset management and health services. These financial services are primarily undertaken in South Africa, with various levels of services being provided in other African countries. Liberty Holdings Limited ("LHL") is incorporated in the Republic of South Africa and is a public company listed on the JSE. Liberty Kenya Holdings PLC is a subsidiary which is listed on the Nairobi Stock Exchange in Kenya. Another of the group's subsidiaries, Liberty Two Degrees, a Real Estate Investment Trust (REIT), listed on the Main Board of the JSE as a Corporate REIT on 1 November 2018 (previously listed on the Diversified REIT Sector).

Strategy

As part of a strategy refresh exercise conducted during 2018, various cash-generating units were identified as either sub-scale or no longer applicable to Liberty's revised strategy. These cash-generating units were classified as disposal groups held for sale in 2018. The majority of these have now either been sold or are under agreements of sale subject to various conditions precedent being completed. One disposal group, namely the Group's health solutions operations is not under an agreement of sale, however, negotiations with prospective purchasers are ongoing. Management, supported by the board,

continue to classify the health solutions disposal group as held for sale. Based on the requirements of IFRS 5 Non-current Assets Held for Sale and Discontinued Operations, the assets and liabilities have been disclosed as disposal groups and are separately disclosed on the statement of financial position. The disposal groups are measured at the lower of carrying amount and fair value less costs to sell, which lead to various impairments. More detail on these disposal groups classified as held for sale is provided in Note 25 of the Liberty Holdings Limited 2019 Annual Financial Statements.

As at 31 December 2019, the ten largest shareholders in Liberty beneficially held 75.35 per cent. of LHL's ordinary shares. The following table sets out the ten largest shareholders as at 31 December 2019 and 31 December 2018:

	2019	2018
	% holding	% holding
Standard Bank Group Limited	53.62 %	53.62 %
Government Employees Pension Fund (PIC)	5.38 %	4.84 %
Citiclient Nominees NO 8 NY GW	3.78 %	
Liberty Group Limited #2	3.41 %	
BNYM AS AGT/CLTS BTG NON	1.90 %	
Lexshell Investments Pty Ltd	1.80 %	4.70 %
State Street Bank And Trust	1.63 %	
Liberty Group Restricted Share Trust	1.48 %	
JPMC-Vanguard BBH Lending Account	1.31 %	
SSBTC Clietn Omni Non Lux OM01	1.04 %	
Visio Capital Management		3.01 %
Dimensional Fund Advisors		2.38 %
Coronation Asset Management		1.99 %
BlackRock Inc		1.90 %
Arcadian Asset Management		1.84 %
The Vanguard Group Inc		1.63 %
Liberty Holdings		1.52 %
	75.35 %	77.43 %

Key financial information and ratios

The financial results reported are the consolidated results of the Group's 56 per cent. investment in Liberty, adjusted for SBG shares held by Liberty for the benefit of Liberty policyholders which are deemed to be treasury shares in the group's consolidated accounts.

Liberty's operating earnings for the year ended 31 December 2019 increased by 10 per cent. compared to the prior year, driven by strong performances in STANLIB (South African Asset Management) and Africa Regions. The SIP earnings benefited from improved investment market returns, particularly in respect of foreign and local equities. SBG continues to support Liberty as it executes its remedial and recovery plan and by continuing to deepen the collaboration between its businesses. Liberty's IFRS headline earnings, after the adjustments for the impact of the Black Economic Empowerment entities' preference share income (profit or losses made on shares held within the Group which relate to Group entities, must be excluded per IAS 32) and the Liberty Two Degrees ("L2D") listed Real Estate Investment Trust accounting mismatch (an accounting mismatch arises on the consolidation of L2D in the group annual financial statements, resulting from the different measurement bases applied to L2D's assets (fair value) versus Liberty Group Limited's policyholder liabilities (measured at the listed price of L2D shares)), increased to R3.3 billion from R2.6 billion in the prior year.

Headline earnings attributable to SBG, adjusted by R8 million for the impact of deemed treasury shares, were R1,855 million, 16 per cent. higher than in the prior year.

The tables below present a summary of the Liberty main performance indicators for the years ended 31 December 2019 and 31 December 2018:

Headline earnings per key business areas:

	31 December	
	2019	2018
	<i>(Rm)</i>	
South African Insurance operations	1,986	1,954
SA Retail (previously Individual Arrangements)	1,505	1,544
Liberty Corporate	85	34
LibFin Markets	396	376
South Africa Asset Management - STANLIB	460	355
Africa regions	54	8
Operations under ownership review	(147)	(166)
Central cost and sundry income	(152)	(145)
Normalised operating earnings	2,201	2,006
Shareholder Investment Portfolio (SIP)	1004	250
Normalised headline earnings	3,205	2,256
BEE preference shares income	(6)	(8)
Accounting profit and loss mismatch arising on consolidation of Liberty Two Degrees	55	397
IFRS headline earnings	3,254	2,645

Assets under management:

	31 December	
	2019	2018
	<i>(Rm)</i>	
Managed by group business units	709	682
STANLIB South Africa	568	529
STANLIB Africa	28	51
Remaining operations	18	19
Operations under ownership review	10	32
LibFin Markets	70	65
Other internal managers	43	37
Externally managed	29	36
Total assets under management	738	718
Continuing operations	728	686
Operations under ownership review	10	32

Governance, regulatory supervision and compliance

Governance approach

Liberty's governance structures and processes provide for sound and prudent management and oversight of the Group's businesses in the interests of customers, shareholders and other stakeholders. The structures and processes support and enhance the ability of those responsible for the governance of Liberty (the board, senior management and heads of key functions) to manage Liberty's businesses effectively.

Liberty Compliance

During 2019, Liberty was compliant in all material respects with the requirements of the Companies Act No. 71 of 2008, the applicable Companies Act Regulations, the Financial Stability Board board notice 158 of 2014 “Governance and Risk Management Framework for Insurers” and the Listings Requirements of the JSE Limited. Complying with all applicable legislation, regulations, standards and codes is integral to the group’s culture and imperative to achieving our strategy. The board delegates responsibility for compliance to management and monitors this through the compliance control function. The compliance management committee assesses the impact of proposed legislation and regulation. Any other material regulatory issues are escalated to the group control and risk oversight committee and thereafter the group risk committee. During 2019, no material breaches were identified that require separate disclosure.

Capital adequacy risk

The new Insurance Act No. 18 of 2017 was effective from the 1 July 2018. The Solvency Assessment and Management ("SAM") regime is similar in many respects to the Solvency II Directive that was agreed by the European Parliament in 2009. The primary purpose of SAM is the protection of policyholders and beneficiaries.

The regulatory capital requirements at group level have been calculated based on the group supervision rules specified by the SAM regime. These include:

- For South Africa life insurance entities, the assessment of capital is on a SAM supervisory basis as prescribed by the Prudential Authority. This will apply to Liberty Group Limited, the Group’s main long-term insurance licence;
- For other South Africa regulated entities, regulatory capital requirements continue to follow rules defined by their appropriate regulator; and
- For non-South Africa insurance entities, these entities’ capital requirement will be assessed on a SAM supervisory basis or via equivalent risk-based regimes.

The Group remains well capitalised in respect of the new prudential regulatory regime, which became effective from 1 July 2018.

Headline earnings and net asset value of SBG, by key legal entity

Headline earnings

	31 December	
	2019	2018
	<i>(Rm)</i>	
SBSA Group as consolidated into SBG	16,706	16,021
Africa Regions legal entities	8,420	8,025
Standard Bank Wealth International	1,254	1005
Other group entities	836	796
Standard Insurance Limited	467	494
SBG Securities	199	76
Standard Advisory London	48	75
Other ¹	122	151
Banking activities	27,216	25,847
Other banking interests	-864	418
ICBC Standard Bank Plc (40 per cent. shareholding)	(1447)	-74
ICBC Argentina (20 per cent. shareholding) ²	583	492
Liberty	1,855	1,600
Standard Bank Group	28,207	27,865

¹ Included is the elimination of gains and losses on deemed IFRS treasury shares relating to client trading activities in SBG Securities of R18m (2018: R15m).

² In September 2019, ICBC Argentina was reclassified as a non-current asset held for sale and is no longer equity accounted.

Net asset value

	31 December	
	2019	2018
	<i>(Rm)</i>	
SBSA Group	101,177	97,650
Africa Regions legal entities	41,864	38,690
Standard Bank Wealth International	6,924	5,553
Other group entities	5,699	4,467
Standard Insurance Limited	1,885	1,618
SBG Securities	1,631	1,431
Standard Advisory London	621	613
Other ¹	1562	805
Banking activities	155,664	146,360
Other banking interests	3,841	7,852
ICBC Standard Bank Plc (40 per cent. shareholding)	2,645	6,463
ICBC Argentina (20 per cent. shareholding)	1,196	1,389
Liberty	11,724	10,849
Standard Bank Group	171,229	165,061

Employees

For the year ended 31 December 2019, the Group had 50,691 employees (compared to 53,178 employees for the year ended 31 December 2018). For the year ended 31 December 2019, 51 per cent. of the Group's employees worked in PBB (compared to 52 per cent. for the year ended on 31 December 2018) whereas 7 per cent. worked in CIB during the same period (compared to 7 per cent. for the year ended on 31 December 2018). For the year ended 31 December 2019, 11 per cent. of the Group's employees worked in

Liberty (compared to 11 per cent. for the year ended on 31 December 2018). The remaining 31 per cent. of employees worked in the Central and Other Services segment within the Group (compared to 30 per cent. for the year ended on 31 December 2018). The Group's eNPS (employee net promoter score) for the year 2019 was +18 compared to +23 in 2018.

A significant number of the Group's non-managerial employees are represented by trade unions. The Group has not experienced any significant strikes or work stoppages in recent years.

The Group has developed employment policies to meet the needs of its different business segments in the locations in which they operate, embodying principles of equal opportunity. The Group has a statement of business standards with which it expects its employees to comply. The Group encourages the involvement of employees in the performance of the business in which they are employed and aims to achieve a sense of shared commitment.

GOVERNANCE

The Group operates within a clearly defined governance framework. The board-approved framework outlines mechanisms for the Group to implement robust governance practices and provides clear direction for decision-making across all disciplines. Through this framework the board has delegated the day-to-day management of the Group, in writing, to SBG's chief executive without abdicating the board's responsibility. This governance framework enables the board of directors of SBG (the "SBG Board") to balance its role of providing risk oversight and strategic counsel with ensuring adherence to regulatory requirements and risk tolerance.

The SBG Board is ultimately responsible for governance. The chairman is an independent non-executive and the roles of chairman and chief executive are separate. This board composition ensures there is a balance of power on the SBG Board, so no individual or group can dominate the SBG Board's processes or decision making and stimulates robust challenge and debate. In discharging its responsibilities, the SBG Board delegates authority to relevant board committees and individuals with clearly-defined mandates and delegated authorities, although the SBG Board retains its responsibilities. Each committee has a mandate, which the SBG Board reviews at least once a year. Mandates for each committee set out its role, responsibilities, scope of authority, composition, terms of reference and procedures. The board's committees include the directors' affairs committee, audit committee, risk and capital management committee, the social and ethics committee, technology and information committee, model approval committee, remuneration committee and SBSA large exposure credit committee. The executive committee assists the chief executive in the day-to-day management of the affairs of the Group, subject to statutory parameters and matters reserved for the SBG Board.

King Code

The King Code has formed the cornerstone of our approach to governance. The Group supports the overarching goals of King IV, namely ethical culture, good performance, effective control and legitimacy. The SBG Board is satisfied with the Group's application of the principles of King IV. A statement on the Group's application of the King IV principles is available online at www.standardbank.com.

Board of Directors

The SBG Board is constituted in accordance with SBG's Memorandum of Incorporation. The SBG Board is a unitary board and is considered effective and of an appropriate size for the Group. As at 4 March 2020, the SBG Board comprised 18 directors, 13 of whom are independent non-executive directors, three of whom are non-executive directors and two of whom are executive directors.

The current members of the SBG Board are listed below:

Name	Title	Year Joined SBG Board
Thulani Gcabashe	Chairman, Independent, non-executive	2003
Jacko Maree	Deputy chairman, non-executive	2016
Maureen Erasmus	Independent, non-executive	2019
Geraldine Fraser-Moleketi	Independent, non-executive	2016
Trix Kennealy	Independent, non-executive	2016
Nomgando Matyumza	Independent, non-executive	2016
Priscillah Mabelane	Independent, non-executive	2020
Kgomotso Moroka	Non-executive	2003
Nonkululeko Nyembezi	Independent, non-executive	2020
Martin Oduor – Otieno	Independent, non-executive	2016
André Parker	Independent, non-executive	2014
Atedo Peterside	Independent, non-executive	2014
Myles Ruck	Independent, non-executive	2002
Peter Sullivan	Independent, non-executive	2013
John Vice	Independent, non-executive	2016
Lubin Wang	Non-executive director	2017
Sim Tshabalala	Executive director - Chief Executive	2013
Arno Daehnke	Executive director – Group Financial	2016

For abridged curricula vitae of the SBG Board directors, see "*Description of The Standard Bank of South Africa Limited*".

Changes to the SBG's Board

For the year under review, three new independent non-executive directors, Maureen Erasmus, Priscillah Mabelane and Nonkululeko Nyembezi were appointed to the SBG Board. Dr Hau Hu, a non-executive director, resigned from the SBG Board on 24 February 2020.

Conflicts of Interest

In terms of the Companies Act No. 71 of 2008 ("Companies Act"), directors are required to disclose their outside business interests. At the beginning of each meeting, directors declare whether there are any conflicts of interest in relation to matters tabled for consideration. Directors do not participate in the meeting when the SBG Board considers any matters in which they may be conflicted and are recused from the meeting. The Group's secretary maintains a register of directors' interests, which is tabled at the board meeting and any changes are submitted to the board as they occur. The Group complies with the provisions of the Companies Act in this regard. The SBG Board is aware of the other commitments of its directors and is satisfied that all directors allocate sufficient time to enable them to discharge their responsibilities effectively.

The business address of the members of the SBG Board is SBG's registered address, 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, PO Box 7725, Johannesburg 2000, South Africa.

CAPITAL ADEQUACY

The Group's capital management function is designed to ensure that regulatory requirements are met at all times and that the Group and its principal subsidiaries are capitalised in line with the Group's risk appetite and target ranges, both of which are approved by the SBG Board. It further aims to facilitate the allocation and use of capital, such that it generates a return that appropriately compensates shareholders for the risks incurred. Capital adequacy is actively managed and forms a key component of the Group's budget and forecasting process.

The South African Reserve Bank ("**SARB**") adopted the Basel III framework, subject to certain phase-in provisions as provided by the Basel Committee for Banking Supervision ("**BCBS**") from 1 January 2013. From 1 January 2019 the requirements that were subject to phase-in provisions have been fully implemented.

The Group adopted IFRS 9 - Financial Instruments ("**IFRS 9**") from 1 January 2018. In terms of the SARB Directive 5/2017, the Group elected the three-year transition period, amortised on a straight-line basis. IFRS 9 had a small impact on the Group's total capital adequacy due to the add-back to Tier II capital that is permitted for provisions that exceed the regulatory expected loss. The volatility that arises from the add-back due to the adoption of IFRS 9 is monitored on an ongoing basis.

The Basel III post-crisis reform proposals and the potential requirements for loss absorbing and recapitalisation capacity of systemically important banks may impact capital levels going forward. In South Africa, the implementation date for the more significant Basel III post crisis reform proposals was originally set for 1 January 2022. The SARB has since revised the implementation date to 1 January 2023 with transitional arrangements for the phasing-in of the aggregate output floor from 1 January 2022 to 1 January 2027. The Basel III post-crisis reform proposals provide for areas of national discretion and the Group is, through relevant industry bodies, engaging the Prudential Authority (PA) on the South African implementation of the proposals.

The Group manages its capital levels to support business growth, maintain depositor and creditor confidence, create value for shareholders, and ensure regulatory compliance. The main regulatory requirements to be complied with are those specified in the Banks Act No. 71 of 2008 and related applicable regulations, which are aligned with Basel III.

Regulatory capital adequacy is measured through three risk-based ratios, namely common equity tier 1, tier 1 and total capital adequacy ratios which are calculated on the following bases:

- Common equity tier 1: ordinary share capital, share premium, retained earnings, other reserves and qualifying non-controlling interest less impairments divided by total risk weighted assets ("**RWA**").
- Tier 1: common equity tier 1 and other qualifying non-controlling interest plus perpetual, non-cumulative instruments with either contractual or statutory principal loss absorption features that comply with the Basel III rules divided by total RWA. Perpetual, non-cumulative preference shares that comply with Basel I and Basel II rules are included in tier 1 capital but are currently subject to regulatory phase-out requirements over a ten-year period, which commenced on 1 January 2013.
- Total capital adequacy: tier 1 plus other items such as general credit impairments and subordinated debt with either contractual or statutory principal loss absorption features that comply with the Basel III rules divided by total RWA. Subordinated debt that complies with Basel I and Basel II rules is included in total capital but is currently subject to regulatory phase-out requirements, over a ten-year period, which commenced on 1 January 2013.

RWA are calculated in terms of the Banks Act and related regulations, which are aligned with Basel III.

The SARB adopted the leverage framework that was issued by the BCBS in January 2014 with formal disclosure requirements commencing from 1 January 2015. The non risk-based leverage measure is designed to complement the Basel III risk-based capital framework. The Group's leverage ratio inclusive of unappropriated profit was 8.2 per cent. as at 31 December 2019 (compared to 8.1 per cent. as at 31 December 2018), in excess of the SARB minimum requirement of 4 per cent.

The following table sets out the Group's Tier 1 and Tier 2 capital excluding unappropriated profit for the years ended 31 December 2019 and 31 December 2018, on a Basel III basis.

Basel III qualifying capital excluding unappropriated profits

	31 December	
	2019	2018
	<i>(Rm)</i>	
IFRS ordinary shareholder's equity	171,229	165,061
Qualifying non-controlling interest	5,611	5,451
Less: regulatory adjustments	(22,459)	(24,628)
Goodwill	(2,186)	(2,208)
Other intangible assets	(16,518)	(17,703)
Investments in financial entities	(5,833)	(8,616)
Other adjustments including IFRS 9 phase-in	2,078	3,899
Less: regulatory exclusions (unappropriated profits)	(14,159)	(11,643)
CET I capital	140,222	134,241
Qualifying other equity instruments	7,123	5,702
Qualifying non-controlling interest	636	385
Tier I capital	147,981	140,328
Qualifying Tier II subordinated debt	19,317	17,545
General allowance for credit impairments	2,685	2,776
Tier II capital	22,002	20,321
Total regulatory capital	169,983	160,649

Basel III risk-weighted assets and associated capital requirements

	RWA		Minimum capital
	2019	2018	2019
	<i>(Rm)</i>		<i>(Rm)</i>
Credit risk (excluding counterparty credit risk (CCR))	768,308	759,117	88,608
Of which: standardised approach ²	333,306	323,810	38,440
Of which: internal rating-based (IRB) approach	435,002	435,307	50,168
CCR	31,912	27,338	3,680
Of which: standardised approach for CCR	17,945	4,526	2,069
Of which: IRB approach	13,967	22,812	1,611
Equity positions in banking book under market-based approach	5,700	3,282	657
Securitisation exposures in banking book	463	659	53
Of which: IRB approach	268	466	31
Of which: IRB supervisory formula approach	195	193	22
Market risk	75,383	70,479	8,694
Of which: standardised approach	60,795	56,645	7,012
Of which: internal model approach (IMA)	14,588	13,834	1,682
Operational risk	165,819	168,380	19,124
Of which: standardised approach	89,090	97,427	10,275
Of which: advanced measurement approach (AMA)	76,729	70,953	8,849
Amounts below the thresholds for deduction (subject to 250% risk weight)	51,943	50,387	5,991
Total	1,099,528	1,079,642	126,807

¹ Measured at 11.5 per cent. (2018: 11.1 per cent.) and excludes any bank-specific capital requirements. There is currently no requirement for the countercyclical buffer add-on in SA. The impact on the group's countercyclical buffer requirement from other jurisdictions in which the group operates is insignificant (buffer requirement of 0.0329 per cent.).

² Portfolios on the standardised approach relate to the Africa Regions and portfolios for which application to adopt the internal model approach has not been submitted, or for which application has been submitted but approval has not been granted.

The following tables detail the Group's capital adequacy ratios for the years ended 31 December 2019 and 31 December 2018 on a Basel III basis including phased-in and fully loaded post IFRS 9 implementation.

Capital Adequacy Ratios (Phased-in)^{1,2}

	2019 SARB	Internal	Including		Excluding	
	minimum	target	unappropriated profits		unappropriated profits	
	regulatory	ranges⁴	2019	2018	2019	2018
	requirement³	%	%	%	%	%
Total capital adequacy ratio	11.5	>15.0	16.7	16.0	15.5	14.9
Tier I capital adequacy ratio	9.3	>12.0	14.7	14.1	13.5	13.0
CET I capital adequacy ratio	7.5	11.0 - 12.5	14.0	13.5	12.8	12.4

Capital Adequacy Ratios (Fully Loaded)⁵

	2019 SARB	Internal	Including		Excluding	
	minimum	target	unappropriated profits		unappropriated profits	
	regulatory	ranges⁴	2019	2018	2019	2018
	requirement³	%	%	%	%	%
Total capital adequacy ratio	11.5	>15.0	16.6	15.8	15.4	14.7
Tier I capital adequacy ratio	9.3	>12.0	14.5	13.6	13.2	12.6
CET I capital adequacy ratio	7.5	11.0 - 12.5	13.8	13.1	12.5	12.0

¹ Capital adequacy ratios based on the SARB IFRS 9 phased-in approach.

² Group including Liberty.

³ Excludes confidential bank-specific add-ons.

⁴ Including unappropriated profits.

⁵ Capital ratios based on the inclusion of the full IFRS 9 transactional impact.

Source: This information has been extracted from SBG's 2019 Risk and Capital Management Report

BASEL III

Banks in South Africa adopted Basel III with effect from 1 January 2013. Basel III aims to enhance financial stability globally by increasing the quality and level of capital to be held by banks, extending the risk framework coverage, by introducing new liquidity ratios and a non-risk based leverage ratio. The Bank Supervision Department of the SARB (now referred to as the Prudential Authority ("PA")) commenced with its implementation from 1 January 2013 by way of the amended Regulations Relating to Banks as of 20 May 2016, and banks in South Africa have thus adopted the Basel III accord. SBG has approval from the PA to use the advanced internal ratings-based ("AIRB") approach for its credit portfolios in SBSA. For internal management purposes, SBG utilises AIRB measures and principles wherever possible. Further, SBG has approval from the PA to adopt the market-based approach for certain equity portfolios in SBSA and has approval for using the advanced measurement approach ("AMA") operational risk framework.

SBG also has approval from the SARB to use the "internal models approach" for most trading product groups and across most market risk types for SBSA.

In Basel III, the BCBS introduced significant changes to the Basel II framework, including, amongst others:

Capital

The quality, consistency and transparency of the capital base levels have increased. In the new framework, the regulatory deductions should mainly be applied to the common equity component of the capital base. Further, to be eligible as Tier I and Tier II capital, instruments need to meet more stringent requirements than were applied under Basel II.

The Basel III framework introduces a capital conservation buffer of 2.5 per cent. on top of these minimum thresholds. If a bank does not meet this buffer, constraints will be imposed on the bank's capital distribution, such as dividends. Also, in periods of excess growth, banks will be required to hold an additional countercyclical buffer of up to 2.5 per cent. in order to avoid facing restrictions.

Leverage Ratio

The BCBS has also proposed a requirement that, effective from 1 January 2018, the risk-sensitive capital framework be supplemented with a non-risk based measure, the leverage ratio (the "**Leverage Ratio**"). The Leverage Ratio is calculated as the Tier I capital divided by the exposure (being on and off-balance sheet exposures, with certain adjustments for selected items such as derivatives). It is proposed that the final calibration of the Leverage Ratio, and any further definition amendments, will be implemented by 2023 in South Africa.

Liquidity

Another key component of the Basel III framework is the introduction of increased regulations for liquidity risks. The objective of the liquidity reform is to improve the banking sector's ability to absorb shocks arising from financial and economic stress, thereby reducing the risk of spillover from the financial sector to the real economy.

The BCBS has developed two new quantitative liquidity standards as part of the Basel III framework; namely the Liquidity Coverage Ratio ("**LCR**") (phased-in from 1 January 2015) and the Net Stable Funding Ratio ("**NSFR**") (effective 1 January 2018). The LCR's objective is to measure SBG's ability to manage short-term liquidity stress and ensure the appropriate holding of surplus qualifying liquid assets. The NSFR's objective is to measure long-term structural funding stability in order to address the structural liquidity mismatch inherent in banking operations. Both the LCR and NSFR calculations are

subject to an observation period prior to implementation such that any unintended consequences can be identified.

The BCBS has also put a more stringent regulatory framework into place for the monitoring of intraday liquidity risk. Management of intraday liquidity risk forms a key element of a bank's overall liquidity risk management framework. The mandatory tools introduced by the BCBS are for monitoring purposes, and only international active banks will be required to apply them. National regulators will determine the extent to which the tools apply to banks that only operate domestically within their jurisdictions. Monthly reporting on the monitoring tools commenced on 1 January 2015.

Risk-Weighting (Finalised Basel III reforms)

On 7 December 2017, the BCBS published the Basel III finalised reforms for the calculation of RWA and a capital floor to be implemented on 1 January 2022. The date of implementation for these reforms was revised on 27 March 2020 by the BCBS and has been deferred by one year to 1 January 2023. The accompanying transitional arrangements for the output floor has also been extended by one year to 1 January 2028. These reforms are the completion of work that the BCBS has been undertaking since 2012 to address inefficiencies that emerged from the financial crisis in 2008 and impacts both standardised and advanced internal models.

Reducing variation in the internal ratings-based ("IRB") approach for credit risk

The revised IRB framework constrains the use of the IRB approach which allows banks to estimate the probability of default ("PD"), loss given default ("LGD"), exposure at default ("EAD") and maturity of an exposure for low default asset classes. These include exposures to large and medium-sized corporates, banks and other financial institutions, securities firms and public-sector entities. The Group's relevant legal entities will now have to use the foundation internal ratings-based ("FIRB") approach for these exposures. The FIRB approach is more conservative as it applies fixed values to the LGD and EAD parameters. In addition, all IRB approaches are being removed for exposures to equities.

For the remaining asset classes, the revised IRB framework also introduces minimum "floor" values for bank-estimated IRB parameters which are used as inputs to the calculation of RWA. These include PD floors for both the FIRB and AIRB approaches, and LGD and EAD floors for the AIRB approach. The Committee agreed on various additional enhancements to the IRB approaches to further reduce unwarranted RWA variability, including providing greater specification of the practices that banks may use to estimate their model parameters.

Given the enhancements to the IRB framework and the introduction of an aggregate output floor, the BCBS has removed the 1.06 scaling factor that is currently applied to RWAs determined by the IRB approach to credit risk.

Standardised approach for credit risk

The revisions to the standardised approach for credit risk, enhances the regulatory framework by improving its granularity and risk sensitivity. It provides: a more granular approach for unrated exposures to banks and corporates; a recalibration of risk weighting for rated exposures; a more risk-sensitive approach for real estate exposures based on their loan to value; separate treatment for covered bonds; specialised lending; exposures to SME's; a more granular risk weight treatment for subordinated debt and equity exposures; and a recalibration of credit conversion factors for off balance sheet exposures.

Credit Valuation Adjustment ("CVA") risk capital charge

The initial phase of Basel III reforms introduced a capital charge for potential mark-to-market losses of derivative instruments as a result of the deterioration in the creditworthiness of a counterparty.

The final reforms introduce two new approaches for the calculation of the CVA risk capital charge: a basic approach (a full version including CVA hedges, or reduced version) and a standardised approach based on the fundamental review of the trading book ("FRTB") market risk standardised approach with minimum requirements regarding sensitivity calculations. The changes also include a €100 billion threshold for a simplified treatment (double counterparty credit risk capital requirement) and new eligibility requirements for CVA hedges.

Operational risk

The BCBS has streamlined the operational risk framework. The AMA for calculating operational risk capital requirements (which are based on banks' internal models) and the existing standardised approaches are replaced with a single risk-sensitive standardised approach to be used by all banks.

The new standardised approach for operational risk, determines a bank's operational risk capital requirements based on two components: a measure of a bank's income and a measure of the historical losses experienced by the bank. Conceptually, it assumes that operational risk increases at an increasing rate with a bank's income and banks which have experienced greater operational risk losses historically are assumed to be more likely to experience operational risk losses in the future.

Output floor

The Basel III reforms replace the existing Basel II floor with a floor based on the revised Basel III standardised approaches. Consistent with the original floor, the revised floor places a limit on the regulatory capital benefits that a bank using internal models can derive relative to the standardized approaches. In effect, the output floor provides a risk-based backstop that limits the extent to which banks can lower their capital requirements relative to the standardised approaches.

This helps to maintain a level playing field between banks using internal models and those on the standardised approaches. It also supports the credibility of banks' risk-weighted calculations and improves comparability via the related disclosures.

Under the revised output floor, banks' risk-weighted assets must be calculated as the higher of

- a. total RWA calculated using the approaches that the bank has supervisory approval to use in accordance with the Basel capital framework (including both standardised and internal model-based approaches); and
- b. 72.5 per cent. of the total RWA calculated using only the standardised approaches.

The date of implementation for the output floor was revised on the 27 March 2020 by the BCBS and has been deferred by one year to 1 January 2023. The accompanying transitional arrangements for the output floor has also been extended by one year to 1 January 2028. The PA is still to align its proposed date of implementation for the output floor from 1 January 2022 to the BCBS revised date of 1 January 2023, and accordingly the transitional arrangements for the output floor.

Risk-Weighting (Other Basel III reforms)

Counterparty Credit Risk

The BCBS has finalised the rules for the standardised approach for counterparty credit risk ("SA-CCR"). From 1 October 2020, the proposed PA implementation date, SA-CCR will be used to calculate the counterparty credit risk exposure associated with over-the-counter ("OTC") derivatives, exchanges traded derivatives and long settlement transactions. The new SA-CCR is more risk sensitive than previously, limits the need for discretion by national authorities, minimises the use of banks' internal estimates and avoids undue complexity.

Securitisation framework

The BCBS has finalised changes to the Basel securitisation framework. The new framework, to be implemented by 1 January 2021, the proposed PA implementation date, provides a revised set of approaches for determining the regulatory capital requirements in relation to securitisation exposures with the following aims: reducing mechanistic reliance on external ratings; increasing risk weights for highly rated securitisation exposures; reducing risk weights for low-rated securitisation exposures; reducing cliff effects (where small changes in the quality of an underlying pool of securitised exposures quickly leads to significant increases in capital requirements); and making the framework more risk-sensitive.

Fundamental Review of the Trading Book

Some initial measures to improve market risk were introduced by the BCBS in 2009 (known as "**Basel 2.5**"). The BCBS recognised that these incremental changes to the market risk framework were only temporary, and that further measures were required to improve trading book capital requirements. The new market risk framework ("**Fundamental Review of the Trading Book**") was published on 14 January 2016. The framework was thereafter revised on the 14 January 2019 to address issues that the Basel Committee identified in the course of monitoring the implementation and impact of the framework. The proposed implementation date for South Africa is 1 January 2023.

Large Exposure Framework

The BCBS published the final standard that sets out a supervisory framework for measuring and controlling large exposures on 15 April 2014. The proposed implementation date for South Africa is 1 January 2021. The large exposure framework protects banks from significant losses caused by the sudden default of an individual counterparty or a group of connected counterparties. The framework was designed so that the maximum possible loss a bank could incur if such a default were to occur would not endanger the bank's survival as a going concern. In cases where the bank's counterparty is another bank, large exposure limits will directly contribute towards the reduction of system-wide contagion risk. Large Exposure is defined as an exposure that is equal to or above 10 per cent. of a bank's eligible capital base. Eligible capital base is defined as Tier 1 capital as defined under the Basel III framework. The sum of all the exposure values of a bank to a single counterparty or to a group of connected counterparties should not be higher than 25 per cent. of the bank's available eligible Tier 1 capital base. A tighter limit of 15 per cent. of Tier 1 capital will apply to inter-GSIBs exposures.

Interest Rate Risk in the Banking Book ("IRRBB")

Arising from the Fundamental Review of the Trading Book, the Bank of International Settlement appointed a team to evaluate and refine the existing Pillar 2 treatment for spread risk in the banking book. In April 2016 the BCBS issued standards for IRRBB. The standards revise the BCBS' 2004 "Principles for the management and supervision of interest rate risk", which set out supervisory expectations for banks' identification, measurement, monitoring and control of IRRBB, as well as its supervision. The revised standards also introduced a strengthened Pillar 2 approach. The newly revised Standards for IRRBB cover the enhanced requirements over 12 principles. Nine principles are directed to banks including identification of IRRBB, sound methodologies, risk appetite and limits, internal reporting, external disclosures, data, controls and model risk management. Three principles are directed to supervisors and focus on review of the soundness of banks' IRRBB management, collaboration among supervisors and identification of outlier banks.

The proposed implementation date for South Africa is 1 June 2022.

Systemically important financial institutions ("SIFIs")

The guidance developed by the BCBS and the Financial Stability Board form the basis for the requirements of domestic systemically important banks in South Africa. South African banks have

developed their recovery plans in line with global standards. The specific "domestic systemically important bank ("DSIB") capital requirements have been applied to the relevant banks from 1 January 2016.

Recovery plans focus on plausible management or recovery actions that can be taken to reduce risk and conserve capital during times of severe stress. Resolution plans are typically developed by the supervisor with the objective of ensuring that SIFIs are resolvable and will not become a burden to tax-payers.

Although the Basel III phase-in approach affords SBG a period of time before full compliance is required, SBG maintains a strong focus on achieving these liquidity and capital requirements within the specified timelines. Specific areas of focus include optimising capital and liquidity allocation between product lines, trading desks, industry sectors and legal entities, such that financial resources can be allocated in a manner that enhances the overall Group's economic profit and return on equity, embedding risk-adjusted performance measures into the performance measurement and reporting processes of the Group; and ensuring that the Group is adequately positioned to respond to changing regulatory rules under Basel III.

Pillar 3 disclosures

Pillar 3 of the Basel framework seeks to promote market discipline through regulatory disclosure requirements. The BCBS released the updated Pillar 3 disclosure requirements on 11 December 2018. These requirements, together with the updates published in January 2015 and March 2017, complete the Pillar 3 framework. The updated Pillar 3 disclosure requirements released on 11 December 2018 reflects the BCBS's December 2017 Basel III post-crisis regulatory reforms and pertains to the following areas:

- (i) credit risk, operational risk, the leverage ratio and credit valuation adjustment (CVA) risk;
- (ii) risk-weighted assets (RWAs) as calculated by the bank's internal models and according to the standardised approaches; and
- (iii) an overview of risk management, RWAs and key prudential metrics.

The implementation date for the disclosure requirements related to the December 2017 Basel III post-crisis regulatory reforms has been revised by the BCBS on the 27 March 2020, to 2023, a year later than what was initially proposed. The PA is still to align its proposed date of implementation for these disclosure requirements from 1 January 2022 to the BCBS proposal.

In addition, the updated framework sets out new disclosure requirements (to be implemented 31 December 2020) on asset encumbrance and, when required by national supervisors at the jurisdictional level, on capital distribution constraints.

The BCBS has also released a consultative paper on the 14 November 2019 on revisions to market risk disclosure requirements, that sets out adjustments to the Pillar 3 templates to reflect the changes introduced in the minimum capital requirements for market risk published in January 2019.

The Group has a formal program in place for the implementation of these requirements.

LEGAL PROCEEDINGS

There are no governmental, legal or arbitration proceedings (nor are there any such proceedings which are pending or threatened of which SBG is aware) which may have, or have during the 12 months prior to the date of this Base Prospectus had, a significant effect on the financial position or profitability of SBG and/or the Group taken as a whole. SBG and its subsidiaries have sued and are defendants in a number of legal proceedings incidental to their operations. While any litigation has an element of uncertainty, SBG does not expect that the outcome of any such proceeding, either individually or in aggregate, will have a material adverse effect upon SBG's consolidated financial position or results.

INFORMATION TECHNOLOGY

With the significant impact of the digital revolution, consumers and businesses are being forced to change the way they interact. Technology is central to the Group's ability to adapt to a changing world and create sustainable long-term value for the Group's stakeholders. SBG regards technology as a strategic asset which supports, sustains and enables growth and operational excellence within the Group.

The Group's technology strategy is aligned to, and a key enabler of, the Group's strategic vision. The key elements of the Group's technology strategy are focused on embedding a client-centric culture which is aimed at ensuring that the Group's systems are "always on" (available to our customers) and secure (through managing the risk of unauthorised security breaches), systems adopt a universal financial services organisation view, enabling the digital transformation of the Group, driving the simplification of the Group's systems, and in having the right employees to deliver on the strategy.

Management believes that Group's overall technology stability is currently acceptable with significant volumes noted across the Group's digital offerings, with more than 145 million transactions per month with an approximate value of R96 billion processed across digital channels. SBG continues to invest in its technology security strategy and enhance its current capabilities. SBG sets security, recovery and business resumption as a key focus area, and regularly tests contingency procedures so that interruptions are minimised. This yielded a 28 per cent. decrease in material system stability incidents in South Africa, from 7 incidents in 2018 to 5 incidents in 2019. Material stability incidents in Africa Regions remained constant year on year with 14 incidents in 2018 and 2019.

Technology governance functions provide oversight of technology within the Group to ensure that technology contributes to creating sustainable value both in the short and long term. The SBG Board is responsible for ensuring that prudent and reasonable steps have been taken regarding technology governance. The Group technology committee is an SBG Board committee with responsibility for ensuring the implementation of the technology governance framework across Group. The committee has the authority to review and provide guidance on matters related to the Group's technology strategy, budget, operations, policies and controls, the Group's assessment of risks associated with technology, including disaster recovery, business continuity and technology security, as well as oversight of significant technology investments and expenditure.

The committee is chaired by an independent SBG Board member, who is also a member of the Group risk and capital management committee. The chief information officers of each business unit within SBG are accountable to their chief executives as well as to the Group chief information officer to ensure that the technology strategy is aligned and integrated with the business strategies.

REGULATION

General regulatory requirements

The Issuer is subject to the Banks Act and is supervised by the Financial Conglomerate Supervision Department.

Please see the section of this Base Prospectus headed "*Risk Factors - The impact of any future change in law or regulation on SBG's business is uncertain*" on pages 15 to 16.

Anti-money laundering regulatory requirements

SBG is committed to and supports global efforts to combat money laundering ("**ML**") and terrorist financing ("**TF**"). Consequently, SBG has drafted and implemented policies and procedures to assist it in complying with its anti-money laundering ("**AML**") and combating the financing of terrorism (CFT) regulatory obligations in each jurisdiction in which it operates. Meeting ML and TF control requirements imposes significant obligations in terms of client identification and verification, record keeping, staff

training and the detection and reporting of suspicious and unusual transactions. The Group Money Laundering Control Policy is implemented as the minimum standard throughout SBG, while particular emphasis is placed on implementing bespoke ML/TF controls which are designed to mitigate the risks identified in country and business risk assessments. SBG continues to enhance and automate its ML and TF detection measures and has dedicated AML surveillance teams that are responsible for receiving, evaluating and reporting suspicious or unusual transactions and activities to the appropriate authorities. These teams operate under the guidance of a Group money laundering surveillance function, which also ensures full co-operation with law enforcement agencies from an information sharing perspective (while operating within the parameters defined by legislation).

Anti-bribery and corruption requirements

Anti-bribery and corruption ("**ABC**") policies are implemented consistently across SBG. All companies in the Group are committed to the highest level of ethical behaviour and have a zero-tolerance approach towards bribery and corruption. The Group has designed and implemented an anti-bribery management system to ensure compliance with ABC laws in all markets and jurisdictions in which it operates. These laws include, but are not limited to, the South African Prevention and Combating of Corrupt Activities Act No.12 of 2004, the UK Bribery Act and the U.S. Foreign Corrupt Practices Act.

SBG has developed and implemented an ABC compliance programme which is aligned with global best practice (in particular the ABC guidance that has been issued by the Organisation for Economic Co-operation and Development). Programme activities include periodically conducting risk assessments, and regular updates to the ABC policy. The ABC policy is applicable to all employees of the Group, irrespective of location or jurisdiction.

Furthermore, all SBG staff are required to complete ABC general awareness training annually. Regular reviews of the effectiveness of the ABC programme are conducted in the form of a combined assurance approach to monitoring activities.

RISK MANAGEMENT

The Group's approach to risk management is designed to ensure consistent and effective management of risk and provide for appropriate accountability and oversight. Risk management is enterprise wide, applying to all entity levels and is a crucial element in the execution of the Group's strategy.

The Group's risk universe represents the risks that are core to its financial services business. The Group organises these risks into strategic, non-financial and financial risk categories.

The risk universe is managed through the lifecycle from identification to reporting. The Group's assessment process includes rigorous quantification of risks under normal and stressed conditions up to, and including, recovery and resolution.

Risk exposures are managed through different techniques and are monitored against a risk appetite that supports the Group's strategy.

Risk information is subject to strong data and reporting controls. It is integrated into all business reporting and governance structures. The Group's governance structure enables oversight and accountability through appropriately mandated board and management committees.

This is all underpinned by a control environment defined in the Group's risk governance and management standards and policies.

The Group's risk management system

The Group operates under the enterprise risk management ("**ERM**") governance framework, which informs the specific risk type standards, frameworks and policies which are approved by executive committees and the relevant board subcommittee.

Risk governance committees

Board sub-committees responsible for the oversight of risk management comprise the Risk and Capital Management Committee ("**RCMC**"), the Audit Committee ("**AC**"), the technology and information committee, the model approval committee, the remuneration committee and the social and ethics committee.

Executive management oversight for all risk types has been delegated by the Group executive committee to the Risk Oversight Committee (the "**ROC**") which, in turn, assists the RCMC to fulfil its mandate. As is the case with the RCMC, the ROC calls for and evaluates in-depth investigations and reports based on its assessment of the risk profile and external factors. The ROC is chaired by the Group Chief Risk Officer and delegates authority to various sub-committees which deal with specific risk types or oversight activities. Matters are escalated to the ROC, based on materiality, through reports or feedback from the sub-committee chairman. These sub-committees are the:

- Corporate and Investment Banking and Personal and Business Banking Credit Governance Committees (both subcommittees of the model approval committee);
- Asset and Liability Committee ("**ALCO**") (which also covers market risk);
- Compliance Committee;
- Country Risk Management Committee;
- Equity Risk Committee;
- Internal Financial Control Governance Committee;
- Operational Risk Committee;
- Sanctions and Client Risk Review Committee;
- Stress Testing and Risk Appetite Committee; and
- Recovery and Resolution Plan Committee.

Governance documents The ERM governance framework is approved by the RCMC. It informs the specific risk type standards, frameworks and policies which are approved by executive committees and the relevant board subcommittee. The critical steps for risk management are defined to ensure common practices across the Group.

Business line and legal entity policies are aligned to the governance documents and are applied within their governance structures.

The three lines of defence

The Group uses the three lines of defence governance model which promotes transparency, accountability and consistency through the clear identification and segregation of roles.

The first line of defence is made up of the management of business lines and legal entities. The first line proactively identifies, assesses and measures applicable risk scenarios in order to arrive at risk appetite decisions. The first line of defence manages day-to-day transaction- and portfolio-level risk decisions within the risk appetite and implement mitigation controls to reduce the adverse impact of taking risks in pursuit of strategic objectives. Effective first line risk management responsibilities include:

- defining the risk and control culture, and risk appetite;
- identifying and assessing risks and emerging threats;
- designing and implementing appropriate controls;
- balancing risk and return with every business decision;
- allocating capital optimally for maximum returns;
- performing self-assessments on the control environment;
- escalating material events that breach risk appetite through the governance structure; and
- ensuring appropriate risk disclosure to shareholders and regulators.

The second line of defence directs the definition of the enterprise-wide risk management programme. The second line of defence facilitates execution of risk lifecycle activities and provide expert advice, guidance and support to the first line of defence management team. Together with the Board they have oversight of the implementation and effective execution of risk and returns decisions within the set risk appetite and target strategy. Effective second line risk management responsibilities include:

- defining the risk and capital management framework and policies;
- facilitating risk management activities through the process lifecycle;
- facilitating the capital requirements calculations for all applicable risk types;
- challenging management's day-to-day risk decisions;
- monitoring and providing expert advice on emerging threats;
- monitoring that risk decisions are being taken in line with the risk culture and appetite, and reporting breaches;
- managing the interface with regulators regarding industry policy advocacy and risk and compliance matters;
- compiling risk disclosures as per regulatory requirements;
- reviewing compliance with risk standards; and
- performing independent reviews on specific risk and control areas.

The third line of defence is Group Internal Audit ("GIA"). GIA provides independent and objective assurance to the board and senior management on the adequacy and effectiveness of the control environment and the risk management programme. GIA has an independent reporting line to the Board to assist in discharging their risk oversight responsibilities. Effective third line risk management responsibilities include:

- providing assurance through a risk-based audit plan that assesses and reports on the quality of controls and risk management practices; and
- periodically reviewing the design adequacy of the risk management framework, the level of compliance with policies and standards, and the completeness and reliability of the risk assessment and reporting process.

All three levels report to the Board, either directly or through the RCMC and AC. The Board discharges its oversight responsibilities for risk management through independent assurance activities performed by second and third line. The Board has the following mandate:

- ensuring that the appropriate tone for risk is set by executive management; and
- ensuring that the risk and capital management is effective, including the Group's:

- risk, compliance, treasury and capital management, and GIA processes;
- risk appetite; and
- capital adequacy to support strategy execution.

Risk culture

The Group leverages the three lines of defence model to build and maintain a strong risk culture. The Group ensures that its corporate values and ethics are embedded in its policies, and through compliance training and whistle-blowing programmes.

The Group promotes and rewards responsible risk taking that results in sustainable growth. Each business is responsible for monitoring behaviour that is contrary to the Group's policies and taking disciplinary action in line with the Group's conduct risk management standards. Inappropriate risk decisions are monitored as part of performance management and escalated to the Group Remuneration Committee ("REMCO").

Risk reporting

Risk exposures are reported on a regular basis to the board and senior management through the governance committees. Risk reports are compiled at business unit level and are aggregated to the enterprise level for escalation through the governance structures based on materiality.

Risk management reports comply with standards set out by the Basel Committee on Banking Supervision's standard number 239 ("BCBS239"), entitled "Principles for effective risk data aggregation and risk reporting".

Group insurance programme

The Group insurance programme is designed to protect against loss resulting from the Group's business activities. It is used as a strategic risk transfer mechanism and serves to mitigate operational risk by transferring residual insurable risks to conventional insurance markets. This cover is reviewed annually.

The principal insurance policies in place are the Group crime and professional indemnity, cyber, and Group directors' and officers' liability policies. In addition, the Group has fixed assets and liabilities coverage for its office premises and business contents, third-party liability for visitors to its premises, and employer's liability. The Group's business travel policy provides cover for staff when travelling on behalf of the Group.

Risk appetite and stress testing

The key to the Group's long-term sustainable growth and profitability lies in the strong link between the Group's risk appetite and its strategy, and the desired balance between risk and return.

Risk appetite is set, and stress testing activities are undertaken, at a Group level, in business units, in risk types and at a legal entity level.

The primary management level governance committee overseeing risk appetite and stress testing is the Group stress testing and risk appetite committee.

The principal governance documents are the risk appetite governance framework and the stress testing governance framework.

Risk appetite

Risk appetite guides strategic and operational management decisions and is reviewed annually. The Group's level one risk appetite statements are:

- **Capital position:** The Group aims to have a strong capital adequacy position measured by regulatory and economic capital adequacy ratios. The Group manages its capital levels to support business growth, maintain depositor and creditor confidence, create value for shareholders and ensure regulatory compliance. Each banking subsidiary must further comply with regulatory requirements in the countries in which the Group operates.
- **Funding and liquidity management:** The Group maintains a prudent approach to liquidity management in accordance with applicable laws and regulations. The competitive environment in which each banking subsidiary operates is also taken into account. Each banking subsidiary must manage liquidity on a self-sufficient basis.
- **Earnings volatility:** The Group aims to have sustainable and well diversified earning streams in order to minimise earnings volatility through business cycles.
- **Reputation:** The Group has no appetite for compromising its legitimacy or for knowingly engaging in any business, activity or relationship which could result in foreseeable damage to the Group's reputation or its sustainability.
- **Conduct:** The Group has no appetite for unfair client outcomes arising from inappropriate judgement and conduct in the execution of business activities, or wilful breaches of regulatory requirements. The Group strives to meet clients' expectations for efficient and fair engagements by doing the right business the right way, thereby upholding the trust of our stakeholders.

Level two risk appetite is cascaded into risk types. Level three risk appetite consists of risk type based limits.

Stress testing

Stress testing activities are undertaken during the assessment phase to determine the risk appetite at a Group level. This is forwarded to business units, risk types and legal entities levels. The Group tests risk scenarios at group, legal entities and portfolio levels to support normal stress conditions up to severe stress scenarios to inform recovery plans. Stress testing supports a number of business processes including:

- strategic planning and financial budgeting;
- informing the setting of risk appetite and portfolio management at a group, business unit and legal entity level;
- the internal capital adequacy assessment process, including capital planning and management and the setting of capital buffers;
- liquidity planning and management;
- identifying and proactively mitigating risks through actions such as reviewing and changing limits, limiting exposures and hedging;
- facilitating the development of risk mitigation or contingency plans, including recovery and resolution planning, across a range of stressed conditions; and
- supporting communication with internal and external stakeholders including industry-wide stress tests performed by the regulator.

Stress testing programme

The stress testing programme uses one or a combination of stress testing techniques, including scenario analysis, sensitivity analysis and reverse stress testing to address stress testing for different purposes.

Recovery and resolution planning

The recovery plan identifies management actions which can be adopted during periods of severe stress to ensure the Group's survival and the sustainability of the economy within which the Group operates. Should these actions prove to be inadequate, the resolution plan sets out the approach for unwinding in an orderly manner and minimising the impact on depositors and taxpayers.

The annual recovery planning process facilitates proactive consideration by senior management and the Board of appropriate actions that could be taken in the event of severe stress. The recovery plan process enhances the Group's ability to make timely, well-informed decisions to mitigate the risk and impact should a severely adverse scenario arise.

STRATEGIC RISKS

Business Risk

Business risk is the risk of an unexpected variation in earnings, as a result of strategic choices and failed strategy execution, as well as unexpected external factors. This excludes the effects of market risk, credit risk, structural interest rate risk and operational risk.

Business risk is categorised as a strategic risk. Strategic risk is the risk that the Group's future business plans and strategies may be inadequate to prevent financial loss or protect the Group's competitive position and shareholder value.

Business risk is usually caused by:

- a poor choice of strategy in the form of products offered, market segments targeted, channels being operated and cost structures adopted;
- external factors such as pressures from unexpected economic and/or technological changes, decreased demand, increased competition or increases in costs; and/or
- group-specific causes, such as the decision to absorb costs or losses to preserve reputation and operational efficiency.

The Group mitigates business risk in a number of ways, including:

- reviewing its strategy, and business unit and legal entity plans;
- performing extensive due diligence during the investment appraisal process, in particular for new acquisitions and joint ventures;
- conducting detailed analyses of the business case for, and financial, operational and reputational risks associated with, disposals;
- applying new product processes per business line through which the risks and mitigating controls for new and amended business products and services are evaluated;
- stakeholder management to ensure favourable outcomes from external factors beyond the Group's control;
- monitoring the profitability of product lines and client segments;
- maintaining tight control over the Group's cost base, including the management of the Group's cost-to-income ratio, which allows for early intervention and management action to reduce costs;
- being alert and responsive to changes in market forces;
- maintaining a strong focus in the budgeting process on achieving headline earnings growth while containing cost growth; and building contingency plans into the budget that allow for costs to be significantly reduced in the event that expected revenues do not materialise;

- increasing the ratio of variable costs to fixed costs which creates flexibility to reduce costs during an economic downturn; and
- applying stress testing techniques to assess the resilience of planned earnings under macroeconomic downturn conditions.

The primary management level governance committee overseeing business risk is ALCO.

Reputation Risk

Reputation risk is the risk of potential or actual damage to the Group's reputation which may impair the profitability and sustainability of its business.

Reputation is understood as how stakeholders, including employees, clients, investors, counterparties, regulators, policymakers, and society at large, perceive the Group.

The Group's reputation can be harmed by an actual or perceived failure to fulfil the expectations of stakeholders due to a specific incident or from repeated incidents.

Reputational harm can adversely affect the Group's ability to maintain existing business, generate new business relationships, access capital, enter new markets, and secure regulatory licences.

The Group manages reputation risk from tactical and reactive, as well as strategic and proactive perspectives. Crisis management processes are designed to minimise the reputational impact of such events or developments. Crisis management teams are in place both at executive and business line levels. The Group addresses potential reputation risk by trying to ensure that the Group's perspective is fairly represented in the media. In addition, more attention is given to leveraging opportunities to proactively improve the Group's reputation among influential stakeholders through external stakeholder engagements, advocacy, sponsorships and corporate social initiatives.

The primary management level governance committee overseeing reputation risk is ROC.

The Group's code of ethics is an important reference point for all of its employees. The Group ethics officer and Group chief executive are the formal custodians of the code of ethics.

NON-FINANCIAL RISKS

Non-financial risk is defined as the risk of loss suffered as a result of the inadequacy of, or a failure in, internal processes, people and/or systems or from external events.

The Group manages non-financial risk under the umbrella of operational risk. The Group's approach adopts fit-for-purpose risk practices, well-established governance processes which are supported by a comprehensive escalation and reporting processes that assist line management to understand and manage their risk profile within risk appetite.

The Group's non-financial risk management function forms part of the second line of defence, is an independent team and reports to the group chief risk officer.

Non-financial risk subtypes are managed and overseen by specialist functions. These subtypes include:

- cyber risk;
- model risk;
- tax risk;
- financial accounting risk;

- legal risk;
- physical assets risk;
- environmental and social risk;
- technology risk;
- information risk;
- third-party risk;
- people risk;
- business disruption risk;
- compliance risk;
- conduct risk; and
- financial crime risk.

The primary management level governance committee overseeing operational risk is the Group Operational Risk Committee which is a subcommittee of ROC. The primary governance document is the integrated operational risk governance framework. Non-financial risk subtypes report to various governance committees and have governance documents applicable to each risk subtype.

FINANCIAL RISKS

Credit Risk

Credit risk is the risk of loss arising out of failure of obligors to meet their financial or contractual obligations when due.

The Group's credit risk is a function of its business model and arises from wholesale and retail loans and advances, underwriting and guarantee commitments, as well as from the counterparty credit risk arising from derivatives and securities financing contracts entered into with our clients and trading counterparties. To the extent equity risk is held on the banking book, it is also managed under the credit risk governance framework, but ultimate approval authority rests with the equity risk committee.

Credit risk is managed through:

- maintaining a culture of responsible lending and a robust risk policy and control framework;
- identifying, assessing and measuring credit risk across the Group, from an individual facility level through to an aggregate portfolio level;
- defining, implementing and continually re-evaluating risk appetite under actual and stressed conditions;
- monitoring the Group's credit risk exposure relative to approved limits; and
- ensuring that there is expert scrutiny and approval of credit risk and its mitigation independently of the business functions.

The Group's credit governance process relies on both individual responsibility and collective oversight, supported by comprehensive and independent reporting. This approach balances strong corporate

oversight at a Group level, with participation by the Group's senior executives and its business units in all significant risk matters.

Credit risk is governed in accordance with the Group's comprehensive enterprise risk management governance framework as defined and detailed in the Group credit risk governance standard and the model risk governance framework.

Credit risk is managed through the CIB and PBB credit governance committees, the Group ERC and the intragroup exposure committee. These governance committees are key components of the credit risk management framework. They have clearly defined mandates and delegated authorities, which are reviewed regularly. Their mandates include responsibility for credit and concentration risk decision-making, and delegation thereof to credit officers and subcommittees within defined parameters.

Maximum exposure to credit risk

Debt financial assets at amortised cost and fair value through other comprehensive income as well as off-balance sheet exposure subject to an ECL are analysed and categorised based on credit quality using the group's master rating scale. Exposures within Stage 1 and 2 are rated between 1 to 25 in terms of the group's master rating scale. The 25-point master rating scale quantifies using the credit risk for each borrower (corporate asset classes) or facility (specialised lending and retail asset classes). These ratings are mapped to Probabilities of Default ("PDs") by means of calibration formulae that use historical default rates and other data from the applicable PBB portfolios. The Group distinguishes between through-the-cycle PDs and point-in-time PDs, and utilises both measures in decision-making, managing credit risk exposures and measuring impairments against credit exposures. Exposures which are in default are not considered in the 1 to 25-point master rating scale.

Default

The Group's definition of default has been aligned to its internal credit risk management definitions and approaches. Whilst the specific determination of default varies according to the nature of the product, it is generally determined (aligned to the Basel definition) as occurring at the earlier of:

- where, in the Group's view, the counterparty is considered to be unlikely to pay amounts due on the due date or shortly thereafter without recourse to actions such as the realisation of security; or
- when the counterparty is past due for more than 90 days (or, in the case of overdraft facilities in excess of the current limit).

The Group will not rebut IFRS 9's 90 days past due rebuttable presumption.

A financial asset is considered to be in default when there is objective evidence of impairment. The following criteria are used in determining whether there is objective evidence of impairment for financial assets or groups of financial assets:

- significant financial difficulty of borrower and/or modification (i.e. known cash flow difficulties experienced by the borrower);
- a breach of contract, such as default or delinquency in interest and/or principal payments;
- disappearance of active market due to financial difficulties;
- it becomes probable that the borrower will enter bankruptcy or other financial reorganisation; and
- where the group, for economic or legal reasons relating to the borrower's financial difficulty, grants the borrower a concession that the Group would not otherwise consider.

Exposures which are overdue for more than 90 days are also considered to be in default.

Please refer to the tables set out on pages 144 to 147 of the Group's 2019 annual financial statements with regard to the Group's maximum exposure to credit risk by credit quality as at 31 December 2019 and 31 December 2018.

Collateral

Please refer to the tables set out on pages 149 to 150 of the Group's 2019 annual financial statements for details of the financial effect that collateral has on the Group's maximum exposure to credit risk as at 31 December 2019 and 31 December 2018.

Collateral includes:

- financial securities that have a tradable market such as shares and other securities;
- physical items such as property, plant and equipment; and
- financial guarantees, suretyships and intangible assets.

Netting agreements, which do not qualify for offset under *International Financial Reporting Standards* but which are nevertheless enforceable, are included as part of the Group's collateral for risk management purposes. All exposures are presented before the effect of any impairment provisions. In the retail portfolio, 55 per cent. (compared to 56 per cent. in 2018) of exposures are fully collateralised. The R5.3 billion (compared to R4.5 billion in 2018) of retail accounts that lie within the 0 per cent. to 50 per cent. range of collateral coverage mainly comprise accounts which are either in default or legal. The total average collateral coverage for all retail mortgage exposures in the 50 per cent. to 100 per cent. collateral coverage category is 77 per cent. (compared to 79 per cent. in 2018).

Of the Group's total exposure, 52 per cent. (compared to 57 per cent. in 2018) is unsecured and mainly reflects exposures to well-rated corporate counterparties, bank counterparties and sovereign entities.

The Group does not currently trade commodities that could give rise to physical commodity inventory or collateral exposure with the exception of precious metals. In the normal course of its precious metal trading operations the Group does not hold allocated physical metal; however, this may occur from time-to-time. Where this does occur, appropriate risk and business approval is required to ensure that the minimum requirements are satisfied, including but not limited to approval of risk limits and insurance cover.

COUNTRY RISK

Country risk, also referred to as cross-border transfer risk, is the uncertainty of whether obligors, (including the relevant sovereign, and the Group's branches and subsidiaries in a country) will be able to fulfil their obligations to the Group given the political or economic conditions in the host country.

All countries to which the Group is exposed are reviewed at least annually. Internal rating models are employed to determine ratings for jurisdiction, sovereign and transfer and convertibility risk. In determining the ratings, the Group makes extensive use of the its network of operations, country visits and external information sources. These ratings are also a key input into the Group's credit rating models.

The model inputs are continuously updated to reflect economic and political changes in countries. The model outputs are internal risk grades that are calibrated to a jurisdiction risk grade from AAA to D, as well as sovereign risk grade and transfer and convertibility risk grade ("**SB**") from SB01 to SB25. Countries with sovereign/jurisdiction risk ratings weaker than SB07/a, referred to as medium and high-risk countries, are subject to more detailed analysis and monitoring.

Country risk is mitigated through a number of methods, including:

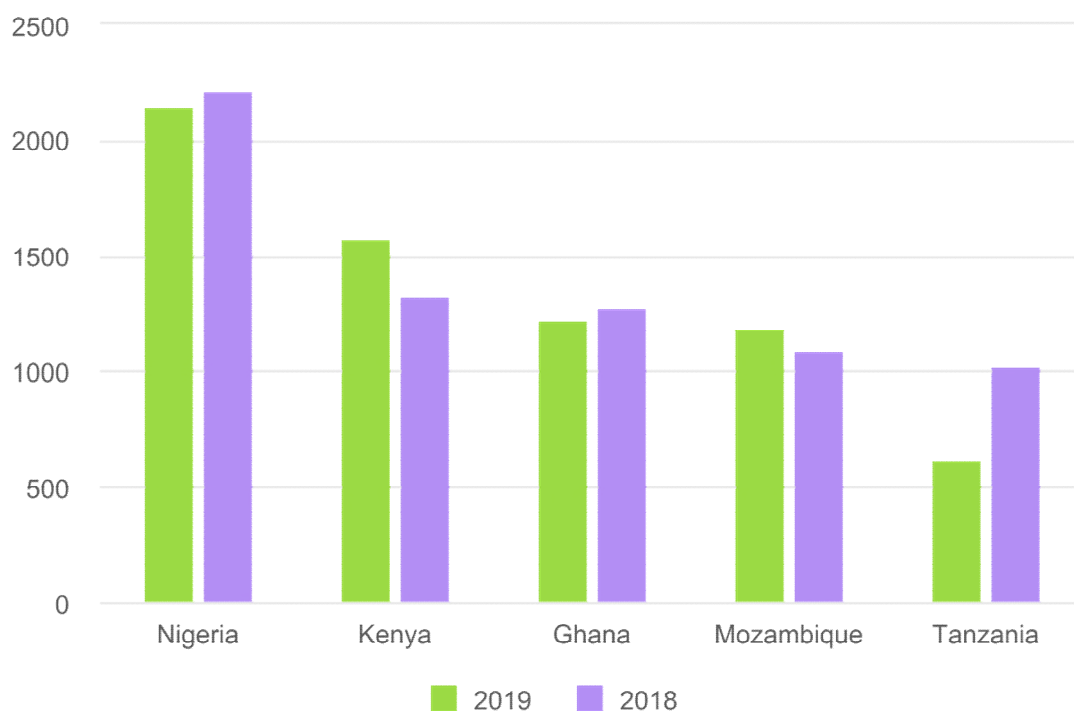
- political and commercial risk insurance;
- co-financing with multilateral institutions; and
- structures to mitigate transferability and convertibility risk such as collection, collateral and margining deposits outside the jurisdiction in question.

The primary management level governance committee overseeing this risk type is the Country Risk Management Committee. The principal governance documents are the country risk governance standard.

The risk distribution of cross-border country risk exposures is weighted towards European, Asian and North American low-risk countries, as well as sub-Saharan African medium- and high-risk countries.

The following graph shows the Group's exposure to the top five medium- and high-risk countries for 2019 and 2018. These exposures are in line with the Group's growth strategy, which focused on Africa.

Top five medium- and high-risk country EAD (USDm)



FUNDING AND LIQUIDITY RISK

Liquidity risk is defined as the risk that an entity, although solvent, cannot maintain or generate sufficient cash resources to meet its payment obligations in full as they fall due, or can only do so at materially disadvantageous terms.

The nature of the Group's banking and trading activities gives rise to continuous exposure to liquidity risk. Liquidity risk may arise where counterparties withdraw short-term funding or do not roll over funding, or in a case where liquid assets become illiquid as a result of a generalised disruption in the asset markets.

The Group liquidity management framework supports the measurement and management of liquidity, in all geographies across both the corporate and retail sectors to ensure that payment obligations can be met by the Group's legal entities under both normal and stressed conditions and that regulatory minimum

requirements are met at all times. This is achieved through a combination of maintaining adequate liquidity buffers, to ensure that cash flow requirements can be met, and ensuring that the Group's balance sheet is structurally sound and supportive of our strategy. Liquidity risk is managed on a consistent basis across the Group's banking subsidiaries, allowing for local requirements. Managing liquidity risk ensures that the Group has the appropriate amount, diversification and tenor of funding and liquidity to support its asset base at all times.

The primary management level governance committee overseeing liquidity risk is ALCO, which is chaired by the financial director. The principal governance documents are the liquidity risk governance standard and model risk governance framework.

Contingency funding plans

Contingency funding plans are designed to protect stakeholder interests and maintain market confidence in the event of a liquidity crisis. The plans incorporate an early warning indicator process supported by clear crisis response strategies

Early warning indicators cover bank-specific and systemic crises and are monitored according to assigned frequencies and tolerance levels.

Crisis response strategies are formulated for the relevant events. They address internal and external communications and escalation processes, liquidity generation management actions and operations, and heightened and supplementary information requirements to address the crisis event.

Liquidity stress testing and scenario analysis

Stress testing and scenario analysis are based on hypothetical as well as historical events. These are conducted on the Group's funding profiles and liquidity positions. The crisis impact is typically measured over a 30 calendar-day period as this is considered the most crucial time horizon for a liquidity event. This measurement period is also consistent with the Basel III LCR requirements.

Anticipated on- and off-balance sheet cash flows are subjected to a variety of bank-specific and systemic stresses and scenarios to evaluate the impact of unlikely but plausible events on liquidity positions. The results are assessed against the liquidity buffer and contingency funding plans to provide assurance as to the Group's ability to maintain sufficient liquidity under adverse conditions.

Internal stress testing metrics are supplemented with the regulatory Basel III LCR to monitor the Group's ability to survive severe stress scenarios.

Total contingent liquidity

Portfolios of highly marketable liquid instruments to meet regulatory and internal stress testing requirements are maintained as protection against unforeseen disruptions in cash flows. These portfolios are managed within ALCO-defined limits on the basis of diversification and liquidity.

The table that follows provides a breakdown of the Group's liquid and marketable instruments as at 31 December 2019 and 31 December 2018. Eligible Basel III LCR HQLA are defined according to the BCBS January 2013 LCR and liquidity risk monitoring tools framework. Managed liquidity represents unencumbered marketable instruments other than eligible Basel III LCR HQLA (excluding trading assets) which would be able to provide sources of liquidity in a stress scenario.

TOTAL CONTINGENT LIQUIDITY

	2019	2017
	Rbn	Rbn
Eligible LCR HQLA¹ comprising:	304.7	301.3
Notes and coins	16.5	20.3
Balances with central banks	37.1	42.6
Government bonds and bills	207.3	194.4
Other eligible assets	43.8	44.0
Managed liquidity	122.6	83.8
Total contingent liquidity	427.3	385.1
Total contingent liquidity as a % of funding-related liabilities (%)	29.1	27.6

¹ Eligible LCR HQLA considers any liquid transfer restrictions that will inhibit the transfer across jurisdictions.

Structural liquidity requirements

Net stable funding ratio

The Basel III NSFR became effective on 1 January 2018 with the objective to promote funding stability and resilience in the banking sector by requiring banks to maintain a stable funding profile in relation to the composition of its assets and off-balance sheet activities. The available amount of stable funding ("ASF") is defined as the portion of capital and liabilities expected to be reliable over the one-year time horizon considered by the NSFR. The amount of RSF is a function of the liquidity characteristics and residual maturities of the various assets (including off-balance sheet exposures) held by the bank. By ensuring that banks do not embark on excessive maturity transformation that is not sustainable, the NSFR is intended to reduce the likelihood that disruptions to a bank's funding sources would erode its liquidity position, increase its risk of failure and potentially lead to broader systemic risk.

Maturity analysis of financial liabilities by contractual maturity

The following table analyses cash flows on a contractual, undiscounted basis based on the earliest date on which the Group can be required to pay (except for trading liabilities and derivative liabilities, which are presented as redeemable on demand) and will, therefore, not agree directly to the balances disclosed in the consolidated statement of financial position.

Derivative liabilities are included in the maturity analysis on a contractual, undiscounted basis when contractual maturities are essential for an understanding of the derivatives' future cash flows. Management considers only contractual maturities to be essential for understanding the future cash flows of derivative liabilities that are designated as hedging instruments in effective hedge accounting relationships. All other derivative liabilities, together with trading liabilities, are treated as trading and are included at fair value in the redeemable on demand bucket since these positions are typically held for short periods of time.

The table also includes contractual cash flows with respect to off-balance sheet items. Where cash flows are exchanged simultaneously, the net amounts have been reflected.

	Redeemable on demand	Maturing within one month	Maturing between one to six months	Maturing between six to 12 months	Maturing after 12 months	Total Rm
2019						
Financial liabilities						
Derivative financial instruments	64,724	6	612	254	2,500	68,096
Instruments settled on a net basis	40,298	6	500	197	2,454	43,455
Instruments settled on a gross basis	24,426		112	57	46	24,641
Trading liabilities	83,718					83,718
Deposits and debt funding	856,174	315,553	34,564	23,398	236,545	1,466,234
Subordinated debt		795	2,958	5,538	18,528	27,819
Other		19,492		6,146	16,878	42,516
Total	1,004,616	335,846	38,134	35,336	274,451	1,688,383
Unrecognised financial liabilities						
Letters of credit and bankers' acceptances	15,104					15,104
Guarantees	79,202					79,202
Irrevocable unutilised facilities	73,940					73,940
Total	168,246					168,246
2018						
Financial liabilities						
Derivative financial instruments ¹	49,586	(1)	(198)	(152)	(232)	50,169
Instruments settled on a net basis ¹	31,016	(1)	(111)	(53)	(146)	31,327
Instruments settled on a gross basis	18,570		(87)	(99)	(86)	18,842
Trading liabilities	61,267					61,267
Deposits and debt funding	912,296	63,412	154,403	80,128	195,352	1,405,591
Subordinated debt		58	411	6,594	15,901	22,964
Other		18,196				18,196
Total	1,023,149	81,665	154,616	86,570	211,021	1,558,187
Unrecognised financial liabilities						
Letters of credit and bankers' acceptances	17,802					17,802
Guarantees	85,576					85,576
Irrevocable unutilised facilities	77,253					77,253
Total	180,631					180,631

Funding activities

Funding markets are evaluated on an ongoing basis to ensure that appropriate Group funding strategies are executed depending on the market, competitive and regulatory environment. The Group continues to focus on building its deposit base as a key component of its funding mix. Deposits sourced from South Africa and other major jurisdictions in the Africa Regions, Isle of Man and Jersey provide diversity of stable funding sources for the Group.

Primary funding sources are in the form of deposits across a spectrum of retail and wholesale clients, as well as loan and debt capital markets across the Group. Total funding-related liabilities increased from R1,393 billion in 2018 to R1,469 billion in 2019. The following table sets out the Group's funding-related liabilities composition as at 31 December 2019 and 31 December 2018.

FUNDING-RELATED LIABILITIES COMPOSITION¹

	2019	2018
	Rbn	Rbn
Corporate funding	437	418
Retail deposits ²	395	378
Institutional funding	324	305
Interbank funding	84	88
Government and parastatals	97	86
Senior debt	65	59
Term loan funding	37	29
Subordinated debt issued	23	21
Other liabilities to the public	7	9
Total funding-related liabilities	1469	1393

1 Composition aligned to Basel III liquidity classifications.

2 Comprises individual and small business customers.

MARKET RISK

Market risk is the risk of a change in the market value, actual or effective earnings or future cash flows of a portfolio of financial instruments, including commodities, caused by adverse movements in market variables such as equity, bond and commodity prices, currency exchange rates and interest rates, credit spreads, recovery rates, correlations and implied volatilities in all of these variables.

The governance management level committee overseeing market risk is the Group ALCO. The principal governance documents are the market risk governance standard and the model risk governance framework.

Trading book market risk

Trading book market risk is represented by financial instruments, including commodities, held in the trading book arising out of normal global markets' trading activity.

The Group's policy is that all trading activities are undertaken within the Group's global markets' operations.

The market risk functions are independent of the Group's trading operations and are accountable to the relevant legal entity ALCOs. ALCOs have a reporting line into Group ALCO.

All value-at-risk ("**VaR**") and stressed VaR ("**SVaR**") limits require prior approval from the respective entity ALCOs. The market risk functions have the authority to set these limits at a lower level.

Exposures and excesses are monitored and reported daily. Where breaches in limits and triggers occur, actions are taken by market risk functions to bring exposures back in line with approved market risk appetite, with such breaches being reported to management and entity ALCOs.

VaR and SVaR

The group uses the historical VaR and SVaR approach to quantify market risk under normal and stressed conditions.

For risk management purposes VaR is based on 251 days of unweighted recent historical data updated at least monthly, a holding period of one day and a confidence level of 95 per cent. The historical VaR results are calculated in four steps:

- calculate 250 daily market price movements based on 251 days' historical data. Absolute movements are used for interest rates and volatility movements, relative for spot, equities, credit spreads, and commodity prices;
- calculate hypothetical daily profit or loss for each day using these daily market price movements;
- aggregate all hypothetical profits or losses for day one across all positions, giving daily hypothetical profit or loss, and then repeat for all other days; and
- VaR is the 95th percentile selected from the 250 days of daily hypothetical total profit or loss.

Daily losses exceeding the VaR are likely to occur, on average, 13 times in every 250 days.

SVaR uses a similar methodology to VaR, but is based on 251-day period of financial stress which is reviewed quarterly and assumes a 10 day holding period and a worst case loss.

The ten -day period is based on the average expected time to reduce positions. The period of stress for SBG is currently the 2008/2009 financial crisis while, for other markets, more recent stress periods are used where the Group has received internal model approval, the market risk regulatory capital requirements is based on VaR and SVaR, both of which use a confidence level of 99 per cent. and a ten -day holding period.

Limitations of historical VaR are acknowledged globally and include:

- the use of historical data as a proxy for estimating future events may not encompass all potential events, particularly those which are extreme in nature;
- the use of a one-day holding period assumes that all positions can be liquidated or the risk offsets in one day. This will usually not fully reflect the market risk arising at times of severe illiquidity, when a one-day holding period may be insufficient to liquidate or hedge all positions fully; and
- the use of a 95 per cent. confidence level, by definition, does not take into account losses that might occur beyond this level of confidence.

VaR is calculated on the basis of exposures outstanding at the close of business and, therefore, does not necessarily reflect intra-day exposures. VaR is unlikely to reflect loss potential on exposures that only arise under significant market movements.

Trading book portfolio characteristics

VaR for the year under review

Trading book market risk exposures arise mainly from residual exposures from client transactions and limited trading for the Group's own account. In general, the Group's trading desks have maintained increased levels of market risk throughout 2019 when compared to 2018 aggregate normal VaR and aggregate SVaR.

TRADING BOOK NORMAL VaR ANALYSIS BY MARKET VARIABLE

	Normal VaR				
	Maximum ¹	Minimum ¹	Average	Closing	
	Rm	Rm	Rm	Rm	
2019					
Commodities risk		3	0	1	1
Foreign exchange risk		26	9	14	15
Equity position risk		18	4	8	11
Debt securities		28	15	21	23
Diversification benefits ²				(10)	(21)
Aggregate		53	22	34	29
2018					
Commodities risk		3	0	1	2
Foreign exchange risk		20	8	12	12
Equity position risk		12	2	6	8
Debt securities		33	12	17	20
Diversification benefits ²				(10)	(16)
Aggregate		37	17	25	25

¹ The maximum and minimum VaR figures reported for each market variable do not necessarily occur on the same day. As a result, the aggregate VaR will not equal the sum of the individual market VaR values, and it is inappropriate to ascribe a diversification effect to VaR when these values may occur on different days.

² Diversification benefit is the benefit of measuring the VaR of the trading portfolio as a whole, that is, the difference between the sum of the individual VaRs and the VaR of the whole trading portfolio.

Trading book issuer risk

Equity and credit issuer risk is assumed in the trading book by virtue of normal trading activity and is managed according to the Group's market risk governance standard. These exposures arise from, among others, trading in equities, debt securities issued by corporate and government entities as well as trading credit derivative transactions with other banks and corporate clients.

The credit spread and equity issuer risk is incorporated into the daily price movements used to compute VaR and SVaR, as mentioned above for issuer risk and transactions that incorporate material counterparty value adjustment and debit value adjustments.

The VaR models used for credit spread and equity issuer risk are only intended to capture the risk presented by historical day-to-day market movements, and therefore do not take into account instantaneous or jump to default risk. Issuer risk is incorporated in the standardised approach interest rate risk charge for SBSA and Africa Region entities. Excluding local currency government debt held by each legal entity, the largest issuer exposure in 2019 was R13.5billion (compared to R16.4 billion in 2018).

Stop-loss triggers

Stop-loss triggers are used to protect the profitability of the trading desks and are monitored by market risk on a daily basis. The triggers constrain cumulative or daily trading losses through acting as a prompt to a review or close-out positions.

Stress tests

Stress testing provides an indication of the potential losses that could occur under extreme but plausible market conditions, including where longer holding periods may be required to exit positions. Stress tests comprise individual market risk factor testing, combinations of market factors per trading desk and combinations of trading desks using a range of historical, hypothetical and Monte Carlo simulations.

Daily losses experienced during the year ended 31 December 2019 did not exceed the maximum tolerable losses as represented by the Group's stress scenario limits.

Backtesting

The Group backtests its VaR models to verify the predictive ability of the VaR calculations and ensure the appropriateness of the models within the inherent limitations of VaR.

Backtesting compares the daily hypothetical profit and losses under the one-day buy and hold assumption to the prior day's calculated VaR. In addition, VaR is tested by changing various model parameters, such as confidence intervals and observation periods to test the effectiveness of hedges and risk-mitigation instruments.

Regulators categorise a VaR model as green, amber or red and assign regulatory capital multipliers based on this categorisation. A green model is consistent with a satisfactory VaR model and is achieved for models that have four or less backtesting exceptions in a 12-month period at 99 per cent. VaR. All of the Group's approved models were assigned green status in 2018 and 2019. Two exceptions occurred in 2019 (2018: two) for 95 per cent. VaR and zero exceptions (2018: zero) for 99 per cent. VaR.

Specific business unit and product controls

Other market risk limits and controls specific to individual business units include permissible instruments, concentration of exposures, gap limits, maximum tenor, stop loss triggers price validation and balance sheet substantiation.

Interest rate risk in the banking book

Banking book-related market risk exposure principally involves managing the potential adverse effect of interest rate movements on banking book earnings (net interest income and banking book mark-to-market profit or loss) and the economic value of equity.

The Group's approach to managing interest rate risk in the banking book ("**IRRBB**") is governed by applicable regulations and is influenced by the competitive environment in which the group operates. The Group's treasury and capital management team monitors banking book interest rate risk on a monthly basis operating under the oversight of the Group ALCO.

Measurement

The analytical techniques used to quantify IRRBB include both earnings and valuation-based measures. The analysis takes into account embedded optionality such as loan prepayments and accounts where the account behaviour differs from the contractual position.

The results obtained from forward-looking dynamic scenario analyses, as well as Monte Carlo simulations, assist in developing optimal hedging strategies on a risk-adjusted return basis.

Equity risk in the banking book

Equity risk is defined as the risk of loss arising from a decline in the value of equity or an equity-type instrument held on the banking book, whether caused by deterioration in the underlying operating asset performance, net asset value, enterprise value of the issuing entity, or by a decline in the market price of the equity or instrument itself.

Though issuer risk in respect of tradable equity instruments constitutes equity risk, such traded issuer risk is managed under the trading book market risk framework.

Equity risk relates to all transactions and investments subject to approval by the group ERC, in terms of that committee's mandate, and includes debt, quasi-debt and other instruments that are considered to be of an equity nature.

For the avoidance of doubt, equity risk in the banking book excludes strategic investments in the Group's subsidiaries, associates and joint ventures deployed in delivering the Group's business and service offerings unless the Group financial director and Group CRO deem such investments to be subject to the consideration and approval by the Group ERC.

The table below illustrates sensitivity for all non-trading equity investments assuming a 10 per cent. shift in the fair value. The analysis is shown before tax.

MARKET RISK SENSITIVITY OF NON-TRADING EQUITY INVESTMENTS

	10% reduction in fair value	Fair value Rm	10% increase in fair value Rm
2019			
Equity securities listed and unlisted	3,906	4,340	4,774
Listed		145	
Unlisted		4,195	
Impact on profit and loss	(429)		429
Impact on OCI	(5)		5
2018			
Equity securities listed and unlisted	3,262	3,624	3,986
Listed		103	
Unlisted		3,521	
Impact on profit and loss	(356)		356
Impact on OCI	(7)		7

Foreign currency risk

The Group's primary non-trading related exposures to foreign currency risk arise as a result of the translation effect on the Group's net assets in foreign operations, intragroup foreign-denominated debt and foreign-denominated financial assets and liabilities.

The Group Foreign Currency Management Committee, a subcommittee of the Group Capital Management Committee, manages the risk according to existing legislation, South African exchange control regulations and accounting parameters. It takes into account naturally offsetting risk positions and manages the group's residual risk by means of forward exchange contracts, currency swaps and option contracts.

Hedging is undertaken in such a way that it does not constrain normal operating activities. In particular, for banking entities outside of the South African common monetary area, the need for capital to fluctuate with risk-weighted assets is taken into account.

The repositioning of the Group's NAV by currency, which is managed at a Group level, is a controlled process based on underlying economic views and forecasts of the relative strength of currencies, other than foreign operations.

Gains or losses on derivatives that have been designated as either net investment or cash flow hedging relationships in terms of IFRS are reported directly in other comprehensive income ("OCI"), with all other gains and losses on derivatives being reported in profit or loss.

Foreign currency risk sensitivity analysis

The table that follows reflects the expected financial impact, in rand equivalent, resulting from a 10 per cent. shock to foreign currency risk exposures, against ZAR. The sensitivity analysis is based on net open foreign currency exposures arising from foreign-denominated financial assets and liabilities inclusive of derivative financial instruments, cash balances, and accruals, but excluding net assets in foreign operations. The sensitivity analysis reflects the sensitivity of profit or loss on the group's foreign denominated exposures other than those trading positions for which sensitivity has been included in the trading book VaR analysis.

FOREIGN CURRENCY RISK SENSITIVITY IN ZAR EQUIVALENTS

		USD	Euro	GBP	NGN	Other	Total
2019							
Total net long/(short) position	Rm	298	90	25	1	49	463
Sensitivity (ZAR depreciation) ¹	%	10	10	10	10	10	
Impact on profit or loss	Rm	30	9	3	0	4	46
2018							
Total net long/(short) position	Rm	613	225	89	9	13	949
Sensitivity (ZAR depreciation) ¹	%	10	10	10	10	10	
Impact on profit or loss ²	Rm	61	22	9	1	1	94

¹A 10% appreciation in ZAR will have an equal and opposite impact on profit or loss to the amounts disclosed above.

²SBG expanded the disclosure of its non-trading foreign currency sensitivity to include foreign operations. This resulted in a restatement of expected profit of R82m and an increase in net long foreign exchange positions by R852 million in 2018.

INSURANCE RISK

Insurance risk is the risk that actual future underwriting, policyholder behaviour and expense experience will differ from that assumed in measuring policyholder contract values and in pricing products.

Insurance risk arises due to uncertainty regarding the timing and amount of future cash flows from insurance contracts. Insurance risk applies to life insurance operations housed in Liberty and the non-life insurance operations housed in Liberty and Standard Insurance Limited ("**SIL**").

Life insurance risk

The management and staff in all business units accepting insurance risk are responsible for the day-to-day identification, analysis, pricing, monitoring and management of insurance risk. It is also management's responsibility to report any material insurance risks, risk events and issues identified to senior management through certain pre-defined escalation procedures.

Liberty's head of actuarial control function, statutory actuaries (where applicable) and its insurance risk department provide independent oversight of compliance with Liberty's risk management policies and procedures, and the effectiveness of Liberty's insurance risk management processes.

Risk management takes place prior to the acceptance of risks through product development, pricing processes and at the point of sale. Risks continue to be managed through the measurement, monitoring and treatment of risks once the risks are contracted.

Non-life insurance risk

SIL writes mainly property, motor, accident and health insurance on a countrywide basis within South Africa. SIL's largest non-life insurance risk exposure emanates from the homeowners insurance book which makes up approximately 68 per cent. of the total gross written premium. The homeowners insurance product offering indemnifies, subject to any limits or excesses, the policyholder against loss or

damage to their own property and business interruption arising from this damage. Liberty writes medical expense insurance through Total Health Trust Limited to government employees and corporate customers in Nigeria. Medical expense cover is also provided via subsidiary Liberty Health Holdings (Pty) Limited, to customers in 22 African countries.

DESCRIPTION OF THE STANDARD BANK OF SOUTH AFRICA LIMITED

OVERVIEW

The Standard Bank of South Africa Limited ("**SBSA**") is the largest bank in South Africa (measured by assets) as at 31 December 2019. SBSA is a wholly-owned subsidiary of SBG. SBSA is a universal bank providing retail, corporate, commercial and investment banking services to individuals and companies across South Africa. SBSA considers itself to be both a strong domestic bank, and a cross-border bank, integrated within SBG's operations and business. SBSA plays a fundamental role in positioning the Standard Bank Group to capitalise on the pace of growth in African markets. SBSA is the head office for SBG's African focus and provides the springboard for SBG's strategy: the capacities developed by SBSA's South African operations provide the foundation of knowledge and experience required in markets in sub-Saharan Africa. As SBG's largest operating entity, SBSA provides balance sheet capacity on which to book deals executed in support of SBG's African strategy. All references herein to "**SBSA Group**" are to SBSA and its subsidiaries.

As at 31 December 2019, SBSA Group had total assets of R1,480,746 million (compared to R1,360,262 million as at 31 December 2018) and had loans and advances of R1,026,242 million for the year ended 31 December 2019 (compared to R966,335 million for the year ended 31 December 2018). As at 31 December 2019, SBSA Group had headline earnings of R16,646 million (compared to R15,971 million as at 31 December 2018) and had profit for the year attributable to the ordinary shareholder of R16,398 million (compared to R15,695 million for the year ended 31 December 2018).

Originally founded in 1862, SBSA was a member of Standard Chartered Bank group ("**Standard Chartered**") until 1987. Since that time, SBSA has focused on consolidating its position as the premier universal bank in South Africa, while its parent company, SBG, has an operational footprint in 20 African countries. SBG is a leading African integrated financial services group offering a full range of banking, investment, insurance and related services. SBG's vision is to be the leading financial services organisation in, for and across Africa by delivering exceptional client experiences and superior value.

SBG was listed on the Johannesburg Stock Exchange ("**JSE**"), operated by JSE Limited in 1970 and owns a controlling stake in the South African-listed, wealth management group, Liberty Holdings Limited. SBG operates as four business units: (1) Personal & Business Banking, (2) Corporate & Investment Banking, (3) Wealth and (4) Liberty. SBSA is the largest operating subsidiary by total assets and income within the SB Group and represents nearly all of SBG's South African operations in Personal & Business Banking, Wealth and Corporate & Investment Banking.

SBSA operates through three principal business lines:

- (1) Personal & Business Banking SA;
- (2) Corporate & Investment Banking SA; and
- (3) Wealth.

Personal & Business Banking SA provides banking and other financial services to individual customers and small-to-medium sized enterprises, in particular, mortgage lending, vehicle and asset finance, card products, transactional products, lending products and wealth products. SBSA also provides mobile phone and internet banking services. For the year ended 31 December 2019, Personal & Business Banking SA recorded profits attributable to the ordinary shareholder of R12,372 million, constituting 75 per cent. of SBSA Group's total profit for the year attributable to the ordinary shareholder (compared to R11,785 million and 75 per cent., respectively, for the year ended 31 December 2018). As at 31 December 2019, assets attributable to Personal & Business Banking SA constituted 40.7 per cent. of SBSA Group's total assets (41.8 per cent. as at 31 December 2018).

Corporate & Investment Banking SA provides corporate and investment banking services to governments, parastatals, large corporates, financial institutions and multinational corporates and includes global markets, transactional products and services, client coverage and investment banking. Corporate & Investment Banking SA contributed 32 per cent. of SBSA Group's profit for the year attributable to the ordinary shareholder for the year ended 31 December 2019 (compared to 27 per cent. for the year ended 31 December 2018) and constituted 58 per cent. of its total assets as at 31 December 2019 (compared to 57 per cent. as at 31 December 2018).

Wealth offers insurance, investment, and advisory capabilities to high net worth, retail, business and commercial and corporate clients.

SBSA is incorporated in South Africa as a limited liability company and operates under South African law. SBSA's registered address is 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg, PO Box 7725, Johannesburg 2000, South Africa (telephone number: + 27 11 636 9111).

HISTORY

SBSA is one of the oldest banks in South Africa having originally been incorporated in London as The Standard Bank of British South Africa Limited in 1862. The word "British" was dropped from SBSA's name in 1883. SBSA commenced operations in Port Elizabeth in 1863 and gradually expanded its geographic area of operation to include the whole of South Africa. In 1962, SBSA was formed and registered as a South African company, operating as a subsidiary of Standard Bank in London (subsequently to become Standard Chartered Bank plc).

SBSA is a wholly-owned subsidiary of SBG, formerly known as Standard Bank Investment Corporation Limited, which was established in 1969 as the holding company for SBSA. SBG continued as a member of Standard Chartered until 1987 when Standard Chartered plc sold its 39 per cent. ownership of SBG to Liberty Group Limited, transferring complete ownership of the holding company to local South African ownership.

CORPORATE STRUCTURE

The Group and relationship with SBSA

SBSA is both a strong domestic bank, which leverages the advantages of its size and scope, and a cross-border bank, fully integrated with the rest of the Group.

SBG is the ultimate holding company of the SB Group, which is South Africa's largest banking group by assets. SBG is a leading African integrated financial services group offering a full range of banking, investment and insurance and related financial services. SBG's strategic focus is on Africa, and SBG currently operates in 20 countries in sub-Saharan Africa.

The Group's competitive positioning as an African banking group which operates in a number of African countries and a strong resources focus gives Corporate & Investment Banking SA access to revenue opportunities beyond the borders of South Africa. It also provides commercial opportunities, experience, expertise, and intellectual capital from other SBG entities to Corporate & Investment Banking SA which both enhances the offering to clients and enables SBSA to better manage risk.

Investors should note that SBG is not a guarantor of, and will not guarantee, any Notes issued by SBSA under the Programme. Investors sole recourse in respect of any Notes issued by SBSA is to SBSA.

SBG has four business units: Personal & Business Banking, Corporate & Investment Banking, Wealth and Liberty. SBSA represents nearly all of SBG's South African operations in Personal & Business Banking, Wealth and Corporate & Investment Banking and is the largest operating subsidiary by total assets and income within the Group.

Personal & Business Banking provides banking and other financial services to individual customers and to small-to-medium sized enterprises in South Africa, African markets and the Channel Islands.

Corporate & Investment Banking provides banking services to clients including governments, parastatals, larger corporates, financial institutions and multinational corporates.

Wealth offers insurance, investment, and advisory capabilities to high net worth, retail, business and commercial and corporate clients.

Liberty provides life insurance and investment management solutions to individual customers, mainly in South Africa.

The following table sets out selected ratios and financial information in relation to SBG as at the dates indicated.

	31 December	
	2019	2018
Total headline earnings (Rm)	28,207	27,865
Dividends paid (Rm)	18,471	17,576
Total assets (Rm)	2,275,589	2,126,962
Loans and advances (Rm)	1,181,067	1,119,547
Non-performing exposure ratio	3.9	3.8
Return on equity (ROE) (%)	16.8	18.0
Credit loss ratio (%)	0.68	0.56
**Cost-to-income ratio (%)	56.4	57
Total capital adequacy ratio (phased in) ² (%)	16.7	16.0
Tier 1 capital adequacy ratio (phased in) ² (%)	14.7	14.1
Total capital adequacy ratio (fully-loaded) (%)	16.6	15.8
Tier 1 capital adequacy ratio (fully-loaded) (%)	14.5	13.6

¹ Banking Activities

Source: The financial information and ratios presented above have been extracted from SBG's consolidated audited financial statements and analysis of financial results booklet as at and for the years ended 31 December 2019 and 31 December 2018.

The following table sets out selected ratios and financial information in relation to each of SBG's principal business units as at the dates indicated.

	Personal & Business Banking¹		Corporate & Investment Banking		Wealth		Liberty	
	31 December		31 December		31 December		31 December	
	2019	2018	2019	2018	2019	2018	2019	2018
Headline earnings ² (Rm)	16,510	15,539	11,795	11,202	3,583	3,145	1,855	1,600
Return on equity (ROE) (%)	22.4	21.9	18.1	19.3	35.0	38.0	16.5	15.2
**Cost-to-income ratio (%)	59.2	60.4	53.7	54.4	NA	NA	NA	NA
Credit loss ratio (%)	0.89	0.81	0.32	0.16	NA	NA	NA	NA
Third party funds under management (Rbn)	NA	NA	NA	NA	NA	NA	738	718

¹ Wealth financials included in Personal & Business Banking

² For Liberty, the above represents headline earnings attributable to SBG

Source: The financial information and ratios presented above have been extracted from SBG's consolidated audited financial statements and analysis of financial results booklet as at and for the years ended 31 December 2019 and 31 December 2018.

Share capital and ownership

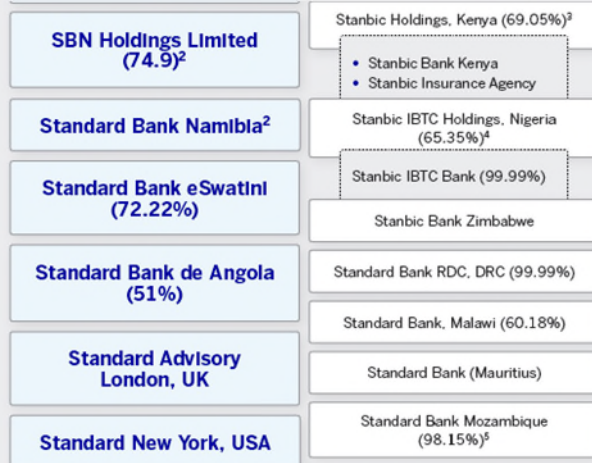
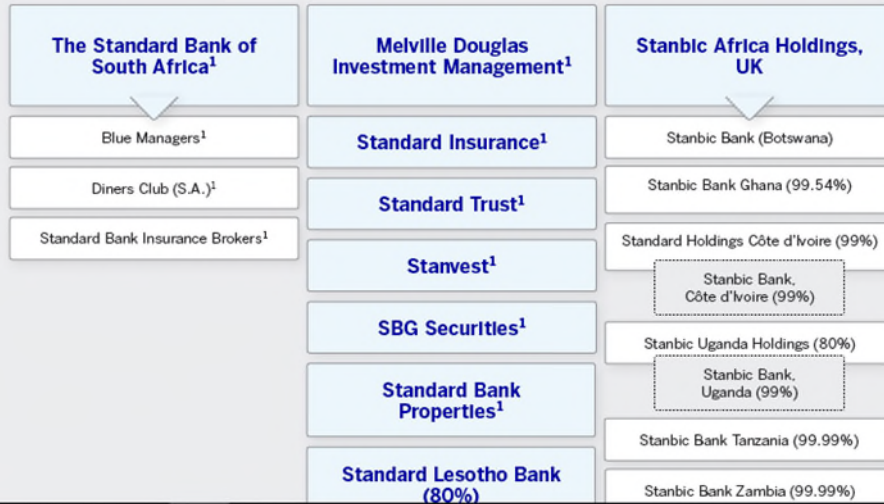
SBSA's authorised share capital is 80,000,000 ordinary shares with a par value of R1 each and 1,000,000,000 non-redeemable, non-cumulative, non-participating preference shares of R0.01 each. As at 31 December 2019, SBSA had issued share capital of 59,997,133 ordinary shares of R1 each, all of which are owned by SBG. The chart below presents SBG's corporate structure as at 31 December 2019:

Standard Bank Group Limited

The diagram depicts principal subsidiaries only. A full list of the group's subsidiaries and consolidated structured entities is available at the company's registered office. The holding in subsidiaries is 100% unless otherwise indicated.



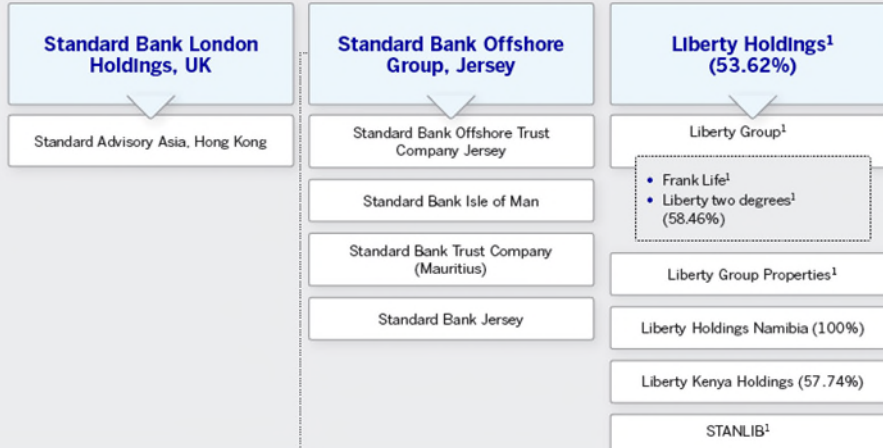
STANDARD BANK GROUP¹



¹ Refer to footnotes on the following page.



STANDARD BANK GROUP¹



- STANLIB Asset Management¹
- STANLIB Collective Investments¹
- STANLIB Fund Managers Jersey
- STANLIB Multi-Manager²
- STANLIB Wealth Management¹

1 Incorporated in South Africa.
 2 Following the listing of SBN Holdings Limited on the Namibian Stock Exchange in November 2019, SBG holds a legal shareholding of 74.9% but accounts for 84.47% of SBN Holdings Limited's attributable earnings as it retains control over the empowerment structure until 31 December 2019.
 3 Stanbic Holdings Ghana was incorporated to take transfer of certain financial services operations in Ghana, including Stanlib Ghana, and it is the group's intention, subject to necessary regulatory approvals, for Stanbic Holdings Ghana to hold Stanbic Bank Ghana in due course. Standard Holdings Ghana completed the 100% acquisition of Stanlib Ghana from Liberty Holdings Limited in 2019.
 4 Change in holding from 69.05% to 69.15%.
 5 Change in holding from 65.35% to 65.70%.

The diagram above depicts principal subsidiaries only. A full list of the group's subsidiaries and consolidated structured entities is available at the company's registered office. The holding in subsidiaries is 100% unless otherwise indicated. The holding in subsidiaries is 100% unless otherwise indicated.

As at 31 December 2019, the ten largest shareholders in SBG beneficially held 43.1 per cent. of SBG's ordinary shares. The table sets out the ten largest shareholders of SBG as at 31 December 2019 and 31 December 2018.

	2019		2018	
	<i>(million)</i>	<i>% holding</i>	<i>(million)</i>	<i>% holding</i>
Industrial and Commercial Bank of China	325.0	20.1	325.0	20.1
Government Employees Pension Fund (PIC)	215.0	12.3	199.7	12.3
Allan Gray Balanced Fund	26.2	1.8	29.7	1.8
Alexander Forbes Investments (prev. Investment Solutions)	24.3	1.6	25.8	1.6
Old Mutual Life Assurance Company	20.6	1.5	23.8	1.5
Vanguard Emerging Markets Stock Index Fund	19.3	1.4	22.1	1.4
GIC Asset Management	31.3	1.3	21.0	1.3
Vanguard Total International Stock Index Fund	21.4	1.2	19.4	1.2
Abu Dhabi Investment Authority	13.2	1.0	7.5	0.5
Government of Norway	14.4	0.9	14.8	0.9
	710.7	43.1	688.8	42.6

Source: The shareholdings in the table are determined from the share register and investigations conducted on SBG's behalf in terms of section 56 of the Companies Act. 71 of 2008.

STRATEGY

SBG divides its business structure into three business pillars: (1) Personal & Business Banking, (2) Corporate & Investment Banking, and (3) Wealth, which provides insurance, investments, fiduciary, specialised banking and multi-generational wealth preservation solutions directly and in partnership with the SB Group's subsidiary, Liberty Group. SBSA represents nearly all of SBG's South African operations in both Personal & Business Banking and Corporate & Investment Banking and is the largest operating subsidiary by total and assets and income within the SB Group.

SBG's strategic focus is on Africa. SBG regards SBSA's business in South Africa as its core operation, from which SBG develops its strategic focus in Africa. As SBG's largest operating subsidiary by total assets and income, SBSA's balance sheet is an important resource for the SB Group. Certain foreign currency transactions that are too large for the balance sheets of SB Group's other operations are funded by SBSA. This increases capital utilisation in South Africa. SBSA therefore cannot be viewed as self-standing or directly comparable to some of its domestic competitors as it carries assets from entities outside South Africa on its balance sheet and bears costs on its income statement that are attributable to SBG as well as related revenues where applicable.

SBSA benefits from diverse revenue streams deriving from its universal bank model, which offers retail, commercial and investment banking activities and wealth solutions. SBSA serves the full value chain of customers in South Africa and covers the spectrum from basic to complex financial services, and from mass market to high net worth individuals, while maintaining high standards of customer service and ensuring that delivery channels are cost effective. SBSA's cost-to-income ratio was 60.2 per cent, from 60.3 per cent in 2018.

The key elements of SBSA's strategy by business unit are as follows:

Personal & Business Banking SA

Transition to a digital financial services business

In 2019, 99 per cent. of transactions by volume by SBSA customers were conducted digitally. As the digital revolution transforms the way people bank, SBSA is providing its clients with simpler, more efficient payment and banking products and services through integrated channels, including mobile banking. SBSA completed its core banking transformation programme in 2017. It has improved its mobile and web platforms to provide clients with faster, simpler responses and to create an integrated banking and investment experience. Two-thirds of clients on SBSA's mobile application use it on average four times a week.

As a result of the shift to digital solutions, fewer customers use physical branches. SBSA has digitised approximately 80 per cent. of personal and 50 per cent. of small business branch services. In 2019, SBSA closed 90 branches and, through an enhanced voluntary severance package, reduced related headcount by 1,001 people. Services offered at branches are increasingly oriented toward solving complex problems while continuing to offer everyday banking products.

SBSA's convenient digital banking options include, amongst others, Instant Money, a digital wallet and money transfer platform, which reflected increased transactional volumes in 2019 by 18 per cent. to 27 billion transactions, with a turnover of R20 billion. SnapScan and Shyft offer users greater convenience and cheaper transaction rates than branch or ATM options and are safe and secure. SnapScan is a mobile payments application, providing South Africans with a convenient way to securely pay with their phones. Shyft is a smartphone application and debit card. Shyft allows SBSA customers to buy, send and store foreign currency (USD, EUR, GBP or AUD), directly from their mobile phone. Cardless cash deposits allow customers to deposit cash at an ATM without using an ATM card. Targeted remittance products enable affordable transfers across national borders.

UCount, SBSA's rewards programme, has provided redemptions and rewards of more than R2.8 billion since the programme's inception in November 2016, up until December 2019. Many clients earn rewards well in excess of the cost of their banking fees. As at 31 December 2019 there were 936,000 UCount clients compared with 863,000 clients as at 31 December 2018.

Use technology to improve efficiency, effectiveness and innovation

SBSA's transition to a digital financial services business involved substantial updates to its IT architecture, systems and processes, and changes to front-end client services to encourage greater digital uptake. Many processes are being automated and artificial intelligence and machine learning are increasingly being used to deliver value to customers.

The core banking transformation allows teams to originate new accounts faster and simplify processes. It supports the integration of operations, providing real-time banking and a single view of clients. It also strengthens risk management, enabling SBSA to comply with new regulatory requirements. Other important benefits include a robust anti-money laundering system and improved systems availability and security. SBSA's new digital security capabilities include real-time fraud detection and enhanced behavioural analytics.

SBSA has a sourcing and scouting model to identify fintech companies with the potential to provide solutions to better serve customers and businesses, while an internal fintech working group is tasked with identifying suitable fintech partners. SBSA's fintech investment portfolio includes utility providers, enhanced payment capabilities, lending businesses and technology providers.

SBSA prioritises the management of cyber risk and the security of client assets and it continues to invest in enhancing cyber resilience, including investing in improved capabilities to predict, prevent, detect and respond to cyber incidents. SBG's cybersecurity strategy and programme are aligned to security frameworks such as ISO27001, the US National Institute of Standards and Technology, the Information Security Forum's Standard of Good Practice for Information Security, and has been ratified by the Group Board. In 2019, the Group certified the Africa shared core banking platform against ISO27001. The Standard Bank Cyber Security Academy was launched in July 2019. The first cohort of 75 employees completed the programme at the end of 2019, gaining industry recognised accreditation from various security vendors.

Build excellence through engaged and committed people

SBSA remains focused on ensuring that its employees are committed to serving its clients, whether they deal with clients directly or support those who do. It provides best-practice people management and aims to create a workplace in which high performance is expected and recognised. SBSA supports continuous learning and development to ensure employees are equipped to meet the demands of a rapidly changing, increasingly digital business model. In 2019, 4,225 employees retrained as universal bankers to broaden their skills, in order to meet changing client needs. Approximately 1,500 employees enrolled in learnership programmes to build critical skills in areas including data analytics, IT, auditing and finance, and future skills such as data science, robotics, behavioural economics and cloud computing.

SBSA's management believe that engaged and committed people are crucial to delivering excellent client experiences. SBSA spent R645 million on staff training and development in 2019, compared to R710 million in 2018. This amounted to 2.7 per cent of staff costs. 30,980 SBSA employees participated in training programmes or courses in 2019 and 2,708 SBSA employees attended leadership development programmes.

SBG runs an annual group-wide employee survey. The "Employee Net Promoter Score" ("eNPS") for employees in South Africa fell from +23 to +14, largely in response to the uncertainty created by the restructuring of the PBB business in South Africa. Approximately 91 per cent. of employees in South Africa reported that they understood their contribution to the Group and 94 per cent. of employees said

that they enjoyed good working relationships with their colleagues. 86 per cent. of employees in South Africa reported feeling proud of being associated with the company.

SBSA has made concerted efforts to transform its workforce to more closely reflect the demographics of the markets it serves: 89 per cent. of junior management, 73.2 per cent. of middle management, 49.1 per cent. of senior management and 44.2 per cent. of top management were black people (African, Indian or Coloured) as at 31 December 2019. Black females remain underrepresented in senior and top management roles and this remains a focus area. SBG has set a target to increase the representation of women in executive positions in SBSA from 35 per cent. in 2018 to 40 per cent. by 2021.

Corporate and Investment Banking SA

SBSA's South African Corporate and Investment Banking unit continues to maintain SBSA's current market-leading position and defend its franchise against intensifying competition through increased innovation and flexibility. SBSA aims to remain positioned and resourced to participate in banking, finance, trading, transactional, investment and meeting the advisory needs of a wide range of multinational companies and local and regional businesses, financial institutions, governments and state-owned enterprises.

Organic Growth through client focus and capturing deal flow

SBSA's client coverage model is the cornerstone of its strategy and defines how it offers value to clients. Under this model, each client is allocated a relationship manager who establishes a client service team with representatives across Corporate & Investment Banking SA and the other business units as necessary in order to develop a comprehensive understanding of its clients' needs and prospects and to provide them with integrated financial services solutions.

SBSA continues to support the expansion of many corporate clients into African markets beyond South Africa.

Prioritise the delivery of transformation and diversity

People are the critical success factor in SBSA's efforts to maintain excellent client service and SBSA continues to focus on attracting and retaining quality employees, who are appropriately resourced, developed and empowered to fulfil the commitments made to clients. SBSA has intensified its focus on transformation and diversity. Based on feedback received from employees about obstacles to creating an inclusive workplace environment in South Africa, SBSA has introduced numeric targets to hasten the transformation of Corporate and Investment Banking SA's culture and its demographic make-up.

Focus attention and resources on initiatives that will get the basics right

SBSA continues to refine its processes to ensure a seamless experience for its clients, whilst mitigating risk and increasing efficiency. In 2019, SBSA's client satisfaction index rose to 8.2 from 8.0 in 2018. The client satisfaction index is the measurement of SBSA's clients' levels of satisfaction with SBSA. Client interviews are conducted via an independent subcontractor and take the form of telephonic or email surveys that are based on a structured questionnaire.

Focus on growing market share in the Wealth segment

SBSA's view is that a substantial Wealth business comprising insurance, investments, fiduciary and specialised banking is an essential component of a customer-centric universal bank. Equally, in the current regulatory environment, the Wealth business makes an important contribution to enhancing SBSA's return on equity and diversifying SBSA's earnings. SBSA Wealth works in partnership with Personal & Business Banking SA, Corporate and Investment Banking SA and Liberty to market wealth products and services through their distribution channels to their customers; and shares the Group's

support functions to achieve economies of scale. The strategy is executed through a client-focused operating model which was implemented in 2016 and is now fully embedded. The model uses data analysis and servicing and distribution capabilities to enable a deeper understanding of clients' behaviours and needs. Based on this knowledge, teams develop innovative products and channels and customised portfolios that are comprehensive, transparent and best suited to the individual needs of clients. There is a significant opportunity for SBSA to generate growth from its Wealth activities. During 2019, Wealth won numerous awards, including Best Private Bank for Customer Service in South Africa from The Banker, and Best Global Equity Fund in South Africa at the Morningstar Awards.

COMPETITIVE STRENGTHS

SBSA believes that it has the following competitive strengths:

Market position in key products

SBSA offers a wide range of retail, commercial and investment banking products and is one of the four major South African banks. According to the SARB BA 900 Filings as at 31 December 2019, in the 5 product categories tracked by the SARB, SBSA held a market share of 28.8 per cent. of mortgage lending at 31 December 2019 (compared to 29.1 per cent. as at 31 December 2018), 18.7 per cent. of vehicle and asset finance at 31 December 2019 (compared to 19.0 per cent. as at 31 December 2018), 25.1 per cent. of card debtors at 31 December 2019 (compared to 26.1 per cent. as at 31 December 2018), 20.6 per cent. of other loans and advances as at 31 December 2019 (compared to 21.8 per cent. as at 31 December 2018) and 22.6 per cent. of deposits at 31 December 2019 (compared to 22.3 per cent. as at 31 December 2018). According to the SARB BA 900 Filings as at 31 December 2019, SBSA's market share in mortgage loans and corporate priced deposits are the largest of the four major South African banks.

Diverse revenue sources

As a universal bank, SBSA is able to generate revenue from diverse sources including net interest income from its lending portfolio, fees and trading profits from corporate advisory services, foreign exchange and derivatives, stock and bond trading, brokerage reserve and transactional services.

Loan portfolio performance

SBSA Group's credit loss ratio increased slightly to 57 basis points in 2019 from 56 basis points in 2018. While SBSA's stage 3 loan coverage ratio decreased to 47 per cent. in 2019 from 53 per cent. in 2018, SBSA's non-performing loans as a percentage of total loans remained constant at 3.6 per cent. for both 2019 and 2018. Credit impairment charges increased by 3 per cent. to R5.7 billion (compared to R5.6 billion in 2018). Included in the credit impairment charge for the year ended 31 December 2019 is the release of interest in suspense for pre-legal and cured loan balances. Partially offsetting this, are net credit impairments releases of R238 million being recognised on financial investments and off-balance sheet exposures.

Experienced management team

SBSA's senior management has experience both at SBSA and at other institutions throughout the banking industry. SBSA's position in the market has allowed it to attract top managers from across the industry, both domestically and abroad. Managers are dedicated to the goals of the institution. A compensation structure that includes both short and long-term incentive plans assists in retaining key managers and leads to continuity in business operations.

Position within Standard Bank Group

SBSA is both a strong domestic bank, which leverages the advantages of its size and scope, and a cross-border bank, fully integrated with the rest of the Group.

The Group's competitive positioning as an African bank which operates in a number of African countries and strong resources-focus gives Corporate & Investment Banking SA access to revenue opportunities beyond the borders of South Africa. It also provides commercial opportunities, experience, expertise, and intellectual capital from other Group entities to Corporate & Investment Banking SA which both enhances the offering to clients and enables SBSA to better manage risk.

BUSINESS OF SBSA

Introduction

SBSA is a universal bank providing retail, corporate, commercial and investment banking services to individuals and companies across South Africa. SBSA has a broad franchise and is active in almost all banking markets in South Africa.

SBSA's principal business units are Personal & Business Banking SA, Corporate & Investment Banking SA and Wealth. A central support area (Other services) provides support functions to the two principal divisions, as well as advisory services.

As at 31 December 2019, the SBSA Group's total assets amounted to R1,480,746 million (compared to R1,360,262 million as at 31 December 2018), an increase of 8.9 per cent. For the year ended 31 December 2019, SBSA Group's profit for the year attributable to the ordinary shareholder increased by 4.5 per cent. to R16,398 million from R15,695 million for the year ended 31 December 2018.

For the year ended 31 December 2019, SBSA Group's total income increased by 2 per cent. to R71,503 million, driven by a 4 per cent. increase in net interest income driven by strong balance sheet growth which was supported by an increase in personal lending disbursements, favourable change in products and higher average interest rates, partly offset by increased funding costs. Overall non-interest revenue remained relatively consistent at R29,922 million for the year ended 31 December 2019 (compared to R29,987 million for the year ended 31 December 2018). Net fee and commission revenue decreased marginally to R20,991 million for the year ended 31 December 2019 (compared to R21,185 million for the year ended 31 December 2018), driven by the decline in transactional volumes as customers continued to migrate to digital platforms, in particular the SBG mobile app. SBG mobile app active users increased 55 per cent. to 2.0 million and the value of transactions executed via SBSA's mobile banking platform increased 46 per cent. to R382 billion. Instant Money continued to gain traction with customers; transactional volumes increased 18 per cent. to 26.7 million. Trading revenue for the year ended 31 December 2019 decreased by 1 per cent. driven by decreased foreign exchange and interest rates revenue attributed to the lack of volatility relative to 2018 and divergence of long- and short-term bond rates as well as lower commodity trading revenue as a result of reduced gains from commodity price movements. Other revenue for the year ended 31 December 2019 increased by 8 per cent. compared to the previous financial year, supported by an increase in gross written premium income in insurance driven by annual price increases and a shift in the portfolio to higher cover products and increased rental revenue from growth in the vehicle and asset finance fleet (VAF) portfolio. Other gains and losses decreased by 14 per cent. as a result of mark-to-market fair value adjustments on loans measured at fair value, coupled with the reduction of this portfolio.

Credit impairment charges for the year ended 31 December 2019 increased to R5.7 billion, a 3 per cent. increase from the year ended 31 December 2018 of R5.5 billion. The growth in credit impairment charges was largely driven by the deterioration of risk grades of corporate clients in South Africa. The elevated credit impairments for PBB was on the back of strong balance sheet growth particularly within unsecured lending.

Disciplined cost management resulted in low operating expenses growth of 2 per cent. despite the incurrence of costs on account of branch reconfigurations.

The following table shows selected ratios for SBSA Group as at, and for the years ended, 31 December 2019 and 31 December 2018:

	31 December	
	2019	2018
Income statement		
Total income (Rm)	71,503	69,818
Headline earnings (Rm)	16,646	15,971
Profit for the year attributable to ordinary shareholders (Rm)	16,398	15,695
Statement of financial position		
Gross loans and advances	1,054,048	995,603
Total assets	1,480,746	1,360,262
Total liabilities	1,374,029	1,259,062

Financial performance

Total gross carrying amount of default exposures	38,107	36,266
Total impairment charges for loans and advances ¹ (Rm)	5,962	5,425
Total Stage 1 and 2 credit impairment charge (Rm)	306	(900)
Total Stage 3 credit impairment charge (Rm)	5,656	6,325
Credit loss ratio (%)	0.57	0.56
Stage 3 exposures ratio (%)	3.6	3.6
Return on equity (%)	16.9	16.7
Loans - to- deposit ratio (%)	86.6	87.2
**Cost -to - income ratio (%)	60.2	60.3

¹ Includes post write-off recoveries and modification gains and losses.

The following table shows the contribution of the different divisions within SBSA Group to its major financial indicators as at, and for the years ended, 31 December 2019 and 31 December 2018:

	Personal & Business Banking SA*		Corporate & Investment Banking SA*		Other Services*	
	31 December		31 December		31 December	
	2019	2018	2019	2018	2019	2018
	<i>(Rm)</i>		<i>(Rm)</i>		<i>(Rm)</i>	
Total assets	602,044	568,997	866,061	775,940	12,641	15,325
Profit for the year attributable to the ordinary shareholder	12,372	11,785	5,258	4,314	(1,232)	(404)

Personal & Business Banking SA

SBSA Group's Personal & Business Banking SA business unit offers individual customers and small and medium enterprises a wide range of banking, investment and other financial services in South Africa. Products offered include mortgage lending, vehicle and asset finance, lending products, card products to individuals and small and medium sized businesses, transactional products, as well as wealth and bancassurance products.

At 31 December 2019, it operated 528 branches and loan centres and 6,678 ATMs and ANAs (Automated Notes Acceptors) across South Africa. It also provides mobile phone and internet banking services which are an important part of providing convenient access to banking and related products.

For the year ended 31 December 2019, Personal & Business Banking SA recorded profit for the year attributable to ordinary shareholders of R12,372 million, an increase of 5.0 per cent. compared to the year ended 31 December 2018. Net interest income of R32,489 million for the year ended 31 December 2019 constituted 61.9 per cent. of the division's total income (compared to R31,394 million and 61.8 per cent. for the year ended 31 December 2018), Non-interest revenue for the year ended 31 December 2019 amounted to R20,031 million, an increase of 3 per cent. compared to the year ended 31 December 2018, largely due to higher volumes of electronic banking transactions, particularly relating to ATM usage as well as "Instant Money and Business Online" transactions. Credit impairment charges for the year ended 31 December 2019 amounted to R5,039 million, an increase of 11.2 per cent. compared to the year ended 31 December 2018, attributed to strong asset growth and increased defaults as a consequence of the challenging economic climate in South Africa. Total operating expenses for the year ended 31 December 2019 amounted to R30,283 million, an increase of 1.6 per cent.

The following table presents a summary of Personal & Business Banking SA's main performance indicators for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
	<i>(Rm)</i>	
Net interest income	32,489	31,394
**Non-interest revenue	20,031	19,446
Total income	52,520	50,840
Credit impairment charges	(5,039)	(4,532)
Net income before operating expenses	47,481	46,308
Operating expenses	(30,283)	(29,804)
Staff costs	(10,144)	(9,825)
**Other operating expenses	(20,139)	(19,979)
Net income before capital items and equity accounted earnings	17,198	16,504
Share of profits from associates and joint ventures	37	36
Non-trading and capital related items	(73)	(46)
Net income before indirect taxation	17,162	16,494
Indirect taxation	(345)	(391)
Profit before direct taxation	16,817	16,103
Direct taxation	(4,281)	(4,177)
Attributable to non-controlling interest	(4)	0
Attributable to other equity instrument holders	(160)	(141)
Profit for the year attributable to ordinary shareholders	12,372	11,785
Headline earnings	12,427	11,819
Gross loans and advances	595,041	562,600
Total assets	602,044	568,997
Total liabilities	545,960	513,857

The following table presents selected ratios for Personal & Business Banking SA's for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
	(%)	
Credit loss ratio	0.88	0.83
Stage 3 Exposures	5.6	5.3

The following table presents the stage 3 exposures ratios for Personal & Business Banking SA's products for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
	(%)	
Stage 3 Exposures ratios:		
Mortgage loans	5.5	4.9
Vehicle and asset finance	4.4	3.7
Card debtors	4.3	5.6
Other loans and advances	7.5	7.6

Mortgage loans

Mortgage lending provides residential accommodation loans to individual customers. Gross mortgage loans increased 4.3 per cent. for the year ended 31 December 2019 to R357,182 million (compared to R342,511 million for the year ended 31 December 2018), constituting 60.0 per cent. of loans and advances by the Personal & Business Banking SA business unit compared to 60.9 per cent. for the year ended 31 December 2018.

Improved performance within the mortgage loans portfolio resulted in a decrease in the credit loss ratio to 0.20 per cent. for the year ended 31 December 2019 (compared to 0.24 per cent. for the year ended 31 December 2018), whilst credit impairment charges amounted to R711 million for the year ended 31 December 2019 (compared to R784 million for the year ended 31 December 2018). For the financial year ended 31 December 2019, R19,477 million of gross mortgage loans (5.5 per cent. of gross mortgage loans) are categorised as Stage 3 (compared to R16,899 million and 4.9 per cent. of gross mortgage loans for the financial year ended 31 December 2018).

Vehicle and asset finance

Vehicle and asset finance provides finance to retail market customers, finances vehicles and equipment to the business market and fleet solutions. As at 31 December 2019, gross loans and advances in vehicle and asset finance amounted to R84,948 million (compared to R79,343 million as at 31 December 2018), an increase of 7.0 per cent. The credit loss ratio for vehicle and asset finance increased to 0.99 per cent. for the year ended 31 December 2019 from 0.72 per cent. for the year ended 31 December 2018.

Card debtors

SBSA provides credit card facilities to individuals and businesses (credit card issuing) and merchant transaction acquiring services (card acquiring). The credit card product has been an important aspect of SBSA's strategic focus on the emerging middle-class consumer segment in South Africa. SBSA has developed sophisticated origination methods using internal and external data to identify existing and potential customers with suitable risk profiles for credit extension.

For the year ended 31 December 2019, SBSA's credit card debtors increased by 4.3 per cent. to R34,010 million (compared to R32,608 million for the year ended 31 December 2018). The credit loss ratio for gross card debtors decreased to 2.96 per cent. as at 31 December 2019, from 2.98 per cent. as at 31 December 2018 largely due to card issuing turnover as a result of higher customer utilisation following increases in credit limits.

Transactional products

Transactional products provides a comprehensive suite of transactional, savings, investment, trade, foreign exchange, payment and liquidity management solutions made accessible through a range of physical and electronic channels such as ATMs, internet banking, mobile banking, telephone banking and branches.

Lending products

Lending products offers lending products to retail and business markets. The business markets lending offerings constitute a comprehensive suite of lending products, structured working capital finance and commercial property finance solutions.

Wealth (including bancassurance) products

The Wealth offering includes short-and long-term insurance products, comprising simple embedded products (including homeowners' insurance, funeral cover, household contents and vehicle insurance, accident and health insurance, and loan protection plans sold in conjunction with related banking products) as well as complex insurance products (including life, disability and investment policies sold by qualified intermediaries). The financial solutions offered include financial planning and modelling, integrated fiduciary services (including will drafting and custody services), trust, other tailored banking and wealth management solutions to private high net worth individuals to meet their domestic and international needs.

Corporate & Investment Banking SA

The Corporate & Investment Banking SA business unit comprises four main product groupings, namely: Global Markets, Transactional Products and Services, Investment Banking and Client Coverage.

Corporate & Investment Banking SA offers a wide range of corporate and investment banking services including global markets, banking and trade finance, investment banking and advisory services. This business unit's clients include governments, parastatals, larger corporates, financial institutions and multinational corporates in South Africa and sub-Saharan Africa.

Corporate & Investment Banking SA's profit for the year attributable to the ordinary shareholder increased by 21.9 per cent. from R4,314 million for the year ended 31 December 2018 to R5,258 million for the year ended 31 December 2019. Non interest revenue decreased by 3.57 per cent. during 2019 impacted by a highly competitive market combined with a low growth environment. Credit impairment charges decreased by 33.2 per cent. during 2019 as a result of impairments released on off balance sheet exposure. Operating expenses increased by 2.17 per cent. to R13,252 million for the year ended 31 December 2019.

The value of the total gross loans and advances amounted to R458,846 million as at 31 December 2019 (compared to R432,035 million as at 31 December 2018), which represents 43.5 per cent. of SBSA's total gross loans and advances as at 31 December 2019 (compared to 43.4 per cent. of SBSA's total gross loans and advances as at 31 December 2018).

Global Markets

Global Markets comprises trading and risk management solutions across financial markets, including foreign exchange, money markets, interest rates, equities, credit and commodities.

Transactional Products and Services

Transactional products and services comprise a comprehensive suite of cash management, international trade finance, working capital and investor services solutions.

Investment Banking

Investment banking comprises a full suite of advisory and financing solutions, from term lending to structured and specialised products across equity and debt capital markets.

Client Coverage

Client Coverage provides in-depth sector expertise to develop relevant client solutions and foster client relationships.

The table below presents a summary of the CIB SA division's main performance indicators for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
	<i>(Rm)</i>	
Net interest income	10,413	9,268
Non-interest revenue	10,024	10,395
Total income	20,437	19,663
Credit impairment charges	(685)	(1025)
Net income after credit impairment charges	19,752	18,638
Revenue sharing agreements¹	(614)	(722)
Operating expenses	(13,252)	(12,970)
Staff costs	(4,507)	(4,357)
Other operating expenses	(8,745)	(8,613)
Net income before capital items and equity accounted earnings	5,886	4,946
Share of profits from associates and joint ventures	2	93
Non-trading and capital related items	(189)	(343)
Net income before indirect taxation	5,699	4,696
Indirect taxation	(141)	(148)
Profit before direct taxation	5,558	4,548
Direct taxation	(71)	(90)
Attributable to non-controlling interest	0	0
Attributable to other equity instrument holders	(229)	(144)
Profit for the year attributable to ordinary shareholders	5,258	4,314
Headline earnings	5,403	4,561
Gross loans and advances	458,846	432,035
Total assets	866,061	775,940
Total liabilities	814,392	727,707

¹Revenue sharing agreements are agreements that allow for the sharing of income with other SBG companies

The following table presents selected ratios for CIB SA for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
	(%)	
Credit loss ratio	0.20	0.21
Stage 3 exposure ratio	1.0	1.6

The following table presents selected financial information for Corporate & Investment Banking SA's products for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
Stage 3 Exposure ratios (%):		
Corporate and sovereign lending	1.2	2.1
Bank lending		
Credit loss ratios (%):		
Corporate and sovereign lending	0.25	0.28
Bank lending	0.010	
Gross loans and advances (Rm):		
Corporate and Sovereign Lending	372,103	337,851
Bank Lending	86,743	94,184

LOAN PORTFOLIO

Introduction

The SBSA Group extends advances to the personal, commercial and corporate sectors as well as to the public sector. Advances to individuals are mostly in the form of mortgages, vehicle and asset finance, card lending and overdrafts. A significant portion of SBSA's advances to commercial and corporate borrowers consist of advances made to companies engaged in manufacturing, finance and service industries.

As at 31 December 2019, SBSA Group's total net loans and advances to customers amounted to R1,054,048 million (compared to R995,603 million as at 31 December 2018), an increase of 6 per cent.

Expected credit losses on loans and advances amounted to R27,806 million for the year ended 31 December 2019, a decrease of 5 per cent. from the year ended 31 December 2018.

Loan portfolio by category of loans and advances

The following table sets out the composition of SBSA's advances by category of loan or advance as at 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018¹
	<i>(Rm)</i>	
Loans and advances measured at fair value through profit or loss	161	968
Net loans and advances measured at amortised cost	1,026,081	965,367
Gross loans and advances measured at amortised cost	1,053,887	994,635
Mortgage loans	357,182	342,511
Vehicle and asset finance	84,948	79,343
Card debtors	34,010	32,608
Corporate and sovereign lending	372,103	337,851
Bank lending	86,743	94,184
Other loans and advances	118,901	108,138
Credit impairments for loans and advances	(27,806)	(29,268)
Net loans and advances	1,026,242	966,335
Comprising:	1,054,048	995,603
Less: credit impairments	(27,806)	(29,268)

¹ Restated. During the year, the SBSA Group and SBSA revised the presentation of balances with fellow SBG companies (i.e. intergroup balances) in order to ensure consistency with the international banking sector.

Loan portfolio by industry sector

The following table sets out the composition of SBSA's advances by industry sector as at 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018¹
	<i>(Rm)</i>	
Segmental analysis – industry		
Agriculture	26,106	22,216
Construction	8,574	9,228
Electricity	22,540	16,629
Finance, real estate and other business services	304,214	323,095
Individuals ²	485,896	424,854
Manufacturing	55,897	54,307
Mining	29,539	25,367
Transport	37,359	30,089
Wholesale	57,474	46,664
Other services	26,449	43,154
Gross loans and advances	1,054,048	995,603

1 Restated. During the year, the SBSA Group and SBSA revised the presentation of balances with fellow SBG companies (i.e. intergroup balances) in order to ensure consistency with the international banking sector.

2 Includes mortgages.

Geographical concentration of loans

The following table sets out the distribution of SBSA's loans and advances by geographic area where the loans are recorded as at 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018
	<i>(Rm)</i>	
Segmental analysis by geographic area		
South Africa	891,100	826,350
Sub-Saharan Africa	81,544	69,693
Other countries	81,404	99,560
Gross loans and advances	1,054,048	995,603

1 Restated. During the year, the SBSA Group and SBSA revised the presentation of balances with fellow SBG companies (i.e. intergroup balances) in order to ensure consistency with the international banking sector.

Credit impairments for loan and advances

The tables below present a reconciliation of the credit impairments for loans and advances for the years ended 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018¹
	<i>Rm</i>	
Opening Expected Credit Losses ("ECL") - 1 January	29,268	28,171
Net ECL raised and released	6,898	6,058
Impaired accounts written off	(11,017)	(7,473)
Exchange and other movements	2,657	2,512
Closing ECL - 31 December	27,806	29,268
Comprising:		
Stage 1 ECL	3,931	4,671
Stage 2 ECL	5,908	5,133
Stage 3 ECL	17,967	19,464
	27,806	29,268

1 Restated. During the year, the SBSA Group and SBSA revised the presentation of balances with fellow SBG companies (i.e. intergroup balances) in order to ensure consistency with the international banking sector.

The table below sets out a segmental analysis of stage 3 loans and advances by industry as at 31 December 2019 and 31 December 2018.

	31 December	
	2019	2018¹
	<i>(Rm)</i>	
Segmental analysis of specific impairments by industry		
Agriculture	858	671
Construction	833	716
Electricity	61	467
Finance, real estate and other business services	1,430	1448
Individuals	13,121	11,813
Manufacturing	697	1173
Mining	109	145
Transport	211	390
Wholesale	481	2515
Other services	166	126
	17,967	19,464

1 Restated. During the year, the SBSA Group and SBSA revised the presentation of balances with fellow SBG companies (i.e. intergroup balances) in order to ensure consistency with the international banking sector.

Credit portfolio characteristics and metrics

Maximum exposure to credit risk

Debt financial assets at amortised cost and fair value through other comprehensive income as well as off-balance sheet exposure subject to an ECL are analysed and categorised based on credit quality using SBSA's master rating scale. SBSA uses a 25-point master rating scale to quantify the credit risk for each borrower (corporate asset classes) or facility (specialised lending and retail asset classes). Exposures within Stage 1 and 2 are rated between 1 to 25 in terms of SBSA's master rating scale. These ratings are mapped to probability of default ("PDs") by means of calibration formulae that use historical default rates and other data from the applicable Person & Business Banking SA portfolios. SBSA distinguishes

between through-the-cycle PDs and point-in-time PDs, and utilises both measures in decision-making, managing credit risk exposures and measuring impairments against credit exposures. Exposures which are in default are not considered in the 1 to 25-point master rating scale.

Default

SBSA's definition of default has been aligned to its internal credit risk management definitions and approaches. While the specific determination of default varies according to the nature of the product, it is generally determined (aligned to the Basel III definition) as occurring at the earlier of:

- where, in SBSA's view, the counterparty is considered to be unlikely to pay amounts due on the due date or shortly thereafter without recourse to actions such as the realisation of security; or
- when the counterparty is past due for more than 90 days (or, in the case of overdraft facilities in excess of the current limit).

SBSA does not rebut IFRS 9's 90 days past due rebuttable presumption.

A financial asset is considered to be in default when there is objective evidence of impairment. The following criteria are used in determining whether there is objective evidence of impairment for financial assets or groups of financial assets:

- significant financial difficulty of the borrower and/or modification (i.e. known cash flow difficulties experienced by the borrower);
- a breach of contract, such as default or delinquency in interest and/or principal payments;
- disappearance of active market due to financial difficulties;
- it becomes probable that the borrower will enter bankruptcy or other financial reorganisation; or
- where the group, for economic or legal reasons relating to the borrower's financial difficulty, grants the borrower a concession that the group would not otherwise consider.

Exposures which are overdue for more than 90 days are also considered to be in default.

GOVERNANCE OVERVIEW

SBSA's governance framework is derived from SBG's governance framework, which in turn is based on principles in the King Report on Corporate Governance for South Africa (King IV). This governance framework enables the board of directors of SBSA (the "**SBSA Board**") to balance its role of providing risk oversight and strategic counsel with ensuring adherence to regulatory requirements and risk tolerance. The SBSA Board is ultimately responsible for governance. The chairman is an independent non-executive and the roles of chairman and chief executive are separate. The board composition is both qualitatively and quantitatively balanced in terms of skills, demographics, gender, nationality, experience and tenure. There is a clear division of responsibilities ensuring that no one director has unfettered powers in the decision-making process.

The board has delegated certain functions to its committees in line with its governance framework. This enables the board to allocate sufficient time to all matters within its sphere, including execution of strategy and forward-looking agenda items. Each committee has a mandate, which the SBSA Board reviews at least once a year. Mandates for each committee set out its role, responsibilities, scope of authority, composition, terms of reference and procedures. The SBSA Board's committees include the directors' affairs committee; audit committee; risk and capital management committee; and SBSA large exposure credit committee. The SBSA Board monitors oversight over compliance through its board committees. The board has delegated the management of the day-to-day business and affairs of SBSA to

the Chief Executive. The executive committee assists the chief executive, subject to statutory parameters and matters reserved for the SBSA Board.

Board of Directors

As at 4 March 2020, SBSA is managed by one independent non-executive chairman, three non-executive directors, three executive directors and 12 independent non-executive directors.

The members of the SBSA Board as at the date of this Base Prospectus are listed below:

Name	Title	Year Joined SBSA Board
Thulani Gcabashe	Chairman, Independent, non-executive	2003
Jacko Maree	Deputy chairman, non-executive	2016
Maureen Erasmus	Independent, non-executive	2019
Geraldine Fraser-Moleketi	Independent, non-executive	2016
Trix Kennealy	Independent, non-executive	2016
Nomgando Matyumza	Independent, non-executive	2016
Priscillah Mabelane	Independent, non-executive	2020
Kgomotso Moroka	Non-executive	2003
Nonkululeko Nyembezi	Independent, non-executive	2020
Martin Oduor – Otieno	Independent, non-executive	2016
André Parker	Independent, non-executive	2014
Atedo Peterside	Independent, non-executive	2014
Myles Ruck	Independent, non-executive	2006
Peter Sullivan	Independent, non-executive	2013
John Vice	Independent, non-executive	2016
Lubin Wang	Non-executive director	2017
Lungisa Fuzile	Chief executive, SBSA	2018
Sim Tshabalala	Chief Executive, SBG	2008
Arno Daehnke	Executive – Group Financial Director	2016

Changes to the SBSA's Board

For the year under review, three new independent non-executive directors, Maureen Erasmus, Priscillah Mabelane and Nonkululeko Nyembezi were appointed to the SBSA Board. Dr Hau Hu, a non-executive director, resigned from the SBSA Board on 24 February 2020.

The business address of the members of the SBSA Board is SBSA's registered address, 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, PO Box 7725, Johannesburg 2000, South Africa.

Abridged curricula vitae of the members of the SBSA Board are set out below.

CHAIRMAN AND DEPUTY CHAIRMAN			
<p>Thulani Gcabashe / 62</p> <p><i>Chairman and independent non-executive director, Standard Bank Group (SBG) and The Standard Bank of South Africa (SBSA)</i></p>	<p>> BA (Botswana and Swaziland)</p> <p>> Master's degree in urban and regional planning (Ball State University, USA)</p>	<p>External directorships:</p> <p>> Built Environmental Africa Capital (chairman) and related entities</p> <p>> African Olive Trading 160</p> <p>> Lightsource (Pty) Ltd</p>	<p>DAC (chairman)</p> <p>GRCMC</p> <p>REMCO</p> <p>GSEC</p> <p>LEC</p>
<p>Jacko Maree / 64</p> <p><i>Deputy chairman, SBG and non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>21 November 2016</p>	<p>> BCom (University of Stellenbosch)</p> <p>> BA and MA (politics and economics) (Oxford)</p> <p>> PMD (Harvard)</p>	<p>Appointments held within the group:</p> <p>> Liberty Holdings (chairman)</p> <p>> Liberty Group (chairman)</p> <p>Other governing body and professional positions held:</p> <p>> China Investment Corporation – International advisory council</p> <p>> Special Envoy on Investments to RSA</p> <p>External directorships:</p> <p>> Nelson Mandela Children's Hospital</p> <p>> Phembani Group</p> <p>Previous roles:</p> <p>> chief executive of the group for more than 13 years</p> <p>> senior banker focusing on key client relationships</p>	<p>GMAC (chairman)</p> <p>GRCMC</p> <p>REMCO</p> <p>GSEC</p> <p>LEC</p>

LEAD INDEPENDENT DIRECTOR			
<p>Peter Sullivan / 72</p> <p><i>Lead independent director, SBG and non-executive director, SBSA</i></p> <p><i>Appointed:</i></p> <p>15 January 2013, appointed lead independent director 30 November 2017</p>	<p>> BSc (physical education) (University of New South Wales)</p>	<p>External directorships:</p> <p>> AXA China Region Insurance Company</p> <p>> AXA Asia</p> <p>> Techtronic Industries</p> <p>> Circle Holdings (chairman)</p> <p>Previous roles:</p> <p>> chairman of Healthcare Locums Plc</p> <p>> CEO of Standard Chartered Bank Africa</p> <p>> CEO of Standard Chartered Bank (Hong Kong) Limited</p>	<p>REMCO (chairman)</p> <p>GAC</p> <p>GTIC</p> <p>GRCMC</p>

EXECUTIVE DIRECTORS			
<p>Sim Tshabalala / 52</p> <p><i>Group chief executive, SBG and executive director, SBSA</i></p> <p><i>Appointed:</i></p> <p>7 March 2013</p>	<p>> BA</p> <p>> LLB (Rhodes University)</p> <p>> LLM (University of Notre Dame, USA)</p> <p>> HDip Tax (University of Witwatersrand)</p> <p>> AMP (Harvard)</p>	<p>Appointments held within the group:</p> <p>> Stanbic IBTC Bank (chairman)</p> <p>> Liberty Holdings</p> <p>> Liberty Group</p> <p>> Tutuwa Community Holdings</p> <p>Other governing body and professional positions held:</p> <p>> Institute of International Finance</p> <p>> International Monetary Conference</p> <p>> Palaeontological Scientific Trust</p>	<p>GTIC</p> <p>GSEC</p> <p>GMAC</p> <p>LEC</p>
<p>Arno Daehnke / 52</p> <p><i>Group financial director, SBG and executive director, SBSA</i></p> <p><i>Appointed:</i></p> <p>1 May 2016</p>	<p>> BSc, MSc (University of Cape Town)</p> <p>> PhD (Vienna University of Technology)</p> <p>> MBA (Milpark Business School)</p> <p>> AMP (Wharton)</p>	<p>Appointments held within the group:</p> <p>> Stanbic Africa Holdings</p> <p>Previous roles:</p> <p>> head of the group's treasury and capital management function</p>	<p>GTIC</p> <p>GMAC</p> <p>LEC</p>

NON-EXECUTIVE DIRECTORS			
<p>Maureen Erasmus / 59</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>12 July 2019</p>	<p>> BCom (University of Cape Town)</p>	<p>Other governing body and professional positions held:</p> <p>> African Leadership Institute</p> <p>External directorships:</p> <p>> Credit Suisse (UK)</p> <p>> PSI Global Healthcare</p> <p>> Mizuho International Plc</p>	<p>REMCO</p> <p>GAC</p>
<p>Geraldine Fraser-Moleketi / 59</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>21 November 2016</p>	<p>> Master's degree in public administration (University of Pretoria)</p> <p>> Doctorate in Philosophy (Honoris Causa) (Nelson Mandela University)</p> <p>> Fellow of the Institute of Politics (Harvard)</p>	<p>Other governing body and professional positions held:</p> <p>> UN economic and social council, committee of experts of public administration (chairman)</p> <p>> Nelson Mandela University (chancellor)</p> <p>> Mapungubwe Institute for Strategic Reflection</p> <p>> Government Technical Advisory Centre Winter School Advisory Panel</p> <p>External directorships:</p> <p>> Exxaro Resources</p> <p>Previous roles:</p> <p>> special envoy on gender at African Development Bank Cote d'Ivoire</p> <p>> director of the UN development programme's global democratic governance group</p> <p>> minister of Welfare and Population Development from 1996 to 1999, and Public Service and Administration from 1999 to 2008</p>	<p>DAC</p> <p>GRCMC</p> <p>GSEC</p>
<p>Trix Kennealy / 61</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>21 November 2016</p>	<p>> BCom (University of Pretoria)</p> <p>> BCom (Hons) (University of Johannesburg)</p>	<p>External directorships:</p> <p>> Sasol</p> <p>Previous roles:</p> <p>> chief financial officer of the South African Revenue Service</p> <p>> chief operating officer of ABSA corporate and business bank</p>	<p>GAC (chairman)</p> <p>GRCMC</p> <p>REMCO</p>

<p>Priscillah Mabelane / 46</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>1 January 2020</p>	<ul style="list-style-type: none"> > CA (SA) > BCom (Hons) (University of the North) > PGD accounting (University of Kwa-Zulu Natal) > HDip Tax (University of Pretoria) > AMP (Harvard) 	<p>External directorships:</p> <ul style="list-style-type: none"> > Shell and BP South African Petroleum Refineries (Pty) Limited <p>Previous roles:</p> <ul style="list-style-type: none"> > non-executive director of Vodacom Group Limited > CFO, BP Southern Africa > CFO Airports Company, South Africa 	
<p>Nomgando Matyumza / 57</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>21 November 2016</p>	<ul style="list-style-type: none"> > BCompt (Hons) (University of Transkei) > LLB (University of Natal) > CA (SA) 	<p>External directorships:</p> <ul style="list-style-type: none"> > Hulamin > Sasol <p>Previous roles:</p> <ul style="list-style-type: none"> > deputy chief executive at Transnet Pipelines > non-executive director on the boards of Cadiz Limited, Transnet SOC Limited, Ithala Development Finance Corporation and WBHO 	<p>GRCMC</p> <p>REMCO</p> <p>GAC</p>
<p>Kgomotso Moroka / 65</p> <p><i>Non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>1 July 2003</p>	<ul style="list-style-type: none"> > BProc (University of the North) > LLB (University of the Witwatersrand) 	<p>Other governing body and professional positions held:</p> <ul style="list-style-type: none"> > member of the Johannesburg Society of Advocates <p>External directorships:</p> <ul style="list-style-type: none"> > Kalagadi Manganese > Royal Bafokeng Platinum (chairman) > Temetayo (chairman) > Multichoice Group Limited > Multichoice South Africa Holdings > Netcare 	<p>GSEC (chairman)</p> <p>DAC</p> <p>GRCMC</p>

<p>Nonkululeko Nyembezi / 59</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>1 January 2020</p>	<ul style="list-style-type: none"> > BSc (Hons) (University of Manchester) > MSc (electrical engineering) (California Institute of Technology) > MBA (Open University Business School, UK) 	<p>External directorships:</p> <ul style="list-style-type: none"> > JSE Limited > Anglo American Plc > Macsteel Service Centres South Africa (Pty) Limited > CEO and executive director of Ichor Coal N.V 	
<p>Martin Oduor-Otieno / 63</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>1 January 2016</p>	<ul style="list-style-type: none"> > BCom (University of Nairobi) > CPA (Kenya) > Executive MBA (ESAMI/Maastricht Business School) > Honorary Doctor of Business Leadership (KCA University) > AMP (Harvard), > Fellow at the Institute of Bankers (Kenya) 	<p>Other governing body and professional positions held:</p> <ul style="list-style-type: none"> > SOS Children’s Villages International > fellow of the Institute of Certified Public Accountants (Kenya) <p>External directorships:</p> <ul style="list-style-type: none"> > GA Life Insurance Company > British American Tobacco Kenya > East African Breweries > Kenya Airways 	<p>GAC</p> <p>GSEC</p>
<p>Lubin Wang / 46</p> <p><i>Non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>1 June 2017</p>	<ul style="list-style-type: none"> > Bachelor’s degree in corporate finance (Fudan University) > Master’s degree in accounting and finance (London School of Economics and Political Science) 	<p>Other governing body and professional positions held:</p> <ul style="list-style-type: none"> > chief representative officer of ICBC African representative office <p>Appointments held within the group:</p> <ul style="list-style-type: none"> > ICBC Standard Bank Plc. <p>Previous roles:</p> <ul style="list-style-type: none"> > executive committee member, deputy head of finance, head of IT and strategic sourcing in ICBC (Argentina) > core member of the transitional committee of the acquisition project of Standard Bank Argentina 	<p>DAC</p> <p>GRCMC</p> <p>GTIC</p>

<p>André Parker / 69</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>14 March 2014</p>	<p>> BEcon (Hons)</p> <p>> Mcom (University of Stellenbosch)</p>	<p>External directorships:</p> <p>> Distell</p> <p>> Empresas Carozzi (Chile)</p> <p>Previous roles:</p> <p>> managing director, SAB Miller, Africa and Asia regions</p> <p>> chairman of Tiger Brands</p>	<p>DAC</p> <p>GTIC</p> <p>REMCO</p> <p>LEC</p>
<p>Atedo Peterside CON / 64</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed</i></p> <p>22 August 2014</p>	<p>> BSc (economics) (The City University, London)</p> <p>> MSc (economics) (London School of Economics and Political Science)</p> <p>> Owner/President Management Programme (Harvard)</p>	<p>Other governing body and professional positions held:</p> <p>> Endeavor High Impact Entrepreneurship (chairman)</p> <p>External directorships:</p> <p>> ANAP Holdings Ltd (chairman)</p> <p>> Cadbury Nigeria Plc (chairman)</p> <p>> Flour Mills of Nigeria Plc</p> <p>> Unilever Nigeria Plc</p> <p>> Nigerian Breweries Plc</p> <p>> ANAP Business Jets Ltd (chairman)</p>	<p>GAC</p> <p>GTIC</p> <p>REMCO</p>
<p>Myles Ruck / 64</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>18 January 2002</p>	<p>> BBusSc (University of Cape Town)</p> <p>> PMD (Harvard)</p>	<p>Appointments held in the group:</p> <p>> ICBC (Argentina) (vice chairman)</p> <p>External directorships:</p> <p>> The Bidvest Group Ltd</p>	<p>GRCMC (chairman)</p> <p>LEC (chairman)</p> <p>DAC</p>
<p>John Vice / 67</p> <p><i>Independent non-executive director, SBG and SBSA</i></p> <p><i>Appointed:</i></p> <p>21 November 2016</p>	<p>> BCom</p> <p>> CTA (University of Natal)</p> <p>> CA (SA)</p>	<p>External directorships:</p> <p>>Anglo American Platinum</p> <p>Previous roles:</p> <p>> senior partner at KPMG Inc. where he headed the firm's audit practice, IT audit and IT consulting departments. member of the board of Zurich Insurance South Africa Limited</p>	<p>GTIC (chairman)</p> <p>GAC</p> <p>GRCMC</p>

The board of SBSA has the same membership as that of SBG, except for Lungisa Fuzile, Chief executive, SBSA.

<p>Lungisa Fuzile / 52</p> <p>Chief executive, SBSA</p> <p><i>Appointed:</i></p> <p>2018</p>	<p>MCom (Natal), AMP (Harvard)</p>	<p>Appointments held within the Group:</p> <p>> The Standard Bank Tutuwa Community Foundation</p> <p>Previous roles:</p> <p>> Director general – National Treasury</p>	<p>LEC</p> <p>GMAC</p> <p>GSEC</p>
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Key:

DAC – Directors’ affairs committee **GAC** – Group audit committee **GRCMC** – Group risk and capital management committee **Remco** – Group remuneration committee **GMAC** – Group model approval committee **LEC** – SBSA large exposure credit committee

GTIC – Group technology and information committee **GSEC** – Group social and ethics committee

Conflicts of Interest

All of the directors of SBSA, with the exception of Lungisa Fuzile, are also directors or prescribed officers of SBG and they therefore also owe duties in that capacity to SBG as well as to SBSA. Since the directors of SBSA are also directors of SBG, it is unlikely but possible that decisions made by the directors which are in the best interests of SBG and/or the Group taken as a whole may not in every case be in the best interests of SBSA.

In addition, Myles Ruck, Arno Daehnke, Jacko Maree and Sim Tshabalala serve as directors of subsidiaries of SBG other than SBSA. These directors therefore also owe duties in that capacity to those companies as well as to SBSA. It is possible that the duties which these persons owe to those companies may potentially conflict with their duties to SBSA.

SBSA engages in transactions with some of entities in the Group, including transactions in the ordinary course of business.

SBSA's approach to managing compliance risk, including identifying and managing conflicts of interest, is proactive and premised on internationally-accepted principles of risk management. Its compliance risk management is a core risk management function and is overseen by the Group chief compliance officer. SBSA's compliance framework is based on the principles of effective compliance risk management as outlined in the Banks Act and recommendations from international policy-making bodies. SBSA is also subject to, and complies with, the applicable requirements of the South African Companies Act, 2008 (the "**Companies Act**") relating to potential conflicts of interest. These requirements include, amongst other things, an obligation on directors to file with the Group company secretary a list of all of their directorships and to declare the nature of any conflict of interest before the relevant matter is considered by the SBSA Board.

In addition, any director with a personal financial interest in any matter presented for consideration by the SBSA Board has to comply with section 75 of the Companies Act which provides, among others, that if a director of a company has a personal financial interest in respect of a matter to be considered at a meeting of the SBSA Board or knows that a related person has a financial interest in the matter, the director must disclose the interest and its general nature before the matter is considered and must not take part in the consideration of the matter. Such director is recused from the meeting.

Directors disclose their outside business interests as a standing agenda item at each meeting. Directors do not participate in the meeting when the board considers any matters in which they may be conflicted and

are excused from the meeting. In compliance with the provisions of the Companies Act, the group secretary maintains a register of directors' interests, which is tabled at the board meeting and any changes are submitted to the board as they occur.

EMPLOYEES

For the year ended 31 December 2019, the SBSA Group had 29,578 employees (compared to 31,662 employees for the year ended 31 December 2018). For the year ended 31 December 2019, approximately 57.2 per cent. of SBSA's employees worked in the Personal & Business Banking SA segment of SBSA (compared to 57.3 per cent. for the year ended on 31 December 2018) whereas 8.6 per cent. worked in the Corporate & Investment Banking SA segment during the same period (compared to 8.4 per cent. for the year ended on 31 December 2018); the remaining 34.2 per cent. of employees worked in the central and other services segment within SBSA (compared to 34.3 per cent. for the year ended on 31 December 2018).

A significant number of SBSA Group's non-managerial employees are represented by trade unions. SBSA Group has not experienced any significant strikes or work stoppages in recent years.

SBSA Group has developed employment policies to meet the needs of its different business segments in the locations in which they operate, embodying principles of equal opportunity. SBSA has a statement of business standards with which it expects its employees to comply, it encourages involvement of employees in the performance of the business in which they are employed and aims to achieve a sense of shared commitment.

COMPETITION

Competitors

As at 31 December 2019, there were 13 locally controlled banks, 5 foreign controlled banks, 4 mutual banks, 17 local branches of foreign banks and 30 foreign banks with approved representative offices in South Africa. According to the SARB BA 900 report for 31 December 2019, the banking sector in South Africa had total assets of R5.9 trillion as at 31 December 2019. SBSA's principal competitors are ABSA Bank Limited, FirstRand Bank Limited, and Nedbank Limited. Apart from SBSA, these represent the largest banks in South Africa. The following table sets out total assets and capital and reserve for each as at 31 December 2019.

	Total assets	Capital and reserves
	<i>(Rm)</i>	
ABSA Bank Limited	1,150,154	121,840
FirstRand Bank Limited	1,253,669	99,428
Nedbank Limited	1,048,122	98,449
The Standard Bank of South Africa Limited	1,410,421	106,717

Source: BA 900 filings – SARB, 31 December 2019

SBSA operates in a highly competitive environment. The economic pressures experienced in developed economies have caused banks based in those jurisdictions to seek out growth opportunities within South Africa. As banks in developed economies are often able to benefit from lower costs of funding, this has resulted in greater competition for SBSA within South Africa and other emerging markets.

CAPITAL ADEQUACY

SBSA's capital management function is designed to ensure that regulatory requirements are met at all times and that SBSA is capitalised in line with its risk appetite and target ranges, both of which are

approved by the SBSA Board. It further aims to facilitate the allocation and use of capital, such that it generates a return that appropriately compensates shareholders for the risks incurred. Capital adequacy is actively managed and forms a key component of SBSA's budget and forecasting process.

The South African Reserve Bank ("**SARB**") adopted the Basel III framework, subject to certain phase-in provisions as provided by the Basel Committee for Banking Supervision ("**BCBS**") from 1 January 2013. From 1 January 2019 the requirements that were subject to phase-in provisions have been fully implemented.

SBSA adopted IFRS 9 - Financial Instruments ("**IFRS 9**") from 1 January 2018. SBSA elected to adopt a three-year transition period, amortised on a straight-line basis, as provided by the SARB Directive 5/2017. IFRS 9 had a small impact on the SBSA's total capital adequacy due to the add-back to Tier II capital that is permitted for provisions that exceed the regulatory expected loss. The volatility that arose from the add-back due to the adoption of IFRS 9 is monitored on an ongoing basis.

The Basel III post-crisis reform proposals and the potential requirements for loss absorbing and recapitalisation capacity of systemically important banks may impact capital levels going forward. In South Africa, the implementation date for the more significant Basel III post crisis reform proposals was originally set for 1 January 2022. The SARB has since revised the implementation date to 1 January 2023 with transitional arrangements for the phasing-in of the aggregate output floor from 1 January 2022 to 1 January 2027. The Basel III post-crisis reform proposals provide for areas of national discretion and SBSA is, through relevant industry bodies, engaging the Prudential Authority (PA) on the South African implementation of the proposals.

SBSA manages its capital levels to support business growth, maintain depositor and creditor confidence, create value for shareholders, and ensure regulatory compliance. The main regulatory requirements to be complied with are those specified in the Banks Act and related regulations, which are aligned with Basel III.

Regulatory capital adequacy is measured through three risk-based ratios, namely common equity tier 1, tier 1 and total capital adequacy ratios which are calculated on the following basis:

- Common equity tier 1: ordinary share capital, share premium, retained earnings, other reserves and qualifying non-controlling interest less impairments divided by total risk weighted assets ("**RWA**").
- Tier 1: common equity tier 1 and other qualifying non-controlling interest plus perpetual, non-cumulative instruments with either contractual or statutory principal loss absorption features that comply with the Basel III rules divided by total RWA. Perpetual, non-cumulative preference shares that comply with Basel I and Basel II rules are included in tier 1 capital but are currently subject to regulatory phase-out requirements over a ten-year period, which commenced on 1 January 2013.
- Total capital adequacy: tier 1 plus other items such as general credit impairments and subordinated debt with either contractual or statutory principal loss absorption features that comply with the Basel III rules divided by total RWA. Subordinated debt that complies with Basel I and Basel II rules is included in total capital but is currently subject to regulatory phase-out requirements, over a ten-year period, which commenced on 1 January 2013.

RWA are calculated in terms of the Banks Act and related regulations, which are aligned with Basel III.

The SARB adopted the leverage framework that was issued by the BCBS in January 2014 with formal disclosure requirements commencing from 1 January 2015. The non risk-based leverage measure is designed to complement the Basel III risk-based capital framework. SBSA's leverage ratio inclusive of

unappropriated profit was 5.9 per cent. as at 31 December 2019 (compared to 5.9 per cent. as at 31 December 2018), in excess of the SARB minimum requirement of 4 per cent.

The following table sets out SBSA's Tier 1 and Tier 2 capital excluding unappropriated profit for the years ended 31 December 2019 and 31 December 2018, on a Basel III basis.

Basel III qualifying capital excluding unappropriated profits

	31 December	
	2019	2018
	<i>(Rm)</i>	
IFRS ordinary shareholders' equity	45,248	44,448
Retained earnings	55,086	52,321
Other reserves	841	881
Less: regulatory adjustments	(12,588)	(12,420)
Goodwill	(42)	(42)
Other intangible assets	(13,561)	(14,337)
Deferred tax assets	(1)	(11)
Other adjustments including IFRS 9 phase-in	1,016	1,970
Less: regulatory exclusions (unappropriated profits)	(9,912)	(11,966)
CET I capital	78,675	73,264
Qualifying other equity instruments	5,475	3,504
Tier I capital	84,150	76,768
Qualifying Tier II subordinated debt	20,431	18,580
General allowance for credit impairments	852	781
Less: regulatory adjustments - investment in Tier II instruments in other banks	(2,557)	(3,187)
Tier II capital	18,726	16,174
Total regulatory capital	102,876	92,942

Basel III risk-weighted assets and associated capital requirements

	RWA		Minimum capital requirements ¹
	2019	2018	2019
	<i>(Rm)</i>		<i>(Rm)</i>
Credit risk (excluding counterparty credit risk (CCR))	482,537	481,951	55,596
Of which: standardised approach ²	45,673	39,602	5,262
Of which: internal rating-based (IRB) approach	436,864	442,349	50,334
CCR	25,430	24,370	2,930
Of which: standardised approach for CCR	11,370	1,902	1,310
Of which: IRB approach	14,060	22,468	1,620
Equity positions in banking book under market-based approach	2,327	1,125	268
Securitisation exposures in banking book	463	658	53
Of which: IRB approach	463	465	53
Of which: IRB supervisory formula approach		193	
Market risk	46,770	50,720	5,389
Of which: standardised approach	32,182	36,886	3,708
Of which: internal model approach (IMA)	14,588	13,834	1,681
Operational risk	99,434	97,563	11,457
Of which: standardised approach	22,705	26,610	2,616
Of which: advanced measurement approach (AMA)	76,729	70,953	8,841
Amounts below the thresholds for deduction (subject to 250% risk weight)	12,610	12,999	1,453
	669,571		77,146

¹ Measured at 11.5 per cent. (2018: 11.1 per cent.) and excludes any bank-specific capital requirements. There is currently no requirement for the countercyclical buffer add-on in SA. The impact on the group's countercyclical buffer requirement from other jurisdictions in which the group operates is insignificant (buffer requirement of 0.0216 per cent.).

² Portfolios on the standardised approach relate to portfolios for which application to adopt the internal model approach has not been submitted, or for which application has been submitted but approval has not been granted.

The following tables detail SBSA's capital adequacy ratios for the years ended 31 December 2019 and 31 December 2018 on a Basel III basis including phased-in and fully loaded post IFRS 9 implementation.

Capital Adequacy Ratios (Phased-in)¹

	2019 SARB	Internal	Including		Excluding	
	minimum		target	unappropriated profits		unappropriated profits
	regulatory	ratios ³	2019	2018	2019	2018
	requirement ²	%	%	%	%	%
Total capital adequacy ratio	11.5	>15.0	16.8	15.7	15.4	13.9
Tier I capital adequacy ratio	9.3	>12.0	14.0	13.3	12.6	11.5
CET I capital adequacy ratio	7.5	11.0 - 12.5	13.2	12.7	11.7	10.9

Capital Adequacy Ratios (Fully Loaded)⁴

	2019 SARB	Internal	Including		Excluding	
	minimum	target	unappropriated profits		unappropriated profits	
	regulatory	ratios ³	2019	2018	2019	2018
	requirement ²	%	%	%	%	%
Total capital adequacy ratio	11.5	>15.0	16.8	15.7	15.4	13.9
Tier I capital adequacy ratio	9.3	>12.0	13.8	12.9	12.4	11.2
CET I capital adequacy ratio	7.5	11.0 - 12.5	13.0	12.4	11.5	10.6

¹ Capital adequacy ratios based on the SARB IFRS 9 phased-in approach.

² Excludes confidential bank-specific add-ons.

³ Including unappropriated profits.

⁴ Capital ratios based on the inclusion of the full IFRS 9 transactional impact.

Source: This information has been extracted from Annexure G of the SBG 2019 Risk and Capital Management Report

BASEL III

Banks in South Africa adopted Basel III with effect from 1 January 2013. Basel III aims to enhance financial stability globally by increasing the quality and level of capital to be held by banks, extending the risk framework coverage, by introducing new liquidity ratios and also a non-risk based leverage ratio. The Bank Supervision Department of the SARB (now referred to as the Prudential Authority ("PA")) commenced with its implementation from 1 January 2013 by way of the Regulations Relating to Banks, and Banks in South Africa have thus adopted the Basel III accord. The SB Group has approval from the PA to use the advanced internal ratings-based ("AIRB") approach for its credit portfolios in SBSA. For internal management purposes, the SB Group utilises AIRB measures and principles wherever possible. Further, the SB Group has approval from the PA to adopt the market-based approach for certain equity portfolios in SBSA and has approval for using the advanced measurement approach ("AMA") operational risk framework. Furthermore, the SB Group also has approval from the PA to use the "internal models approach" for most trading product groups and across most market risk types for SBSA.

In Basel III, the BCBS introduced significant changes to the Basel II framework, including, amongst others:

Capital

The quality, consistency and transparency of the capital base levels are increased. In the new framework, the regulatory deductions should mainly be applied to the common equity component of the capital base. Further, to be eligible as Tier I and Tier II capital, instruments need to meet more stringent requirements than were applied under Basel II.

The Basel III framework introduces a capital conservation buffer of 2.5 per cent. on top of these minimum thresholds. If a bank does not meet this buffer, constraints will be imposed on SBSA's capital distribution, such as dividends. Also, in periods of excess growth, banks will be required to hold an additional countercyclical buffer of up to 2.5 per cent. in order to avoid facing restrictions.

Leverage Ratio

The BCBS has also proposed a requirement that effective from 1 January 2018 the risk-sensitive capital framework be supplemented with a non-risk based measure, the leverage ratio (the "**Leverage Ratio**"). The Leverage Ratio is calculated as the Tier I capital divided by the exposure (being on and off-balance

sheet exposures, with certain adjustments for selected items such as derivatives). It is proposed that the final calibration of the Leverage Ratio and any further definition amendments will be implemented by 2023 in South Africa.

Liquidity

Another key component of the Basel III framework is the introduction of increased regulations for liquidity risks. The objective of the liquidity reform is to improve the banking sector's ability to absorb shocks arising from financial and economic stress, whatever the source, thereby reducing the risk of spillover from the financial sector to the real economy.

The BCBS has developed two new quantitative liquidity standards as part of the Basel III framework; namely the LCR (being phased-in from 1 January 2015) and the Net Stable Funding Ratio ("NSFR") (effective 1 January 2018). The LCR's objective is to measure SBSA's ability to manage short-term liquidity stress and ensure the appropriate holding of surplus qualifying liquid assets. The NSFR's objective is to measure the SBSA Group's long-term structural funding stability in order to address the structural liquidity mismatch inherent in banking operations. Both the LCR and NSFR calculations are subject to an observation period prior to implementation such that any unintended consequences can be identified.

The BCBS has also put a more stringent regulatory framework into place for the monitoring of intraday liquidity risk. Management of intraday liquidity risk forms a key element of a bank's overall liquidity risk management framework. The mandatory tools introduced by the BCBS are for monitoring purposes, and only international active banks will be required to apply them. National regulators will determine the extent to which the tools apply to banks that only operate domestically within their jurisdictions. Monthly reporting on the monitoring tools commenced on 1 January 2015.

Risk-Weighting (Finalised Basel III reforms)

On 7 December 2017 the BCBS published the Basel III finalised reforms for the calculation of RWA and a capital floor to be implemented on 1 January 2022. The date of implementation for these reforms was revised on the 27 March 2020 by the BCBS and has been deferred by one year to 1 January 2023. The accompanying transitional arrangements for the output floor has also been extended by one year to 1 January 2028. These reforms are the completion of work that the BCBS has been undertaking since 2012 to address inefficiencies that emerged from the financial crisis in 2008 and impacts both standardised and advanced internal models.

Reducing variation in the internal rating based ("IRB") approach for credit risk

The revised IRB framework constrains the use of the AIRB approach which allows banks to estimate the probability of default ("PD"), loss given default ("LGD"), exposure at default ("EAD") and maturity of an exposure for low default asset classes. These include exposures to large and mid-sized corporates, banks and other financial institutions, securities firms and public-sector entities. The relevant SB Group legal entities will now have to use the foundation IRB ("FIRB") approach for these exposures. The FIRB approach is more conservative as it applies fixed values to the LGD and EAD parameters. In addition, all IRB approaches are being removed for exposures to equities.

For the remaining asset classes, the revised IRB framework also introduces minimum "floor" values for bank-estimated IRB parameters that are used as inputs to the calculation of RWA. These include PD floors for both the FIRB and AIRB approaches, and LGD and EAD floors for the AIRB approach. The Committee agreed on various additional enhancements to the IRB approaches to further reduce unwarranted RWA variability, including providing greater specification of the practices that banks may use to estimate their model parameters.

Given the enhancements to the IRB framework and the introduction of an aggregate output floor, the BCBS has removed the 1.06 scaling factor that is currently applied to RWAs determined by the IRB approach to credit risk.

Standardised approach for credit risk

The revisions to the standardised approach for credit risk, enhances the regulatory framework by improving its granularity and risk sensitivity. It provides a more granular approach for unrated exposures to banks and corporates and a recalibration of risk weighting for rated exposures, a more risk-sensitive approach for real estate exposures based on their loan to value, separate treatment for covered bonds; specialised lending; and exposures to SME's, a more granular risk weight treatment for subordinated debt and equity exposures, and a recalibration of credit conversion factors for off balance sheet exposures.

Credit Valuation Adjustment ("CVA") risk capital charge

The initial phase of Basel III reforms introduced a capital charge for potential mark-to-market losses of derivative instruments as a result of the deterioration in the creditworthiness of a counterparty.

The final reforms introduce two new approaches for the calculation of the CVA risk capital charge which are a basic approach (full version including CVA hedges, or reduced version) and a standardised approach based on the fundamental review of the trading book market risk standardised approach with minimum requirements sensitivity calculations. The changes also include a €100 billion threshold for a simplified treatment (double counterparty credit risk capital requirement) and new eligibility requirements for CVA hedges.

Operational risk

The BCBS has streamlined the operational risk framework. The AMAs for calculating operational risk capital requirements (which are based on banks' internal models) and the existing standardised approaches are replaced with a single risk-sensitive standardised approach to be used by all banks.

The new standardised approach for operational risk determines a bank's operational risk capital requirements based on two components comprising a measure of a bank's income and a measure of historical losses experienced by the bank. Conceptually, it assumes that operational risk increases at an increasing rate with a bank's income and banks which have experienced greater operational risk losses historically are assumed to be more likely to experience operational risk losses in the future.

Output floor

The Basel III reforms replace the existing Basel II floor with a floor based on the revised Basel III standardised approaches. Consistent with the original floor, the revised floor places a limit on the regulatory capital benefits that a bank using internal models can derive relative to the standardised approaches. In effect, the output floor provides a risk-based backstop that limits the extent to which banks can lower their capital requirements relative to the standardised approaches.

This helps to maintain a level playing field between banks using internal models and those on the standardised approaches. It also supports the credibility of banks' risk-weighted calculations and improves comparability via the related disclosures.

Under the revised output floor, banks' risk-weighted assets must be calculated as the higher of

- a. total RWA calculated using the approaches that the bank has supervisory approval to use in accordance with the Basel capital framework (including both standardised and internal model-based approaches); and
- b. 72.5 per cent. of the total risk-weighted assets calculated using only the standardised approaches.

The date of implementation for the output floor was revised on the 27 March 2020 by the BCBS and has been deferred by one year to 1 January 2023. The accompanying transitional arrangements for the output floor has also been extended by one year to 1 January 2028. The PA is still to align its proposed date of implementation for the output floor from 1 January 2022 to the BCBS revised date of 1 January 2023, and accordingly the transitional arrangements for the output floor.

Risk-Weighting (Other Basel III reforms)

Counterparty Credit Risk

The BCBS has finalised the rules for the standardised approach for counterparty credit risk ("**SA-CCR**"). From 1 October 2020, the proposed PA implementation date, SA-CCR will be used to calculate the counterparty credit risk exposure associated with over-the-counter ("**OTC**") derivatives, exchanges traded derivatives and long settlement transactions. The new SA-CCR is more risk sensitive than previously, limits the need for discretion by national authorities, minimises the use of banks' internal estimates and avoids undue complexity.

Securitisation Framework

The BCBS has finalised changes to the Basel securitisation framework. The new framework, to be implemented by 1 January 2021, the proposed PA implementation date, provides a revised set of approaches for determining the regulatory capital requirements in relation to securitisation exposures with the following aims: reducing mechanistic reliance on external ratings; increasing risk weights for highly rated securitisation exposures; reducing risk weights for low-rated securitisation exposures; reducing cliff effects (where small changes in the quality of an underlying pool of securitised exposures quickly leads to significant increases in capital requirements); and making the framework more risk-sensitive.

Fundamental Review of the Trading Book

Some initial measures to improve market risk were introduced by the BCBS in 2009 (known as "Basel 2.5"). The BCBS recognised that these incremental changes to the market risk framework were only temporary, and that further measures were required to improve trading book capital requirements. The new market risk framework ("**Fundamental Review of the Trading Book**") was published on 14 January 2016. The framework was thereafter revised on the 14 January 2019 to address issues that the Basel Committee identified in the course of monitoring the implementation and impact of the framework. The proposed implementation date for South Africa is 1 January 2023.

Large Exposure Framework

The BCBS published the final standard that sets out a supervisory framework for measuring and controlling large exposures on the 15 April 2014. The proposed implementation date for South Africa is 1 January 2021. The large exposure framework protects banks from significant losses caused by the sudden default of an individual counterparty or a group of connected counterparties. The framework was designed so that the maximum possible loss a bank could incur if such a default were to occur would not endanger the bank's survival as a going concern. In cases where the bank's counterparty is another bank, large exposure limits will directly contribute towards the reduction of system-wide contagion risk. Large Exposure is defined as an exposure that is equal to or above 10 per cent. of a bank's eligible capital base. Eligible capital base is defined as Tier 1 capital as defined under the Basel III framework. The sum of all the exposure values of a bank to a single counterparty or to a group of connected counterparties should not be higher than 25 per cent. of the bank's available eligible Tier 1 capital base. A tighter limit of 15 per cent. of Tier 1 capital will apply to inter-GSIBs exposures.

Interest Rate Risk in the Banking Book ("IRRBB")

Arising from the Fundamental Review of the Trading Book, the Bank of International Settlement appointed a team to evaluate and refine the existing Pillar 2 treatment for spread risk in the banking book. In April 2016 the BCBS issued standards for IRRBB (the "**revised Standards**"). The revised Standards revise the BCBS' 2004 "Principles for the management and supervision of interest rate risk", which set out supervisory expectations for banks' identification, measurement, monitoring and control of IRRBB as well as its supervision. The revised Standards also introduced a strengthened Pillar 2 approach. The newly revised Standards for IRRBB cover the enhanced requirements over 12 principles. Nine principles are directed to banks including identification of IRRBB, sound methodologies, risk appetite and limits, internal reporting, external disclosures, data, controls and model risk management. Three principles are directed to supervisors and focus on review of soundness of banks' IRRBB management, collaboration among supervisors and identification of outlier banks.

The proposed implementation date for South Africa is 1 June 2022.

Systemically important financial institutions ("SIFIs")

The guidance developed by the BCBS and the Financial Stability Board form the basis for the requirements of domestic systemically important banks in South Africa. South African banks have developed their recovery plans in line with global standards. The specific "domestic systemically important" bank capital requirements have been applied to the relevant banks from 1 January 2016.

Recovery plans focus on plausible management or recovery actions that can be taken to reduce risk and conserve capital during times of severe stress. Resolution plans are typically developed by the supervisor with the objective of ensuring that SIFIs are resolvable and will not become a burden to tax-payers.

Although the Basel III phase-in approach affords SBSA a period of time before full compliance is required, SBSA maintains a strong focus on achieving these liquidity and capital requirements within the specified timelines. Specific areas of focus include optimising capital and liquidity allocation between product lines, trading desks, industry sectors and legal entities such that financial resources can be allocated in a manner that enhances the overall group economic profit and return on equity, embedding risk-adjusted performance measurement into the performance measurement and reporting processes of the SB Group; and ensuring that the SB Group is adequately positioned to respond to changing regulatory rules under Basel III.

LEGAL PROCEEDINGS

There are no governmental, legal or arbitration proceedings (nor are there any such proceedings which are pending or threatened of which SBSA is aware) which may have, or have during the 12 months prior to the date of this Base Prospectus had, a significant effect on the financial position or profitability of SBSA and/or the SBSA Group. SBSA and its subsidiaries have sued and are defendants in a number of legal proceedings incidental to their operations. While any litigation has an element of uncertainty, SBSA does not expect that the outcome of any such proceeding, either individually or in aggregate, will have a material adverse effect upon the SBSA Group's consolidated financial position or results.

PROPERTY

As at 31 December 2019, SBSA Group held freehold title (net book value) to land and property of R2,994 million (compared to R3,020 million as at 31 December 2018).

INSURANCE

SBSA has a comprehensive insurance programme with cover for bankers' bond, computer crime, professional indemnity, directors' and officers' liability, assets and liabilities. An annual benchmarking

review of policy wording, covers and limits ensures that the level of risk mitigation is adequate in relation to SBSA's risk profile.

All insurance cover is placed at SBG level to maximize on economies of scale and to ensure all business units are included.

INFORMATION TECHNOLOGY

With the significant impact of the digital revolution, consumers and businesses are being forced to change the way they interact. Technology is central to SBSA's ability to adapt to a changing world and create sustainable long-term value for SBSA's stakeholders. SBSA regards technology as a strategic asset which supports, sustains and enables growth and operational excellence.

SBSA's technology strategy is aligned to, and a key enabler of SBSA and the Group's strategic vision. The key elements of SBSA's technology strategy are focused on embedding a client-centric culture which is aimed at ensuring that SBSA's systems are "always on" (available to our customers) and secure (through managing the risk of unauthorised security breaches), systems adopt a universal financial services organisation view, enabling the digital transformation of SBSA, driving the simplification of SBSA's systems, and in having the right, engaged employees to deliver on the strategy.

Management believes that SBSA's overall technology stability is currently acceptable with significant volumes noted across SBSA's digital offerings. This includes an 11 per cent. increase in volumes and a 10 per cent. increase in values (processing approximately 145 million transactions per month to a total value of R96 billion) and a 28 per cent. year on year decrease in material system stability incidents in South Africa.

Technology governance functions provide oversight of technology within the Group to ensure that technology contributes to creating sustainable value both in the short and long term. The SBG Board is responsible for ensuring that prudent and reasonable steps have been taken regarding technology governance. The Group technology committee is an SBG Board committee with responsibility for ensuring the implementation of the technology governance framework across Group. The committee has the authority to review and provide guidance on matters related to the SBSA's technology strategy, budget, operations, policies and controls, SBSA's assessment of risks associated with technology, including disaster recovery, business continuity and technology security, as well as oversight of significant technology investments and expenditure.

The committee is chaired by an independent SBG Board member, who is also a member of the Group risk and capital management committee. The chief information officers of each business unit within SBSA are accountable to their chief executives as well as to the Group chief information officer to ensure that the technology strategy is aligned and integrated with the business strategies.

REGULATION

General regulatory requirements

SBSA is subject to the Banks Act and is supervised by the Financial Conglomerate Supervision Department.

SBSA holds a full banking licence granted by the SARB. It is an authorised dealer in foreign exchange in terms of the Exchange Control Regulations of the SARB.

Please see "*Risk Factors - The impact of any future change in law or regulation on the Issuer's business is uncertain*" on pages 15 to 16.

Anti-money laundering regulatory requirements

SBSA is committed to and supports global efforts to combat money laundering ("**ML**") and terrorist financing ("**TF**"). Consequently, SBSA has implemented the Group Money Laundering Control Policy, and approved standards and procedures to ensure compliance with its legislative obligations in respect of anti-money laundering ("**AML**") and combating the financing of terrorism ("**CFT**") requirements. Meeting ML and TF control requirements imposes significant obligations in terms of client identification and verification, record keeping, staff training and the detection and reporting of suspicious and unusual transactions. Minimum standards are implemented throughout SBSA, while particular emphasis is placed on implementing bespoke ML/TF controls which are designed to mitigate the risks identified in country and business risk assessments. SBSA continues to enhance and automate its ML and TF detection measures, and has a dedicated AML surveillance team that is responsible for receiving, evaluating and reporting suspicious or unusual transactions and activities to the appropriate authorities. This team has taken the approach of full co-operation with law enforcement agencies from an information sharing perspective, while still ensuring that it operates within the parameters defined by legislation.

Anti-bribery and corruption requirements

Anti-bribery and corruption (ABC) policies are implemented across SBSA. SBSA is committed to the highest level of ethical behaviour, and has a zero-tolerance approach towards bribery and corruption. SBSA has designed and implemented an anti-bribery management system to ensure compliance with ABC laws. These laws include, but are not limited to, the South African Prevention and Combating of Corrupt Activities Act No.12 of 2004, the UK Bribery Act and the U.S. Foreign Corrupt Practices Act.

SBSA has developed and implemented an ABC compliance programme which is aligned with global best practice (in particular the ABC guidance that has been issued by the Organisation for Economic Co-operation and Development). Programme activities include periodically providing inputs to the Group ABC risk assessment process and implementing updates to the ABC policy.

Furthermore, all SBSA staff are required to complete ABC general awareness training annually. Regular reviews of the effectiveness of the ABC programme are conducted in the form of a combined assurance approach to monitoring activities.

RISK MANAGEMENT

SBSA's approach to risk management is designed to ensure consistent and effective management of risk and provide for appropriate accountability and oversight. Risk management is enterprise wide, applying to all entity levels and is a crucial element in the execution of the SBG strategy.

SBSA's risk universe represents the risks that are core to its financial services business. SBSA organises these risks into strategic, non-financial and financial risk categories.

The risk universe is managed through the lifecycle from identification to reporting. SBSA's assessment process includes rigorous quantification of risks under normal and stressed conditions up to, and including, recovery and resolution.

Risk exposures are managed through different techniques and are monitored against a risk appetite that supports the SBG strategy.

Risk information is subject to strong data and reporting controls. It is integrated into all business reporting and governance structures. SBSA's governance structure enables oversight and accountability through appropriately mandated board and management committees.

This is all underpinned by a control environment defined in the SBG and SBSA risk governance and management standards and policies.

SBSA'S RISK MANAGEMENT SYSTEM

SBSA operates under the SBG enterprise risk management ("**ERM**") governance framework and SBSA-specific policies to address SBSA-specific business and regulatory requirements. SBSA's chief risk officer is accountable to the SBSA Board and SBSA's regulators. SBSA's chief risk officer is also the chief risk officer for SBG and is therefore also accountable to the SBG Board and SBG regulators.

SBSA's approach to risk management is based on the SBG ERM governance framework under which it operates.

Risk governance committees

Board sub-committees responsible for the oversight of risk management comprise the Risk and Capital Management Committee ("**RCMC**"), the Audit Committee ("**AC**"), the technology and information committee, the model approval committee, the remuneration committee and the social and ethics committee.

Executive management oversight for all risk types has been delegated by the SBG executive committee to the Risk Oversight Committee (the "**ROC**") which, in turn, assists the RCMC to fulfil its mandate. As is the case with the RCMC, the ROC calls for and evaluates in-depth investigations and reports based on its assessment of the risk profile and external factors. The ROC is chaired by the chief risk office and delegates authority to various sub-committees which deal with specific risk types or oversight activities. Matters are escalated to the ROC, based on materiality, through reports or feedback from the sub-committee chairman. These sub-committees are the:

- Corporate and Investment Banking and Personal and Business Banking Credit Governance Committees;
- Asset and Liability Committee (the "**ALCO**") (which also covers market risk);
- Compliance Committee;
- Country Risk Management Committee;
- Equity Risk Committee;
- Internal Financial Control Governance Committee;
- Operational Risk Committee;
- Sanctions and Client Risk Review Committee;
- Stress Testing and Risk Appetite Committee; and
- Recovery and Resolution Plan Committee.

Governance documents

The SBG ERM governance framework is approved by the RCMC. It informs the specific risk type standards, frameworks and policies which are approved by executive committees and the relevant board subcommittee. The critical steps for risk management are defined to ensure common practices across SBSA.

Business line and legal entity policies are aligned to the governance documents and are applied within their governance structures.

The three lines of defence

SBSA uses the three lines of defence governance model which promotes transparency, accountability and consistency through the clear identification and segregation of roles.

The first line of defence is made up of the management of business lines and legal entities. The first line proactively identifies, assesses and measures applicable risk scenarios in order to arrive at risk appetite decisions. They manage day-to-day transaction- and portfolio-level risk decisions within the risk appetite and implement mitigation controls to reduce the adverse impact of taking risks in pursuit of strategic objectives. Effective first line risk management responsibilities include:

- defining the risk and control culture, and risk appetite;
- identifying and assessing risks and emerging threats;
- designing and implementing appropriate controls;
- balancing risk and return with every business decision;
- allocating capital optimally for maximum returns;
- performing self-assessments on the control environment;
- escalating material events that breach risk appetite through the governance structure; and
- ensuring appropriate risk disclosure to shareholders and regulators.

The second line of defence directs the definition of the enterprise-wide risk management programme. The second line of defence facilitates execution of risk lifecycle activities and provide expert advice, guidance and support to the first line of defence management team. Together with the SBSA Board they have oversight of the implementation and effective execution of risk and returns decisions within the set risk appetite and target strategy. Effective second line risk management responsibilities include:

- defining the risk and capital management framework and policies;
- facilitating risk management activities through the process lifecycle;
- facilitating the capital requirements calculations for all applicable risk types;
- challenging management's day-to-day risk decisions;
- monitoring and providing expert advice on emerging threats;
- monitoring that risk decisions are being taken in line with the risk culture and appetite, and reporting breaches;
- managing the interface with regulators regarding industry policy advocacy and risk and compliance matters;
- compiling risk disclosures as per regulatory requirements;
- reviewing compliance with risk standards; and
- performing independent reviews on specific risk and control areas.

The third line of defence is SBG Internal Audit ("IA"). IA provide independent and objective assurance to the board and senior management on the adequacy and effectiveness of the control environment and the risk management programme. IA has an independent reporting line to the Board to assist in discharging their risk oversight responsibilities. Effective third line risk management responsibilities include:

- providing assurance through a risk-based audit plan that assesses and reports on the quality of controls and risk management practices; and

- periodically reviewing the design adequacy of the risk management framework, the level of compliance with policies and standards, and the completeness and reliability of the risk assessment and reporting process.

All three levels report to the SBSA Board, either directly or through the RCMC and AC. The SBSA Board discharges its oversight responsibilities for risk management through independent assurance activities performed by second and third line. The SBSA Board has the following mandate:

- ensuring that the appropriate tone for risk is set by executive management; and
- ensuring that the risk and capital management is effective, including the SBSA Group's:
 - risk, compliance, treasury and capital management, and IA processes;
 - risk appetite; and
 - capital adequacy to support strategy execution.

Risk culture

SBSA leverages the three lines of defence model to build and maintain a strong risk culture. SBG values and ethics are embedded in SBSA's policies, and through compliance training and whistle-blowing programmes.

SBSA promotes and rewards responsible risk taking that results in sustainable growth. Each business is responsible for monitoring behaviour that is contrary to the SBG ethos and taking disciplinary action in line with the SBG conduct risk management standards. Inappropriate risk decisions are monitored as part of performance management and escalated to REMCO.

Risk reporting

Risk exposures are reported on a regular basis to the board and senior management through the governance committees. Risk reports are compiled at business unit level and are aggregated to the enterprise level for escalation through the governance structures based on materiality.

Risk management reports comply with standards set out by BCBS239.

Group insurance programme

The SBG insurance programme is designed to protect against loss resulting from SBSA's business activities. It is used as a strategic risk transfer mechanism and serves to mitigate operational risk by transferring residual insurable risks to conventional insurance markets. This cover is reviewed annually.

The principal insurance policies in place are the group crime and professional indemnity, cyber, and group directors' and officers' liability policies. In addition, SBSA has fixed assets and liabilities coverage for its office premises and business contents, third-party liability for visitors to its premises, and employer's liability. The business travel policy provides cover for staff when travelling on behalf of SBSA.

Risk appetite and stress testing

The key to SBSA's long-term sustainable growth and profitability lies in ensuring that there is a strong link between its risk appetite and its strategy.

Risk appetite is set, and stress testing activities are undertaken, at a SBG level, in business units, in risk types and at a legal entity level.

The primary management level governance committee overseeing risk appetite and stress testing is the SBG stress testing and risk appetite committee. The principal governance documents are the risk appetite governance framework and the stress testing governance framework.

Risk appetite

Risk appetite guides strategic and operational management decisions and is reviewed annually. The level one risk appetite statements are:

- Capital position: SBSA aims to have a strong capital adequacy position measured by regulatory and economic capital adequacy ratios. SBSA manages its capital levels to support business growth, maintain depositor and creditor confidence, create value for shareholders and ensure regulatory compliance.
- Funding and liquidity management: SBSA maintains a prudent approach to liquidity management in accordance with the applicable laws and regulations. The competitive environment in which each banking subsidiary operates is also taken into account. Each banking subsidiary must manage liquidity on a self-sufficient basis.
- Earnings volatility: SBSA aims to have sustainable and well diversified earning streams in order to minimise earnings volatility through business cycles.
- Reputation: SBSA has no appetite for compromising its legitimacy or for knowingly engaging in any business, activity or relationship which could result in foreseeable damage to SBSA's reputation or its sustainability.
- Conduct: SBSA has no appetite for unfair client outcomes arising from inappropriate judgement and conduct in the execution of business activities, or wilful breaches of regulatory requirements. SBSA strives to meet clients' expectations for efficient and fair engagements by doing the right business the right way, thereby upholding the trust of our stakeholders.

Level two risk appetite is cascaded into risk types. Level three risk appetite consists of risk type based limits.

Stress testing

Stress testing is subject to SBSA's stress testing governance framework which sets out the responsibilities for and approaches to stress testing activities. Stress testing is a key management tool within SBSA. SBSA tests risk scenarios to support normal stress conditions up to severe stress scenarios to inform recovery plans. Stress testing supports a number of business processes including:

- strategic planning and financial budgeting;
- informing the setting of risk appetite and portfolio management at a group, business unit and legal entity level;
- the internal capital adequacy assessment process, including capital planning and management and the setting of capital buffers;
- liquidity planning and management;
- identifying and proactively mitigating risks through actions such as reviewing and changing limits, limiting exposures and hedging;
- facilitating the development of risk mitigation or contingency plans, including recovery and resolution planning, across a range of stressed conditions; and

- supporting communication with internal and external stakeholders including industry-wide stress tests performed by the regulator.

Stress testing programme

The stress testing programme uses one or a combination of stress testing techniques, including scenario analysis, sensitivity analysis and reverse stress testing to perform stress testing for different purposes.

STRATEGIC RISKS

Business Risk

Business risk is the risk an unexpected variation in earnings, as a result of strategic choices and failed strategy execution as well as unexpected external factors. This excludes the effects of market risk, credit risk, structural interest rate risk and operational risk.

Business risk is categorised as a strategic risk. Strategic risk is the risk that SBSA's future business plans and strategies may be inadequate to prevent financial loss or protect SBSA's competitive position and shareholder value.

Business risk is usually caused by:

- a poor choice of strategy in the form of products offered, market segments targeted, channels being operated and cost structures adopted;
- external factors such as pressures from unexpected economic and/or technological changes, decreased demand, increased competition or increases in costs; and/or
- group-specific causes, such as the decision to absorb costs or losses to preserve reputation and operational efficiency.

SBSA mitigates business risk in a number of ways, including:

- reviewing the strategy, and business unit and legal entity plans;
- performing extensive due diligence during the investment appraisal process, in particular for new acquisitions and joint ventures;
- conducting detailed analysis of the business case for, and financial, operational and reputational risks associated with, disposals;
- applying new product processes per business line through which the risks and mitigating controls for new and amended business-products and -services are evaluated;
- stakeholder management to ensure favourable outcomes from external factors beyond the SBSA's control;
- monitoring the profitability of product lines and client segments;
- maintaining tight control over SBSA's cost base, including the management of the SBSA's cost-to-income ratio, which allows for early intervention and management action to reduce costs;
- being alert and responsive to changes in market forces;
- maintaining a strong focus in the budgeting process on achieving headline earnings growth while containing cost growth; and building contingency plans into the budget that allow for costs to be significantly reduced in the event that expected revenues do not materialise;
- increasing the ratio of variable costs to fixed costs which creates flexibility to reduce costs during an economic downturn; and

- applying stress testing techniques to assess the resilience of planned earnings under macroeconomic downturn conditions.

The primary management level governance committee overseeing business risk is ALCO.

REPUTATION RISK

Reputation risk is the risk of potential or actual damage to SBSA's image which may impair the profitability and sustainability of its business.

Reputation is understood as how stakeholders, including employees, clients, investors, counterparties, regulators, policymakers, and society at large, perceive SBSA.

SBSA's reputation can be harmed by an actual or perceived failure to fulfil the expectations of stakeholders due to a specific incident or from repeated breaches of trust.

Reputational harm can adversely affect SBSA's ability to maintain existing business, generate new business relationships, access capital, enter new markets, and secure regulatory licences.

SBSA manages reputation risk from tactical and reactive, as well as strategic and proactive perspectives. Crisis management processes are designed to minimise the reputational impact of such events or developments. Crisis management teams are in place both at executive and business line level. SBSA addresses potential reputation risk by trying to ensure that SBSA's perspective is fairly represented in the media. In addition, more attention is given to leveraging opportunities to proactively improve SBSA's reputation among influential stakeholders through external stakeholder engagements, advocacy, sponsorships and corporate social initiatives.

The primary management level governance committee overseeing reputation risk is ROC.

The SBG code of ethics is an important reference point for all of its employees. The SBG ethics officer and SBG chief executive are the formal custodians of the code of ethics.

NON-FINANCIAL RISKS

Non-financial risk is defined as the risk of loss suffered as a result of the inadequacy of, or a failure in, internal processes, people and/or systems or from external events.

SBSA manages non-financial risk under the umbrella of operational risk. SBSA's approach adopts fit-for-purpose risk practices, well-established governance processes which are supported by a comprehensive escalation and reporting processes that assist line management to understand and manage their risk profile within risk appetite.

SBSA's non-financial risk management function forms part of the second line of defence, is an independent team and reports to the group chief risk officer.

Non-financial risk subtypes are managed and overseen by specialist functions. These subtypes include:

- cyber risk;
- model risk;
- tax risk;
- financial accounting risk;
- legal risk;
- physical assets risk;

- environmental and social risk;
- technology risk;
- information risk;
- third-party risk;
- people risk;
- business disruption risk;
- compliance risk;
- conduct risk; and
- financial crime risk.

The primary management level governance committee overseeing operational risk is the Operational Risk Committee which is a subcommittee of ROC. The primary governance document is the integrated operational risk governance framework. Non-financial risk subtypes report to various governance committees and have governance documents applicable to each risk subtype.

FINANCIAL RISKS

Credit Risk

Credit risk is the risk of loss arising out of failure of obligors to meet their financial or contractual obligations when due.

SBSA's credit risk is a function of its business model and arises from wholesale and retail loans and advances, underwriting and guarantee commitments, as well as from the counterparty credit risk arising from derivatives and securities financing contracts entered into with customers and trading counterparties. To the extent equity risk is held on the banking book, it is also managed under the credit risk governance framework, but ultimate approval authority rests with the equity risk committee.

Credit risk is managed through:

- maintaining a culture of responsible lending and a robust risk policy and control framework;
- identifying, assessing and measuring credit risk across the group, from an individual facility level through to an aggregate portfolio level;
- defining, implementing and continually re-evaluating risk appetite under actual and stressed conditions;
- monitoring SBSA's credit risk exposure relative to approved limits; and
- ensuring that there is expert scrutiny and approval of credit risk and its mitigation independently of the business functions.

SBSA's credit governance process relies on both individual responsibility and collective oversight, supported by comprehensive and independent reporting. This approach balances strong corporate oversight with participation by the senior executives of SBSA and its business units in all significant risk matters.

Credit risk is governed in accordance with the SBG comprehensive ERM framework as defined and detailed in the SBG credit risk governance standard and the model risk governance framework.

Credit risk is managed through the CIB and PBB credit governance committees, the SBG Equity Risk Committee and the intragroup exposure committee. These governance committees are key components of the credit risk management framework. They have clearly defined mandates and delegated authorities, which are reviewed regularly. Their mandates include responsibility for credit concentration risk decision-making and delegation thereof within defined parameters, to credit officers and subcommittees embedded in SBSA.

Maximum exposure to credit risk

Debt financial assets at amortised cost and fair value through other comprehensive income as well as off-balance sheet exposure subject to an ECL are analysed and categorised based on credit quality using the group's master rating scale. Exposures within Stage 1 and 2 are rated between 1 to 25 in terms of the group's master rating scale. The group uses a 25-point master rating scale to quantify the credit risk for each borrower (corporate asset classes) or facility (specialised lending and retail asset classes), as illustrated in the table below. These ratings are mapped to PDs by means of calibration formulae that use historical default rates and other data from the applicable PBB portfolios. The Group distinguishes between through-the-cycle PDs and point-in-time PDs, and utilises both measures in decision-making, managing credit risk exposures and measuring impairments against credit exposures. Exposures which are in default are not considered in the 1 to 25-point master rating scale.

Default

The group's definition of default has been aligned to its internal credit risk management definitions and approaches. Whilst the specific determination of default varies according to the nature of the product, it is generally determined (aligned to the BASEL definition) as occurring at the earlier of:

- where, in the group's view, the counterparty is considered to be unlikely to pay amounts due on the due date or shortly thereafter without recourse to actions such as the realisation of security; or
- when the counterparty is past due for more than 90 days (or, in the case of overdraft facilities in excess of the current limit).

The group will not rebut IFRS 9's 90 days past due rebuttable presumption.

A financial asset is considered to be in default when there is objective evidence of impairment. The following criteria are used in determining whether there is objective evidence of impairment for financial assets or groups of financial assets:

- significant financial difficulty of borrower and/or modification (i.e. known cash flow difficulties experienced by the borrower);
- a breach of contract, such as default or delinquency in interest and/or principal payments;
- disappearance of active market due to financial difficulties;
- it becomes probable that the borrower will enter bankruptcy or other financial reorganisation; or
- where the group, for economic or legal reasons relating to the borrower's financial difficulty, grants the borrower a concession that the group would not otherwise consider.

Please refer to the tables set out on pages 150 to 153 of SBSA's 2019 annual report with regard to SBSA's maximum exposure to credit risk by credit quality as at 31 December 2019 and 31 December 2018.

Collateral

Please refer to the tables set out on pages 155 to 156 of SBSA's 2019 annual report for details of the financial effect that collateral has on SBSA's maximum exposure to credit risk as at 31 December 2019.

Collateral includes:

- financial securities that have a tradable market such as shares and other securities;
- physical items such as property, plant and equipment; and
- financial guarantees, suretyships and intangible assets.

Netting agreements, which do not qualify for offset under IFRS but which are nevertheless enforceable, are included as part of the Group's collateral for risk management purposes. All exposures are presented before the effect of any impairment provisions. In 2018 and 2019 in the retail portfolio, 61 per cent. of exposures were fully collateralised.

The R384 million (compared to R404 million in 2018) of retail accounts that lie within the 0 per cent. to 50 per cent. range of collateral coverage mainly comprise accounts which are either in default or legal. The total average collateral coverage for all retail mortgage exposures in the 50 per cent. to 100 per cent. collateral coverage category is 95 per cent. (compared to 95 per cent. in 2018).

Of SBSA's total exposure, 50 per cent. (compared to 54 per cent. in 2018) is unsecured and mainly reflects exposures to well-rated corporate counterparties, bank counterparties and sovereign entities.

SBSA does not currently trade commodities that could give rise to physical commodity inventory or collateral exposure with the exception of precious metals. In the normal course of its precious metal trading operations the group does not hold allocated physical metal; however, this may occur from time-to-time. Where this does occur, appropriate risk and business approval is required to ensure that the minimum requirements are satisfied, including but not limited to approval of risk limits and insurance cover.

COUNTRY RISK

Country risk, also referred to as cross-border transfer risk, is the uncertainty of whether obligors, (including the relevant sovereign, and including the obligations of bank branches and subsidiaries in a country) will be able to fulfil its obligations to SBSA given political or economic conditions in the host country.

All countries to which the SBSA is exposed are reviewed at least annually. Internal rating models are employed to determine ratings for jurisdiction, sovereign and transfer and convertibility risk. In determining the ratings, extensive use is made of SBSA's network of operations, country visits and external information sources. These ratings are also a key input into SBSA's credit rating models.

The model inputs are continuously updated to reflect economic and political changes in countries. The model outputs are internal risk grades that are calibrated to a jurisdiction risk grade from aaa to d, as well as sovereign risk grade and transfer and convertibility risk grade ("**SB**") from SB01 to SB25. Countries with sovereign/jurisdiction risk ratings weaker than SB07/a, referred to as medium- and high-risk countries, are subject to more detailed analysis and monitoring.

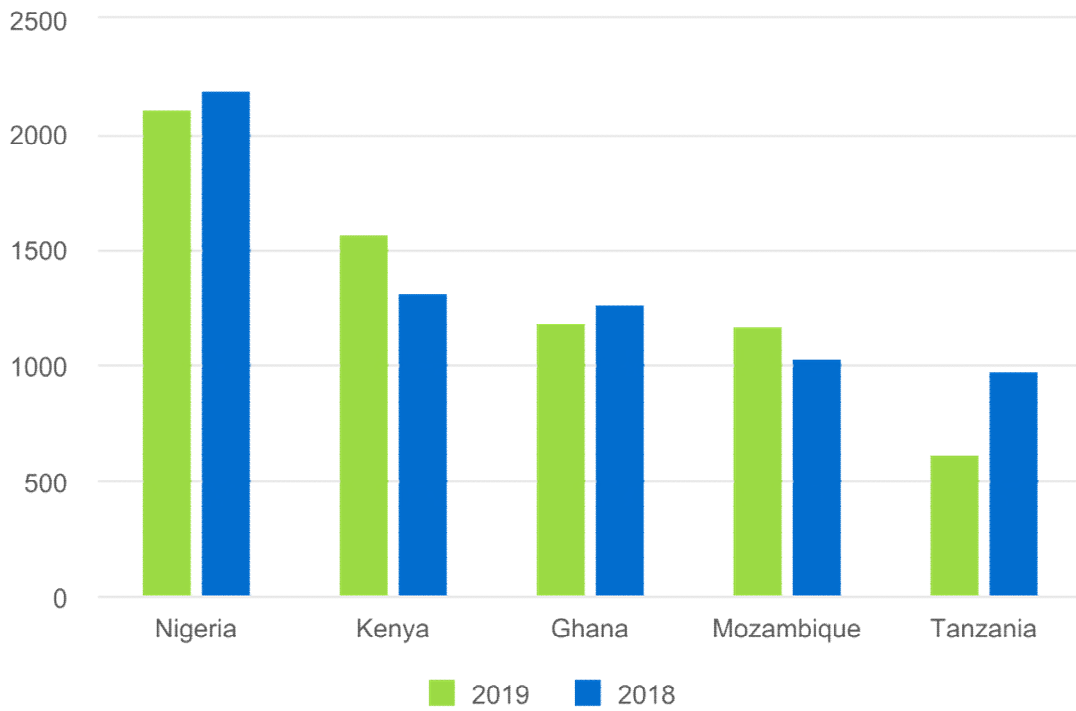
Country risk is mitigated through a number of methods, including:

- political and commercial risk insurance;
- co-financing with multilateral institutions; and
- structures to mitigate transferability and convertibility risk such as collection, collateral and margining deposits outside the jurisdiction in question.

The primary management level governance committee overseeing this risk type is the SBSA Group's Country Risk Management Committee. The principal governance documents are the country risk governance standard.

The risk distribution of cross-border country risk exposures is weighted towards European, Asian and North American low-risk countries, as well as sub-Saharan African medium- and high-risk countries.

The following graph shows SBSA's exposure to the top five medium- and high-risk countries for the 2019 and 2018. These exposures are in line with SBG's growth strategy, which focused on Africa.



FUNDING AND LIQUIDITY RISK

Liquidity risk is defined as the risk that an entity, although solvent, cannot maintain or generate sufficient cash resources to meet its payment obligations in full as they fall due, or can only do so at materially disadvantageous terms.

The nature of banking and trading gives rise to continuous exposure to liquidity risk. Liquidity risk may arise where counterparties, who provide SBSA with short-term funding, withdraw or do not roll over that funding, or normally liquid assets become illiquid as a result of a generalised disruption in asset markets.

SBSA manages liquidity in accordance with applicable regulations and within the SBG risk appetite framework. The liquidity risk governance standard supports the measurement and management of liquidity across both the corporate and retail sectors to ensure that payment obligations can be met under both normal and stressed conditions and that regulatory minimum requirements are met at all times. This is achieved through a combination of maintaining adequate liquidity buffers, to ensure that cash flow requirements can be met, and ensuring that SBSA's balance sheet is structurally sound and supportive of our strategy. Liquidity risk is managed on a consistent basis across SBSA. Managing liquidity risk ensures that SBSA has the appropriate amount, diversification and tenor of funding and liquidity to support its asset base at all times.

The primary management level governance committee overseeing liquidity risk is ALCO, which is chaired by the financial director. The principal governance documents are the liquidity risk governance standard and model risk governance framework.

Contingency funding plans

Contingency funding plans are designed to protect stakeholder interests and maintain market confidence in the event of a liquidity crisis. The plans incorporate an early warning indicator process supported by clear crisis response strategies

Early warning indicators cover bank-specific and systemic crises and are monitored according to assigned frequencies and tolerance levels.

Crisis response strategies are formulated for the relevant events. They address internal and external communications and escalation processes, liquidity generation management actions and operations, and heightened and supplementary information requirements to address the crisis event.

Liquidity stress testing and scenario analysis

Stress testing and scenario analysis are based on hypothetical as well as historical events. These are conducted on SBSA's funding profiles and liquidity positions. The crisis impact is typically measured over a 30 calendar-day period as this is considered the most crucial time horizon for a liquidity event. This measurement period is also consistent with the Basel III LCR requirements.

Anticipated on- and off-balance sheet cash flows are subjected to a variety of bank-specific and systemic stresses and scenarios to evaluate the impact of unlikely but plausible events on liquidity positions. The results are assessed against the liquidity buffer and contingency funding plans to provide assurance as to SBSA's ability to maintain sufficient liquidity under adverse conditions.

Internal stress testing metrics are supplemented with the regulatory Basel III LCR to monitor SBSA's ability to survive severe stress scenarios.

Total contingent liquidity

Portfolios of highly marketable liquid instruments to meet regulatory and internal stress testing requirements are maintained as protection against unforeseen disruptions in cash flows. These portfolios are managed within ALCO-defined limits on the basis of diversification and liquidity.

The table that follows provides a breakdown of SBSA's liquid and marketable securities as at 31 December 2019 and 31 December 2018. Eligible Basel III HQLA are defined according to the BCBS January 2013 LCR and liquidity risk monitoring tools framework. Managed liquidity represents unencumbered marketable securities other than eligible Basel III LCR HQLA (excluding trading assets) which would be able to provide significant sources of liquidity in a stress scenario.

TOTAL CONTINGENT LIQUIDITY

	2019	2018
	Rbn	Rbn
Eligible LCR HQLA¹ comprising:	210.7	208.6
Notes and coins	9.5	10.4
Balances with central banks	23.5	24.1
Government bonds and bills	133.9	130.1
Other eligible assets	43.8	44.0
Managed liquidity	63.7	43.9
Total contingent liquidity	274.4	252.5
Total contingent liquidity as a % of funding-related liabilities (%)	22.8	22.4

¹ Eligible LCR HQLA are defined according to the BCBS and liquidity risk monitoring framework.

Structural liquidity requirements

Net stable funding ratio

The Basel III NSFR became effective on 1 January 2018 with the objective to promote funding stability and resilience in the banking sector by requiring banks to maintain a stable funding profile in relation to the composition of its assets and off-balance sheet activities. The ASF is defined as the portion of capital and liabilities expected to be reliable over the one-year time horizon considered by the NSFR. The Required amount of Stable Funding ("**RSF**") is a function of the liquidity characteristics and residual maturities of the various assets (including off-balance sheet exposures) held by the bank. By ensuring that banks do not embark on excessive maturity transformation that is not sustainable, the NSFR is intended to reduce the likelihood that disruptions to a bank's funding sources would erode its liquidity position, increase its risk of failure and potentially lead to broader systemic risk.

Maturity analysis of financial liabilities by contractual maturity

The following table analyses cash flows on a contractual, undiscounted basis based on the earliest date on which SBSA can be required to pay (except for trading liabilities and derivative liabilities, which are presented as redeemable on demand) and will, therefore, not agree directly to the balances disclosed in the consolidated statement of financial position.

Derivative liabilities are included in the maturity analysis on a contractual, undiscounted basis when contractual maturities are essential for an understanding of the derivatives' future cash flows.

Management considers only contractual maturities to be essential for understanding the future cash flows of derivative liabilities that are designated as hedging instruments in effective hedge accounting relationships. All other derivative liabilities, together with trading liabilities, are treated as trading and are

included at fair value in the redeemable on demand bucket since these positions are typically held for short periods of time.

The table also includes contractual cash flows with respect to off-balance sheet items. Where cash flows are exchanged simultaneously, the net amounts have been reflected.

	Redeemable demand Rm	Maturing within one month	Maturing between one to six months	Maturing between six to 12 months	Maturing after 12 months	Total Rm
2019						
Financial liabilities						
Derivative financial instruments	65,710	6	182	165	308	66,371
Instruments settled on a net basis	39,150	6	70	109	264	39,599
Instruments settled on a gross basis	26,560		112	56	44	26,772
Trading liabilities	77,647					77,647
Deposits from customers and banks	676,638	312,682	5,864	10,483	219,122	1,224,789
Subordinated debt		785	1,665	5,268	17,310	25,028
Other ¹		9,325		6,213	17,616	33,154
Total	819,995	322,798	7,711	22,129	254,356	1,426,989
Off-balance sheet exposures						
Letters of credit and bankers' acceptances	9,067					9,067
Guarantees	40,341					40,341
Irrevocable unutilised facilities	86,870					86,870
Total	136,278					136,278
2018						
Financial liabilities						
Derivative financial instruments	49,546	1	191	137	198	50,073
Instruments settled on a net basis	30,923	1	104	40	114	31,182
Instruments settled on a gross basis	18,623		87	97	84	18,891
Trading liabilities	29,704					29,704
Deposits from customers and banks	624,856	46,748	126,007	70,878	177,598	1,046,087
Subordinated debt		58	411	5,439	10,030	15,938
Other		4,277				4,277
Total	704,106	51,084	126,609	76,454	187,826	1,146,079
Off-balance sheet exposures						
Letters of credit and bankers' acceptances	13,884					13,884
Guarantees	47,384					47,384
Irrevocable unutilised facilities	91,800					91,800
Total	153,068					153,068

¹ The group and company have, as permitted by IFRS 16, elected not to restate its comparative annual financial statements. Comparability will therefore not be achieved as the comparative annual financial information has been prepared on an IAS 17 basis. Refer to page 26 for more detail on the adoption of IFRS 16.

Funding activities

Funding markets are evaluated on an ongoing basis to ensure appropriate SBSA's funding strategies are executed depending on the market, competitive and regulatory environment. SBSA employs a diversified funding strategy, sourcing liquidity in both the domestic and offshore markets, and incorporates a coordinated approach to accessing loan and debt capital markets across the group.

Primary funding sources are in the form of deposits across a spectrum of retail and wholesale clients, as well as loan and debt capital markets. Total funding-related liabilities increased from R1 126 billion as at 31 December 2018 to R1 206 billion as at 31 December 2019.

The following table sets out SBSA's funding-related liabilities composition as at 31 December 2019 and 31 December 2018.

FUNDING-RELATED LIABILITIES COMPOSITION¹

	2019	2018
	Rbn	Rbn
Corporate funding	275	258
Retail deposits ²	254	252
Institutional funding	317	299
Interbank funding	137	145
Government and parastatals	89	72
Senior debt	62	55
Term loan funding	34	26
Subordinated debt issued	21	19
Other liabilities to the public	7	
Total funding-related liabilities	1206	1126

¹ Composition aligned to Basel III liquidity classifications.

² Comprises individual and small business customers.

MARKET RISK

Market risk is the risk of a change in the market value, actual or effective earnings or future cash flows of a portfolio of financial instruments, including commodities, caused by adverse movements in market variables such as equity, bond and commodity prices, currency exchange rates and interest rates, credit spreads, recovery rates, correlations and implied volatilities in all of these variables.

The governance management level committee overseeing market risk is the Group ALCO. The principal governance documents are the market risk governance standard and the model risk governance framework.

Trading book market risk

When group is mentioned within market risk it refers to the Standard Bank of South Africa group.

The Group's policy is that all trading activities are undertaken within the Group's global markets' operations.

The market risk functions are independent of the bank's trading operations and are overseen by the market risk committee which is accountable to the relevant legal entity ALCOs. ALCOs have a reporting line into group ALCO, a subcommittee of GROC.

All VaR and SVaR limits require prior approval from the respective entity ALCOs. The market risk functions have the authority to set these limits at a lower level. Market risk teams are responsible for identifying, measuring, managing, monitoring and reporting market risk as outlined in the market risk governance standard.

Exposures and excesses are monitored and reported daily. Where breaches in limits and triggers occur, actions are taken by market risk functions to bring exposures back in line with approved market risk appetite, with such breaches being reported to management and entity ALCOs.

VaR and SVaR

The group uses the historical VaR and SVaR approach to quantify market risk under normal and stressed conditions.

For risk management purposes VaR is based on 251 days of unweighted recent historical data updated at least monthly, a holding period of one day and a confidence level of 95 per cent. The historical VaR results are calculated in four steps:

- calculate 250 daily market price movements based on 251 days' historical data. Absolute movements are used for interest rates and volatility movements; relative for spot, equities, credit spreads, and commodity prices;
- calculate hypothetical daily profit or loss for each day using these daily market price movements;
- aggregate all hypothetical profits or losses for day one across all positions, giving daily hypothetical profit or loss, and then repeat for all other days; and
- VaR is the 95th percentile selected from the 250 days of daily hypothetical total profit or loss.

Daily losses exceeding the VaR are likely to occur, on average, 13 times in every 250 days.

SVaR uses a similar methodology to VaR, but is based on 251-day period of financial stress which is reviewed quarterly and assumes a 10 day holding period and a worst case loss.

The ten -day period is based on the average expected time to reduce positions. The period of stress for SBSA is currently the 2008/2009 financial crisis while, for other markets, more recent stress periods are used where the group has received internal model approval, the market risk regulatory capital requirements is based on VaR and SVaR, both of which use a confidence level of 99 per cent. and a ten-day holding period.

Limitations of historical VaR are acknowledged globally and include:

- the use of historical data as a proxy for estimating future events may not encompass all potential events, particularly those which are extreme in nature;
- the use of a one-day holding period assumes that all positions can be liquidated or the risk offsets in one day. This will usually not fully reflect the market risk arising at times of severe illiquidity, when a one-day holding period may be insufficient to liquidate or hedge all positions fully; and
- the use of a 95 per cent. confidence level, by definition, does not take into account losses that might occur beyond this level of confidence.

VaR is calculated on the basis of exposures outstanding at the close of business and, therefore, does not necessarily reflect intra-day exposures. VaR is unlikely to reflect loss potential on exposures that only arise under significant market movements.

Trading book market risk exposures arise mainly from residual exposures from client transactions and limited trading for the group's own account. In general, SBSA's trading desks have run increased levels of market risk throughout the year for all asset classes when compared to 2018 aggregate normal VaR, and aggregate SVaR.

TRADING BOOK NORMAL VaR ANALYSIS BY MARKET VARIABLE

	Normal VaR			
	Maximum ¹	Minimum ¹	Average	Closing
	Rm	Rm	Rm	Rm
2019				
Commodities risk	3	0.3	1	1
Foreign exchange risk	23	7	12	14
Equity position risk	18	4	8	11
Debt securities	23	11	17	18
Diversification benefits ²			(8)	(20)
Aggregate	51	17	30	24
2018				
Commodities risk	3	0.20	1.0	2.0
Foreign exchange risk	17	6	10	10
Equity position risk	12	2	6	8
Debt securities	26	9	14	15
Diversification benefits ²			(9)	(14)
Aggregate	35	14	22	21

¹ The maximum and minimum VaR figures reported for each market variable do not necessarily occur on the same day. As a result, the aggregate VaR will not equal the sum of the individual market VaR values, and it is inappropriate to ascribe a diversification effect to VaR when these values may occur on different days.

² Diversification benefit is the benefit of measuring the VaR of the trading portfolio as a whole, that is, the difference between the sum of the individual VaRs and the VaR of the whole trading portfolio.

Trading book issuer risk

Equity and credit issuer risk is assumed in the trading book by virtue of normal trading activity and is managed according to the SBSA's market risk governance standard. These exposures arise from, among others, trading in equities, debt securities issued by corporate and government entities as well as trading credit derivative transactions with other banks and corporate clients.

The credit spread and equity issuer risk is incorporated into the daily price movements used to compute VaR and SVaR, as mentioned above for issuer risk and transactions that incorporate material counterparty value adjustment and debit value adjustments.

The VaR models used for credit spread and equity issuer risk are only intended to capture the risk presented by historical day-to-day market movements, and therefore do not take into account instantaneous or jump to default risk. Issuer risk is incorporated in the standardised approach interest rate risk charge. Excluding local currency government debt held by each legal entity, the largest issuer exposure was R13.5bn (2018: R16.4bn).

Stop-loss triggers

Stop-loss triggers are used to protect the profitability of the trading desks and are monitored by market risk on a daily basis. The triggers constrain cumulative or daily trading losses through acting as a prompt to a review or close-out positions.

Stress tests

Stress testing provides an indication of the potential losses that could occur under extreme but plausible market conditions, including where longer holding periods may be required to exit positions. Stress tests comprise individual market risk factor testing, combinations of market factors per trading desk and combinations of trading desks using a range of historical, hypothetical and Monte Carlo simulations. Daily losses experienced during the year ended 31 December 2019 did not exceed the maximum tolerable losses as represented by SBSA's stress scenario limits.

Backtesting

SBSA backtests its VaR models to verify the predictive ability of the VaR calculations and to ensure the appropriateness of the models within the inherent limitations of VaR.

Backtesting compares the daily hypothetical profit and losses under the one-day buy and hold assumption to the prior day's calculated VaR. In addition, VaR is tested by changing various model parameters, such as confidence intervals and observation periods to test the effectiveness of hedges and risk-mitigation instruments. Regulators categorise a VaR model as green, amber or red and assign regulatory capital multipliers based on this categorisation. A green model is consistent with a satisfactory VaR model and is achieved for models that have four or less backtesting exceptions in a 12-month period at 99 per cent. VaR. All of the SBSA's approved models were assigned green status by the SARB for the year ended 31 December 2019. Two exceptions occurred in 2019 (2018: two) for 95 per cent. VaR and zero exceptions (2018: zero) for 99 per cent. VaR.

Specific business unit and product controls

Other market risk limits and controls specific to individual business units include permissible instruments, concentration of exposures, gap limits, maximum tenor, stop loss triggers price validation and balance sheet substantiation.

Interest rate risk in the banking book

Banking book-related market risk exposure principally involves managing the potential adverse effect of interest rate movements on banking book earnings (net interest income and banking book mark-to-market profit or loss) and the economic value of equity.

SBSA's approach to managing IRRBB is governed by applicable regulations and is influenced by the competitive environment in which the SBSA operates. SBSA's treasury and capital management team monitors banking book interest rate risk on a monthly basis operating under the oversight of group ALCO.

Measurement

The analytical techniques used to quantify interest rate risk in the banking book include both earnings- and valuation-based measures. The analysis takes account of embedded optionality such as loan prepayments and accounts where the account behaviour differs from the contractual position.

The results obtained from forward-looking dynamic scenario analyses, as well as Monte Carlo simulations, assist in developing optimal hedging strategies on a risk-adjusted return basis.

Equity risk in the banking book

Equity risk is defined as the risk of loss arising from a decline in the value of equity or an equity-type instrument held on the banking book, whether caused by deterioration in the underlying operating asset performance, net asset value, enterprise value of the issuing entity, or by a decline in the market price of the equity or instrument itself.

Equity risk relates to all transactions and investments subject to approval by the SBSA ERC, in terms of that committee's mandate, and includes debt, quasi-debt and other instruments that are considered to be of an equity nature.

For the avoidance of doubt, equity risk in the banking book excludes strategic investments in SBSA's subsidiaries, associates and joint ventures deployed in delivering SBSA's business and service offerings unless the group financial director and SBSA CRO deem such investments to be subject to the consideration and approval by the group ERC.

MARKET RISK SENSITIVITY OF NON-TRADING EQUITY INVESTMENTS

	10% reduction in fair value	Fair value Rm	10% increase in fair value
2019			
Equity securities listed and unlisted	2,794	3,104	3,414
Listed		70	
Unlisted		3,034	
Impact on profit and loss	(310)		310
Impact on equity	—		—
2018			
Equity securities listed and unlisted	2,176	2,418	2,660
Listed		34	
Unlisted		2,384	
Impact on profit and loss	(242)		242
Impact on equity	—		—

Foreign currency risk

SBSA's primary non-trading related exposures to foreign currency risk arise as a result of the translation effect of the SBSA's net assets in foreign operations, intragroup foreign-denominated debt and foreign-denominated financial assets and liabilities.

The SBSA foreign currency management committee, a subcommittee of the group capital management committee, manages the risk according to existing legislation, South African exchange control regulations and accounting parameters. It takes into account naturally offsetting risk positions and manages the group's residual risk by means of forward exchange contracts, currency swaps and option contracts.

Gains or losses on derivatives that have been designated as cash flow hedging relationships in terms of IFRS are reported directly in OCI, with all other gains and losses on derivatives being reported in profit or loss.

Foreign currency risk sensitivity analysis

The table that follows reflects the expected financial impact, in rand equivalent, resulting from a 10 per cent. shock to foreign currency risk exposures, against ZAR. The sensitivity analysis is based on net open foreign currency exposures arising from foreign-denominated financial assets and liabilities inclusive of derivative financial instruments, cash balances, and accruals, but excluding net assets in foreign operations. The sensitivity analysis reflects the sensitivity of profit or loss on SBSA's foreign denominated exposures other than those trading positions for which sensitivity has been included in the trading book VaR analysis.

FOREIGN CURRENCY RISK SENSITIVITY IN ZAR EQUIVALENTS¹

		USD	Euro	GBP	NGN	Other	Total
2019							
Total net long/(short) position	Rm	197	96	49	1	(1)	342
Sensitivity (ZAR depreciation)	%	10	10	10	10	10	
Impact on profit or loss	Rm	20	10	5	0	0	35
2018							
Total net long/(short) position	Rm	383	293	89	9	(2)	772
Sensitivity (ZAR depreciation)	%	10	10	10	10	10	
Impact on profit or loss	Rm	38	29	9	1	0	77

¹ Before tax.

THE BANKING SECTOR IN SOUTH AFRICA

The South African banking system is well developed and effectively regulated, comprising a central bank, several large, financially strong banks and investment institutions, and a number of smaller banks. Many foreign banks and investment institutions have also established operations in South Africa over the past decade. The Government is a subscriber to the IMF and World Bank regulations and policies. South African banks are regulated by the SARB. South Africa has implemented the Basel III framework through amendments to the Regulations Relating to Banks which became effective on 1 January 2013. South Africa is a member of the International Liaison Group of the BCBS. The South African banking regulator actively participates in international regulatory and supervisory standard-setting forums at which it is represented and provides input into the continued refinement of the supervisory framework in terms of Basel III.

The National Payment System Act, 1998 was introduced to bring the South African financial settlement system in line with international practice and systematic risk management procedures. The Payment Association of South Africa, under the supervision of the SARB, has facilitated the introduction of payment clearing house agreements. It has also introduced agreements pertaining to settlement, clearing and netting agreements, and rules to create certainty and reduce systemic and other risks in inter-bank settlement. These developments have brought South Africa in line with international inter-bank settlement practice. Electronic banking facilities are extensive, with a nationwide network of automatic teller machines and internet banking being available.

Regulation

Financial regulation legislation in South Africa is increasingly following international best practice through the accords of international bodies such as the Bank of International Settlements ("**BIS**"); the International Organization of Securities Commissions; and the International Association of Insurance Supervisors. Banks in South Africa are governed by various Acts and legislation, most significantly the Banks Act, which is primarily based on similar legislation in the United Kingdom, Australia and Canada.

Twin peaks model of financial regulation

The Government issued a policy paper on 1 February 2013 titled "*Implementing a twin peaks model of financial regulation in South Africa*", which followed the original policy paper issued on 23 February 2011, "*A Safer Financial Sector to Serve South Africa Better*". These documents enunciated Government's strategic regulatory objectives. The documents identified four policy priorities to reform the financial sector, namely: financial stability; consumer protection and market conduct; expanding access of financial services through inclusion; and combating financial crime.

The "twin-peaks" approach to financial sector regulation is primarily aimed at the enhancement of systemic stability, improving market conduct regulation, sound micro- and macro prudential regulation and the strengthening of the operational independence, governance and accountability of regulators. The perimeters of regulation will continue to be expanded to cover all sources of systemic risk, the regulation of all private pools of capital (for example, hedge funds and over-the-counter derivatives) and unregulated financial activities such as the functioning of credit rating agencies (now regulated by the Credit Rating Services Act, 2012).

The FSR Act, which was signed into law on 21 August 2017 and which commenced (with the exception of a couple of transitional periods) on 1 April 2018, was the first in a series of bills that gave effect to the Government's decision to implement the "twin-peaks" model of financial regulation with a view to ensuring that the sector is safer and more effective.

The FSR Act reflects the Government's undertaking to eliminate lending malpractices, protect customers and reduce systemic risk through increased market conduct regulation. The FSR Act established two financial sector regulators, namely the FSCA, which regulates market conduct with a purview over the

full range of financial services related matters (such as the regulation of bank charges) and the PA which is responsible for the oversight of the safety and soundness of banks, insurers and financial conglomerates. The FSCA is mandated to protect customers of financial services, improve the way in which financial service providers conduct their business, ensure that the integrity and efficiency of the financial markets is maintained, and promote effective financial consumer education.

The objective of the PA is to promote and enhance the safety and soundness of financial institutions that provide financial products, market infrastructures and payment systems to protect financial customers, including depositors, against the risk that those financial institutions may fail to meet their obligations.

The current legislative framework that underpins market conduct and consumer protection includes the following legislation: Financial Advisory and Intermediary Services Act, 2002, the Consumer Protection Act, 2008; the National Credit Act, 2005; the National Credit Amendment Act, 2014 and 2019; the Protection of Personal Information Act, 2013 as well as a comprehensive set of principles relating to Treating Customers Fairly (an outcomes based regulatory and supervisory approach designed to ensure that regulated financial institutions deliver specific, clearly set out fairness outcomes for financial customers).

The Government seeks to ensure financial stability through macro prudential regulation in line with international standards and measures including: improving the quality of capital; reducing pro-cyclicality; setting leverage and liquidity ratios; and issuing compensation guidelines. It further requires swift regulatory action to prevent contagion and proposes a more intense, intrusive and effective form of regulation. Government has commenced with the process of implementing regulations that will eventually be expanded to cover all sources of systemic risk including the regulation of all private pools of capital. In this regard, the Minister of Finance signed into law the Financial Markets Act Regulations (the "**FMA Regulations**") on 9 February 2018. The FMA Regulations provide the framework for regulation of over-the-counter derivative transactions in South Africa and the FSCA conduct standards, published in connection with the FMA Regulations, set out the reporting requirements and code of conduct for over-the-counter derivative providers. As at the date of this Base Prospectus, the mandatory clearing and margining requirements for over-the-counter derivative providers near finalisation by the FSCA.

Anti-money laundering regulations

The Government has identified the combating of financial crime as a policy priority. As a result thereof, South Africa has a well-established anti-money laundering ("**AML**")/Combating the Financing of Terrorism ("**CFT**") legislative framework which includes but is not limited to the FICA and the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 2004. The Mutual Evaluation Report issued by the Financial Action Task Force, (an inter-governmental AML policy-making and standards setting body) in 2009 confirmed that South Africa has demonstrated a strong commitment to implementing AML/CFT systems facilitated by close cooperation and coordination amongst a variety of government departments and agencies. The Mutual Evaluation Report also stated that the South African authorities have sought to construct a system which uses, as its reference, the relevant United Nations Security Council Conventions and the international standards as set out by the Financial Action Task Force, and that the South African government also recognises the importance of being able to effectively respond to international instruments such as sanctions resolutions.

The PA strives to maintain an effective compliance framework and operational capacity to supervise compliance by banks with AML/CFT standards. The PA (previously the Banking Supervision Department) regularly conducts FICA compliance inspections of the accountable institutions that it supervises, and the scope of these visits would include the assessment of compliance with FICA guidance notes, directives and circulars. The SARB is empowered to conduct these inspections and perform other supervisory duties by virtue of section 45 of FICA.

Flowing from these responsibilities, PA conducts AML/CFT inspections to assess whether all of the major banks in the South African market have adequate and effective AML/CFT controls in place to comply with the requirements of FICA. As part of its mandate the SARB through the PA may (and has in the past) imposed administrative sanctions and directives to implement remedial action on banks whose AML/CFT frameworks are found to have deficiencies. In this regard, in September 2019, SBSA was furnished with an administrative sanction in the amount of ZAR 30 million (ZAR 7.5 million of which is suspended for a period of three years), for not complying with suspicious and unusual transaction reporting deadlines prescribed by the regulations issued in terms of the FICA. This sanction was accompanied with a confirmation that there had been no indication that SBSA has facilitated any transactions involving money laundering or the financing of terrorism. SBSA remediated all inspection findings by the 31 December 2019 deadline, and has requested confirmation of closure from the PA. SBSA remains committed to complying with all its regulatory requirements.

SBG and SBSA are committed to and supports global efforts to combat money laundering and terrorist financing. Consequently, SBG and SBSA have established and adopted policies and procedures to assist it to comply with money laundering and terrorist financing control requirements in each jurisdiction in which it operates and to ensure the recognition, investigation and reporting of suspicious activity to the relevant authorities. SBG and SBSA also continue to take measures to effect enhancements to its processes in order to address global AML/CFT risks.

SARB

SARB is responsible for bank regulation and supervision in South Africa with the purpose of achieving a sound, efficient banking system in the interest of the depositors of banks and the economy as a whole. The SARB holds various international memberships including the G-20, the IMF, the BIS and the Committee of Central Bank Governors in the Southern African Development Community. The SARB serves on various BIS committees including the BCBS and the Committee on Payments and Settlement Systems. The SARB performs its function of bank regulation and supervision through the PA, which issues banking licences to institutions and monitors their activities under the applicable legislation. The PA has extensive regulatory and supervisory powers. Every bank is obliged to furnish certain prescribed returns to the PA in order to enable the banking regulator to monitor compliance with the formal, prudential and other requirements imposed on banks in terms of, *inter alia*, the Banks Act and the Regulations Relating to Banks. Such regulations may be, and are, amended from time to time in order to provide for amendments and additions to the prescribed returns, and the frequency of submission thereof. The PA acts with relative autonomy in executing its duties, but has to report annually to the Minister of Finance, who in turn has to table this report in Parliament.

In terms of the Banks Act, the PA, among other things, supervises banking groups on a consolidated basis from the bank controlling company downwards. In this regard, controlling companies of banks are required to submit, on a quarterly basis, a consolidated supervision return which includes information on all of the entities within that banking group that potentially constitute a material or significant risk to that banking group. The return covers issues such as group capital adequacy, group concentration risk, intra-group exposures and group currency risk. Moreover, a bank controlling company is also required to furnish the regulator, on a quarterly basis, with bank consolidated and group consolidated information which includes a detailed balance sheet, an off-balance sheet activities return and an income statement.

A banking group is required to satisfy the regulator's requirements in respect of the adequacy and effectiveness of its management systems for monitoring and controlling risks, including those in its offshore operations, and the integrity of its accounting records and systems. Banking groups are required to comply with the provisions of the Banks Act as well as with all financial and prudential requirements, including minimum capital and liquidity requirements, which are actively monitored by the banking regulator. In addition, banking groups have to satisfy the banking regulator's requirements pertaining to issues such as overall financial soundness worldwide, including the quality of its loan assets and the adequacy of its provisioning policy. As part of its supervisory process, the banking regulator undertakes

on-site and off-site examinations. The banking supervisor seeks to apply the Core Principles for Effective Banking Supervision as issued by the BCBS.

The Issuer, as a banking group, is supportive of the SARB's objectives and endorses improvements in risk management and governance practices as an active participant in the new regulatory landscape. The same approach is also applied in respect of the Issuer's cooperation with other regulatory authorities and much effort and resources are dedicated in a cost efficient manner in order to reap maximum benefits emanating from the implementation of best practice and the resultant enablement of its global business activities.

Currently the banking industry works within a three tiered framework:

- (a) the Banks Act (effecting changes to the Banks Act requires Parliamentary approval);
- (b) the Regulations Relating to Banks (changes to the Regulations Relating to Banks require the approval of the South African Minister of Finance); and
- (c) Banks Act circulars, directives and guidance notes.
 - (i) Circulars may be issued by the PA to furnish banks with guidelines regarding the application and interpretation of the provisions of the Banks Act;
 - (ii) Guidance notes may be issued by the PA in respect of market practices or market and industry developments; and
 - (iii) Directives may be issued by the PA, after consultation with the affected parties, to prescribe certain processes or procedures to be followed by banks with regard to certain processes or procedures necessary in the administration of the Banks Act. It is obligatory for banks to comply with its prescriptions.

The Banks Act and Regulations Relating to Banks, circulars, directives and guidance notes issued by the PA set out the framework governing the formal relationship between South African banks and the PA. Pursuant to this legislation, SBSA and representatives of the PA meet at regular bilateral meetings (between SBSA's Board of Directors and the PA), annual trilateral meetings (between SBSA's Board of Directors, the PA and SBSA's auditors) and prudential meetings (which usually include meetings with risk management executives and the heads of each of SBSA's business divisions). SBSA also engages in frequent on-site reviews with the PA's supervisory team which cover a range of topics including an assessment of SBSA's performance against its peer group.

The prudential regulation and supervision of banks furthermore assists the SARB in its pursuit of financial system stability. Similar to other central banks, the SARB is placing increased emphasis on macro-prudential aspects of financial stability.

In response to fundamental weaknesses in international financial markets, revealed by the 2008 global financial crisis, a large volume of regulatory and supervisory standards and requirements were issued by international standard-setting bodies such as the BCBS. The incorporation of the changes and enhancements into the domestic regulatory framework requires an ongoing review of South African banking legislation and regulatory requirements in order to ensure the appropriate alignment of the regulatory framework with international standards. In this regard, both the Banks Act and the Regulations Relating to Banks are amended from time to time.

SBSA views its relationship with the PA as being of the utmost importance and it is committed to fostering sound banking principles for the industry as a whole. In this regard, SBSA is a member of the Banking Association of South Africa, whose role is to establish and maintain the best possible platform on which banking groups can conduct competitive, profitable and responsible banking.

COVID-19 coronavirus pandemic

In response to the Covid-19 pandemic, the South African Government declared a national state of disaster under the Disaster Management Act, 2002 on 15 March 2020. It has implemented a number of measures to contain the spread, and mitigate the impact, of COVID-19 in South Africa. The South African Government has implemented a risk-adjusted phased lockdown approach comprising five alert levels which are determined with reference to the risk and infection rate nationally, and in each province, district and metropolitan area. Each alert level denotes the level of requisite action and restrictions needed to contain the spread of COVID-19. South Africa commenced with the highest alert level - alert level 5 - of the lockdown approach at midnight on 26 March 2020 which restricted the movement of all persons in South Africa other than for purposes of essential services. With effect from 1 May 2020, alert level 4 is in effect which permits limited level of economic activity and the easing of some restrictions on movement.

The South African Government, as well as business, have called on the banking industry to continue to extend credit to sectors in need, particularly households and small businesses, and to provide relief measures to reduce the strain on these sectors in an effort to sustain the local economy and maintain financial stability in South Africa. The PA has issued a number of directives to provide temporary relief to banks, branches of foreign institutions and controlling companies (hereinafter collectively referred to as "banks") during this time of financial stress, in a manner that ensures South Africa's continued compliance with the relevant internationally agreed capital framework. The measures implemented through these directives are aimed at:

- (i) reducing the minimum liquidity cover ratio of banks from 100 per cent. to 80 per cent. with effect from 1 April 2020 to such time as the PA directs in writing when it is of the view that financial markets have normalised and subject to any appropriate phase-in arrangements specified by the PA in writing to restore the minimum liquidity cover ratio to 100 per cent. (*Directive D1/2020 issued in terms of section 6(6) of the Banks Act*);
- (ii) reducing the currently specified minimum requirement of capital and reserve funds (including Pillar 2A and capital conservation buffers) to be maintained by banks, in order to provide temporary capital relief to enable banks to counter economic risks to the financial system as a whole and to individual banks (*Directive D2/2020 issued in terms of section 6(6) of the Banks Act*);
- (iii) supporting COVID-19 relief initiatives, such as payment holidays offered by banks in order to provide relief to certain borrowers in the retail and corporate sector, by providing temporary relief on the minimum capital requirements for banks relating to credit risk during this stress period. These measures are effected through an amendment to existing Directive 7 of 2015 and are intended to provide relief to banks by enabling banks to continue to extend credit to the real economy without the need for higher capital requirements. It is the PA's intention to reinstate the requirements of Directive 7 of 2015 in full, but subject to any transitional arrangements that may apply, after the impact of COVID-19 has subsided and economic conditions have normalised (*Directive D3/2020 issued in terms of section 6(6) of the Banks Act*).

In addition to the abovementioned directives, the PA published a Guidance Note recommending that banks do not make any distributions of dividends on ordinary shares and payment of any cash bonuses to executive officers and material risk takers during this period of uncertainty so as to facilitate banks preserving capital resources to absorb losses that may result from an economic downturn.

In April 2020, President Cyril Ramaphosa announced a ZAR 500 billion fiscal support package. The fiscal support package includes a ZAR 200 billion loan guarantee scheme which works on the principle that profits and losses are ultimately shared between the South African Government and participating banks. The scheme will receive all "profits" on the loans - i.e. the difference at which banks lend the money and their funding costs, plus a guarantee fee. These profits will be used to offset any losses that the scheme makes. If the scheme suffers further losses, these will be absorbed by the banks themselves, capped at 6 per cent of the size of the loan. Banks are not, however, obliged to extend COVID-19 loans, and those that do will use their normal risk-evaluation and credit-application processes.

Current Environment

As at 31 February 2020, there were 19 registered banks, 4 mutual banks, 4 co-operative banks, 15 local branches of foreign banks and 30 representative offices of foreign banks in South Africa (Source: SARB website). In addition, as at February 2020, the South African banking sector had total assets of ZAR6 trillion according to statistics published by the SARB (Source: SARB monthly trends publication, February 2020) The five largest banks by assets (Source: BA900, 31 December 2017) were Absa Bank Limited, FirstRand Bank Limited, Investec Bank Limited, Nedbank Limited and The Standard Bank of South Africa Limited

EXCHANGE CONTROL

The information below is not intended as legal advice and it does not purport to describe all of the considerations that may be relevant to a prospective purchaser of Notes. Prospective purchasers of Notes who are non-South African residents or emigrants from the Common Monetary Area (defined below) are urged to seek further professional advice in regard to the purchase of Notes.

Exchange controls restrict the export of capital from South Africa, Namibia and the Kingdoms of Eswatini and Lesotho (collectively the "**Common Monetary Area**"). These exchange controls are administered by the FSD and regulate transactions involving South African residents. The purpose of exchange controls is to mitigate the decline of foreign capital reserves in South Africa. SBSA and SBG expect that South African exchange controls will continue to operate for the foreseeable future. The Government has, however, committed itself to gradually relaxing exchange controls and significant relaxation has occurred in recent years. It is the stated objective of the South African authorities to achieve equality of treatment between South African residents and non-South African residents in relation to inflows and outflows of capital. This gradual approach towards the abolition of exchange controls adopted by the South African government is designed to allow the economy to adjust more smoothly to the removal of controls that have been in place for a considerable period of time.

As at the date of this Prospectus, the prior written approval of the FSD is required for the issuance of each Tranche of Notes issued under the Programme. SBSA and/or SBG will, if applicable at that time, obtain the prior written approval of the FSD for the issuance of each Tranche of the Notes under the Programme. The Final Terms applicable to each Tranche of Notes issued under the Programme will, if applicable at that time, be required to contain a statement that the requisite FSD approval has been obtained for that issuance.

In addition, no South African residents and/or their offshore subsidiaries may subscribe for or purchase any Note or beneficially hold or own any Note other than in strict compliance with the South African exchange control regulations in effect from time to time.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in that country or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. It relates only to the position of Noteholders who are the absolute beneficial owners of the Notes.

Withholding Tax

Under current taxation law in South Africa, all payments made under the Notes to South African tax-resident Noteholders will be made free of withholding or deduction for or on account of any taxes, duties, assessments or governmental charges in South Africa. A withholding tax on South African sourced interest (see the section headed "*Income Tax*" below) paid to or for the benefit of a "foreign person" (being any person that is not a South African tax-resident) applies at a rate of 15 per cent. of the amount of interest in terms of section 50A-50H of the Income Tax Act, No 58 of 1962 (the "**Income Tax Act**"). The withholding tax could be reduced by the application of relevant double taxation treaties. The legislation exempts, inter alia, from the withholding tax on interest any amount of interest paid by a bank as defined in the Banks Act, to a foreign person. It is envisaged that this exemption would apply to the interest payments made to foreign Noteholders where SBSA is the Issuer of the Notes. The withholding tax legislation also provides an exemption for interest paid to a foreign person in respect of any debt listed on a "recognised exchange" as defined in paragraph 1 of the eighth schedule of the Income Tax Act. The Market of the London Stock Exchange would qualify as such an exchange, and therefore, subject to any legislative changes, the interest paid on the Notes listed on the London Stock Exchange will be exempt from interest withholding tax under the Income Tax Act. A foreign person will also be exempt from the withholding tax on interest if:

- (a) that foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is paid; or
- (b) the debt claim in respect of which that interest is paid is effectively connected with a permanent establishment of that foreign person in South Africa, if that foreign person is registered as a taxpayer in South Africa.

Foreign persons are subject to normal South African income tax on interest sourced in South Africa unless exempted under Section 10(1)(h) of the Income Tax Act (see the section headed "*Income Tax*" below).

Securities Transfer Tax ("STT")

No STT is payable on the issue or transfer of Notes (bonds) under the Securities Transfer Tax Act, No. 25 of 2007, because they do not constitute securities (as defined) for the purposes of that Act.

Value-Added Tax ("VAT")

No VAT is payable on the issue or transfer of Notes. Notes (bonds) constitute "debt securities" as defined in section 2(2)(iii) of the South African Value-Added Tax Act, No. 89 of 1991 (the "**VAT Act**"). The issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security is a financial service, which is exempt from VAT in terms of section 12(a) of the VAT Act.

Commissions, fees or similar charges raised for the facilitation, issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes (bonds) that constitute "debt securities" will however be subject to VAT at the applicable prevailing rate, except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, are subject to VAT at the zero rate in terms of section 11(2)(l) of the VAT Act.

Income Tax

Under current taxation law effective in South Africa a "resident" (as defined in section 1 of the Income Tax Act) is subject to income tax on his/her worldwide income. Accordingly, all Noteholders who are "residents" of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any interest earned pursuant to the Notes.

Non-residents of South Africa are subject to income tax on all income derived from a source, or deemed to be from a source, within South Africa (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

Interest income is from a South African source if that amount:

- (a) is incurred by a South African tax resident, unless the interest is attributable to a permanent establishment which is situated outside of South Africa; or
- (b) is received or accrues in respect of the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of "interest-bearing arrangement".

Each Issuer is a South African tax resident and the Notes will constitute an "interest-bearing arrangement". Accordingly, the interest paid to the Noteholders will be from a South African source and subject to South African income tax unless such interest is exempt from income tax under section 10(1)(h) of the Income Tax Act (see below).

Under section 10(1)(h) of the Income Tax Act interest received by or accruing to a Noteholder who, or which, is not a resident of South Africa during any year of assessment is exempt from income tax, unless:

- (a) that person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is received or accrued by or to that person; or
- (b) the debt from which the interest arises is effectively connected to a permanent establishment of that person in South Africa.

Interest as defined in section 24J of the Income Tax Act (including the premium or discount) may qualify for the exemption under section 10(1)(h) of the Income Tax Act. If a Noteholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, exemption from, or reduction of any South African income tax liability may be available under an applicable double taxation treaty.

Purchasers are advised to consult their own professional advisers as to whether the interest income earned on the Notes will be exempt under section 10(1)(h) of the Income Tax Act or under an applicable double taxation treaty.

Under section 24J of the Income Tax Act, broadly speaking, any discount or premium to the Nominal Amount of a Note is treated as part of the interest income on the Note. Section 24J of the Income Tax Act deems interest income to accrue to a Noteholder on a day-to-day basis until that Noteholder disposes of

the Note. The day-to-day basis accrual is determined by calculating the yield to maturity and applying this rate to the capital involved for the relevant tax period.

Section 24JB of the Income Tax Act contains specific provisions relating to the fair value taxation of financial instruments for "covered persons" (as defined in section 24JB of the Income Tax Act). Noteholders should seek advice as to whether this provision may apply to them.

Purchasers of Notes are advised to consult their own professional advisors to ascertain whether the abovementioned provisions may apply to them.

Capital Gains Tax

Capital gains and losses of residents of South Africa on the disposal of Notes are subject to capital gains tax, unless the Notes are purchased for re-sale in the short term as part of a scheme of profit making, in which case the proceeds will be subject to income tax. Any discount or premium on acquisition which has already been treated as interest for income tax purposes, under section 24J of the Income Tax Act will not be taken into account when determining any capital gain or loss. If the Notes are disposed of or redeemed prior to or on maturity, an "adjusted gain on transfer or redemption of an instrument", or an "adjusted loss on transfer or redemption of an instrument", as contemplated in section 24J of the Act, must be calculated. Any such adjusted gain or adjusted loss is deemed to have been incurred or to have accrued in the year of assessment in which the transfer or redemption occurred. The calculation of the adjusted gain or adjusted loss will take into account, inter alia, all interest which has already been deemed to accrue to the Noteholder over the term that the Note has been held by the Noteholder. Under section 24J(4A) of the Income Tax Act, where an adjusted loss on transfer or redemption of an instrument realised by a holder of a Note includes any amount representing interest that has previously been included in the income of the holder, that amount will qualify as a deduction from the income of the holder during the year of assessment in which the transfer or redemption takes place and will not give rise to a capital loss

Capital gains tax under the Eighth Schedule to the Income Tax Act will not be levied in relation to Notes disposed of by a person who is not a resident of South Africa unless the Notes disposed of are attributable to a permanent establishment of that person in South Africa.

To the extent that a Noteholder constitutes a "covered person" (as defined in section 24JB of the Income Tax Act) and section 24JB applies to the Notes, the Noteholder will be taxed in accordance with the provisions of section 24JB of the Act and the capital gains tax provisions would not apply.

Purchasers are advised to consult their own professional advisers as to whether a disposal of Notes will result in capital gains tax consequences.

Definition of Interest

The references to "interest" above mean "interest" as understood in South African tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the Conditions or any related documentation.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. Each Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including South Africa) have entered into, or have agreed in substance to, intergovernmental agreements with the U.S. to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it

makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are published generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional notes that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, the relevant Issuer will not be required to pay additional amounts as a result of the withholding.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each, other than Estonia, a "**participating Member State**"). However, Estonia has ceased to participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary' market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, ICBC International Securities Limited, ING Bank N.V., J.P. Morgan Securities plc, Merrill Lynch International, MUFG Securities EMEA plc, Mizuho International plc, NatWest Markets Plc, Standard Chartered Bank, SMBC Nikko Capital Markets Limited, The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking Division) and UBS AG London Branch (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by any Issuer to, and purchased by, Dealers are set out in an Amended and Restated Dealer Agreement dated 20 May 2020 (the "**Dealer Agreement**") and made between the Issuers and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

Certain of the Dealers and their respective affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may have engaged in transactions with any Issuer in the ordinary course of their banking business and may have performed various investment banking, financial advisory and other services for any Issuer, for which they receive customary fees, and certain of the Dealers and their respective affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may provide such services in the future.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of any Issuer or its affiliates. Certain of the Dealers or their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) that have a lending relationship with any Issuer routinely hedge their credit exposure to such Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

United States of America

Regulation S Category 2 TEFRA D, unless TEFRA C is specified as applicable in the relevant Final Terms.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by

U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer and its affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA and United Kingdom Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to any retail investor in the EEA or the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, as amended or superseded; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented, warranted and agreed, and each new Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) **No deposit taking**: in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

- (b) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer; and
- (c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Australia

No Issuer is a bank or an authorised deposit-taking institution which is authorised under the Banking Act 1959 of the Commonwealth of Australia (the "**Banking Act**") to carry on banking business nor is any Issuer subject to prudential or other supervision by the Australian Prudential Regulation Authority ("**APRA**"). The Notes are neither "protected accounts" nor "deposit liabilities" within the meaning of the Banking Act. The obligations of the Issuers are not guaranteed by the Commonwealth of Australia. An investment in Notes is not covered by the depositor protection provisions in section 13A of the Banking Act, and will not entitle holders of Notes to claim under Division 2AA (Financial claims scheme for account-holders with insolvent ADIs) in the Banking Act. Without limiting other restrictions on transfer, each transfer of Notes in the Australian capital markets must comply with Banking exemption No. 1 of 2018 dated 21 March 2018 promulgated under the Banking Act and with any Guidelines published by APRA from time to time.

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the "**Australian Corporations Act**")) in relation to the Programme or any Notes has been, or will be, lodged with, or registered by, the Australian Securities & Investments Commission ("**ASIC**") or any other regulatory authority in Australia.

Each Dealer has represented and agreed, and each Dealer appointed under the Programme will be required to represent and agree, that it:

- (a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of, any Notes in, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive offering memorandum, prospectus or any other offering material or advertisement relating to the Programme or any sale of Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least AUD500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Australian Corporations Act and complies with the terms of any authority granted under the Banking Act 1959 of Australia;
- (ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Australian Corporations Act;

- (iii) such action complies with all applicable laws, regulations and directives; and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

By applying for Notes under the Base Prospectus, each person to whom Notes are issued:

- (a) will be deemed by each Issuer and each of the Dealers to have acknowledged that if any investor offers or on-sells Notes within 12 months from their issue, the Investor will be required to lodge a prospectus or other disclosure document (as defined in the Australian Corporations Act) with ASIC unless either:
 - (i) that sale is to an investor within one of the categories set out in sections 708(8) or 708(11) of the Australian Corporations Act to whom it is lawful to offer Notes in Australia without a prospectus or other disclosure document lodged with ASIC; or
 - (ii) the sale offer is received outside Australia; and
- (b) will be deemed by each Issuer and each of the Dealers to have undertaken not to sell those Notes in any circumstances other than those described in paragraphs (a)(i) and (a)(ii) above for 12 months after the date of issue of such Notes.

This Base Prospectus is not, and under no circumstances is to be construed as, an advertisement or public offering of any Notes in Australia.

Japan

The Notes have not been, and will not be, registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "FIEA"). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

South Africa

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not and will not offer or solicit any offers for sale or subscription or sell any Notes in South Africa, in each case, except in accordance with the South African Exchange Control Regulations, the Companies Act, the Banks Act and any other applicable laws and regulations of South Africa in force from time to time. In particular, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not make an "offer to the public" (as such expression is defined in the Companies Act, and which expression includes any section of the public), whether for subscription, purchase or sale in South Africa or offer Notes for subscription, or otherwise sell any Notes, to any person who, or which, is a Resident (as defined in the South African Exchange Control Regulations) other than in strict compliance with the South African Exchange Control Regulations in effect from time to time, and, without prejudice to the foregoing, that it will take all reasonable measures available to it to ensure that no Note will be purchased by, or sold to, or beneficially held or owned by, any Resident (as defined in the South African Exchange Control Regulations) other than in strict compliance with the South African Exchange Control Regulations in effect from time to time.

This Base Prospectus does not, nor is it intended to, constitute a prospectus prepared and registered under the Companies Act.

Information made available in this Base Prospectus should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

Hong Kong

Each Dealer has represented, warranted and agreed, and each new Dealer appointed under the Programme will be required to represent, warrant and undertake, that:

1. it has not offered or sold and will not offer or sell in Hong Kong by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO")) other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "CWUMPO") or which do not constitute an offer to the public within the meaning of the CWUMPO; and
2. it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Indonesia

Each Dealer has represented, warranted and agreed that the Base Prospectus has not been distributed or passed and may not be distributed or passed in the Republic of Indonesia and the Notes have not been offered or sold and will not be offered or sold in the Republic of Indonesia or to Indonesian citizens, corporations or residents wherever they are domiciled, or to Indonesian citizens, corporations or residents, in each case, in a manner which constitutes a public offering under the Indonesian capital markets law and its implementing regulations.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), unless otherwise specified before an offer of Notes, the Issuers have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in any Notes. Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and may only be offered in Switzerland pursuant to an exception from the prospectus requirements under the FinSA. No application has been or will be made to admit the Notes to trading on any trading venue (SIX Swiss Exchange Ltd. or on any other exchange or any multilateral trading facility) in Switzerland.

Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA or pursuant to the Swiss Code of Obligations (as in effect immediately prior to the entry into force of the FinSA) or pursuant to the listing rules of the SIX Swiss Exchange Ltd. or any other trading venue in Switzerland.

Neither this Base Prospectus, any Final Terms nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland. No Key Information Document according to the FinSA or any other equivalent document under the FinSA has been prepared in relation to the Notes

Belgium

Each Dealer has represented and agreed that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic

Law, as amended from time to time (a "**Belgian Consumer**"), and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

The People's Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes will not be offered or sold directly or indirectly within the PRC. This Base Prospectus, the Notes and any material or information contained or incorporated by reference herein in relation to the Notes have not been, and will not be, submitted to or approved/verified by or registered with the China Securities Regulatory Commission ("**CSRC**") or other relevant governmental and regulatory authorities in the PRC pursuant to relevant laws and regulations and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. Neither this Base Prospectus nor any material or information contained or incorporated by reference herein constitutes an offer to sell or the solicitation of an offer to buy any securities in the PRC.

The Notes may only be invested by or sold to PRC investors that are authorised to engage in the investment in the Notes of the type being offered or sold. PRC investors are responsible for obtaining all relevant government regulatory approvals/licences, verification and/or registrations themselves, including, but not limited to, any which may be required from the State Administration of Foreign Exchange, CSRC, the China Banking and Insurance Regulatory Commission and other relevant regulatory bodies, and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

The Republic of China

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of the Republic of China and/or other regulatory authority of the Republic of China pursuant to relevant securities laws and regulations and may not be sold, issued or offered within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of the Republic of China or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission of the Republic of China and/or other regulatory authority of the Republic of China. No person or entity in the Republic of China has been authorised to offer or sell the Notes in the Republic of China.

The Kingdom of Thailand

Each Dealer has represented, warranted and agreed, and each new Dealer appointed under the Programme will be required to represent, warrant and agree, that: (i) it has not offered or sold and will not offer or sell, whether directly or indirectly, any Notes in the Kingdom of Thailand; (ii) it has not made and will not make, whether directly or indirectly, any invitation to subscribe for the Notes in the Kingdom of Thailand; and (iii) it has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus, any Final Terms or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to any persons in the Kingdom of Thailand, except in compliance with the filing requirements of the Securities and Exchange Act B.E. 2535 (1992) (the "**Thai SEC Act**"), as amended and any other applicable rules, notifications and regulations regarding the filing requirements issued thereunder, or in compliance with any other applicable rules, notifications, and regulations issued under the Thai SEC Act.

General

Each Dealer has represented, warranted and agreed that it has, to the best of its knowledge and belief, complied and will comply with all applicable securities laws and regulations in each country or

jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuers and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuers. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or, in any other cases, in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

1. The establishment of the Programme was authorised by written resolutions of the Board of Directors of SBSA passed on 6 July 2007. The update of the Programme was authorised on 20 April 2020 by the chief executive of SBSA pursuant to powers delegated on 16 March 2018 by the Chairman of SBSA pursuant to powers delegated by a written resolution of the Board of Directors of SBSA passed on 7 March 2018. SBSA has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

The addition of SBG as an issuer under the Programme was authorised on 16 April 2019 by the chief executive of SBG pursuant to powers delegated on 13 March 2018 by the Chairman of SBG pursuant to powers delegated by a written resolution of the Board of Directors of SBG passed on 30 November 2017. SBG has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Significant/Material Change

2.
 - (a) Save as disclosed in "*Risk Factors - The full extent to which the recent coronavirus (COVID-19) pandemic impacts the Group's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted*", there has been no material adverse change in the prospects of SBG or SBG and its Subsidiaries (taken as a whole) nor any significant change in the financial performance or the financial position of SBG or SBG and its Subsidiaries (taken as a whole), since 31 December 2019.
 - (b) Save as disclosed in "*Risk Factors - The full extent to which the recent coronavirus (COVID-19) pandemic impacts the Group's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted*", there has been no material adverse change in the prospects of SBSA or SBSA and its Subsidiaries (taken as a whole) nor any significant change in the financial performance or the financial position of SBSA or SBSA and its Subsidiaries (taken as a whole), since 31 December 2019.

Auditors

3. The financial statements of each Issuer have been audited without qualification for the years ended 31 December 2019 and 31 December 2018 by KPMG Inc. whose address is KPMG Crescent, 85 Empire Road, Parktown 2193, South Africa and PricewaterhouseCoopers Inc. whose address is 4 Lisbon Lane, Waterfall City, Jukskei View 2090, South Africa. Each Issuer's auditors are members of the Independent Regulatory Board for Auditors, whose address is Building 2, Greenstone Hill Office Park, Emerland Boulevard, Modderfontein, South Africa.

Approvals

4. As at the date of this Base Prospectus each Issuer will have to obtain FSD approval for the issue of each Tranche of Notes under the Programme.

Documents on Display

5. Copies of the following documents may be inspected during normal business hours at the specified offices of the Fiscal Agent and from the registered office of each Issuer for 12 months

from the date of this Base Prospectus. In addition, the documents listed at (a), (b), (c), (g) and (h) below will be available for inspection for 12 months from the date of this Base Prospectus at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/>:

- (a) the certificate of incorporation and memorandum of incorporation of each Issuer;
- (b) the audited financial statements of SBSA for the years ended 31 December 2019 and 31 December 2018;
- (c) the audited financial statements of SBG for the years ended 31 December 2019 and 31 December 2018;
- (d) the Agency Agreement;
- (e) the Deeds of Covenant;
- (f) the programme manual (which contains the forms of the Note Certificates in global and individual form) dated 20 May 2020 and signed for the purposes of identification by the Issuers and the Fiscal Agent;
- (g) a copy of this Base Prospectus; and
- (h) any future prospectuses and supplements including Final Terms (save for a Final Terms relating to Notes which are neither admitted to trading on a regulated market in the EEA or the United Kingdom nor offered in the EEA or the United Kingdom in circumstances where a prospectus is required to be published under the Prospective Regulation) to this Base Prospectus.

Clearing of the Notes

- 6. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The Legal Entity Identifier for SBSA is QFC8ZCW3Q5PRXU1XTM60.

The Legal Entity Identifier for SBG is 2549003PEZXUT7MDBU41.

Use of Proceeds

- 7. The net proceeds of the issue of each Tranche of Notes will be applied by the relevant Issuer for its general corporate purposes. Notes may be issued as Green Bonds. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

Post Issuance Information

- 8. Other than in relation to Green Bonds, the Issuers do not intend to provide any post issuance information in relation to any Note issues.

Dealers transacting with the Issuers

- 9. Certain of the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for any Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may have positions, deal or make markets in

the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the relevant Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of any Issuer or its affiliates. Certain of the Dealers or their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) that have a lending relationship with any Issuer routinely hedge their credit exposure to such Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (as defined under Rule 501(b) of Regulation D of the Securities Act) may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Compliance by Standard Bank Group Limited with the Commercial Paper Regulations

10. The information provided in this paragraph is provided solely for the purpose of compliance by Standard Bank Group Limited with the Commercial Paper Regulations promulgated in terms of the Banks Act under Government Notice number 2172 published in Government Gazette number 16167, dated 14 December 1994.

References in this paragraph 10 to:

- (a) a Tranche of Notes are to each Tranche of Notes which is both:
- (b) issued by Standard Bank Group Limited; and
- (c) offered and sold [to investors] in South Africa.
- (d) the Issue Date are to the Issue Date specified in the applicable Final Terms relating to the relevant Tranche of Note; and
- (e) the Issuer are to Standard Bank Group Limited.

Disclosure requirements in terms of paragraph 3(5) of the Commercial Paper Regulations

The information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is set out in this paragraph 10 (except where such information is (a) modified or superseded in a supplement to the Base Prospectus and/or (b) disclosed in the Final Terms):

- 1. Issuer and Ultimate Borrower** (paragraph 3(5)(a) of the Commercial Paper Regulations)

The Issuer of the relevant Tranche of Notes is Standard Bank Group Limited (incorporated with limited liability under registration number 1969/017128/06 in South Africa).

The "*ultimate borrower*" is the Issuer.

2. Going concern (paragraph 3(5)(b) of the Commercial Paper Regulations)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.

3. Auditor (paragraph 3(5)(c) of the Commercial Paper Regulations)

The auditors of the Issuer as at the Issue Date are KPMG Incorporated and PricewaterhouseCoopers Incorporated.

KPMG Incorporated and PricewaterhouseCoopers Incorporated have acted as the auditors of the Issuer's latest audited financial statements.

4. Total amount of Commercial Paper (paragraph 3(5)(d) of the Commercial Paper Regulations)

(a) As at the date of this Base Prospectus, the Issuer has issued "*commercial paper*" (as defined in the Commercial Paper Regulations) in an aggregate amount of R6 billion. The Final Terms applicable to each Tranche of Notes will specify the aggregate amount of commercial paper issued by the Issuer for the purposes of the Commercial Paper Regulations prior to the Issue Date of the relevant Tranche of Notes.

(b) As at the date of this Base Prospectus, to the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue "*commercial paper*" (as defined in the Commercial Paper Regulations) in an aggregate amount of R3.2 billion during the Issuer's current financial year (the "Estimated Aggregate Amount of Commercial Paper"). The Final Terms applicable to each Tranche of Notes will specify, to the best of the Issuer's knowledge and belief, the Estimated Aggregate Amount of Commercial Paper as at the relevant Issue Date.

5. Other information (paragraph 3(5)(e) of the Commercial Paper Regulations)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in each Tranche of Notes is contained in the Base Prospectus, any applicable supplement to the Base Prospectus and the applicable Final Terms.

6. Material adverse change (paragraph 3(5)(f) of the Commercial Paper Regulations)

Save as disclosed in any applicable supplement to the Base Prospectus, there has been no material adverse change in the Issuer's financial position since the date of the Issuer's last audited financial statements.

7. Listing (paragraph 3(5)(g) of the Commercial Paper Regulations)

The applicable Final Terms will specify whether a Tranche of Notes will be unlisted or will be listed on the Regulated Market of the London Stock Exchange.

8. Use of proceeds (paragraph 3(5)(h) of the Commercial Paper Regulations)

The proceeds of the issue of each Tranche of Notes will be used by the Issuer for its general corporate purposes. Notes may be issued as Green Bonds. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

9. Security (paragraph 3(5)(i) of the Commercial Paper Regulations)

Each Tranche of Notes is unsecured.

10. Audited financial statements (paragraphs 3(5)(j)(i) and (j)(ii) of the Commercial Paper Regulations)

Where, in relation to the issue and placing of a Tranche of Notes, the Base Prospectus and/or the Final Terms is distributed and/or made available for inspection in South Africa, a copy of the Issuer's latest audited annual financial statements will at all times separately accompany (either by electronic delivery or by physical delivery) the Base Prospectus and/or the Final Terms, as required by the Commercial Paper Regulations.

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