

DEFERRED PROSECUTION AGREEMENT

Standard Bank PLC (now known as ICBC Standard Bank PLC) ("Standard Bank"), by its undersigned representatives pursuant to authority granted by Standard Bank's Board of Directors, and the Director of the Serious Fraud Office (the "SFO") enter into this Deferred Prosecution Agreement (the "Agreement"). This Agreement comes into force on the day when the Court makes a declaration pursuant to Schedule 17, section 8(1) and (3) of the Crime and Courts Act 2013.

The terms and conditions of this Agreement are as follows:

The Indictment and Acceptance of Responsibility

1. Standard Bank agrees that the SFO will prefer a draft Indictment numbered U20150854 charging Standard Bank as follows:

STATEMENT OF OFFENCE

Failure of a commercial organisation to prevent bribery, contrary to section 7 of the Bribery Act 2010

PARTICULARS OF OFFENCE

Standard Bank PLC, now known as ICBC Standard Bank PLC, between the 1st day of June 2012 and the 31st day of March 2013, failed to prevent a person or persons associated with Standard Bank PLC, namely Stanbic Bank Tanzania Limited and / or Bashir Awale and / or Shose Sinare, from committing bribery in circumstances in which they intended to obtain or retain business or an advantage in the conduct of business for Standard Bank PLC, namely by

- (i) Promising and/or giving EGMA Limited 1% of the monies raised or to be raised by Standard Bank PLC and Stanbic Bank Tanzania Limited for the Government of Tanzania, where EGMA Limited was not providing any or any reasonable consideration for this payment; and
 - (ii) Intending thereby to induce a representative or representatives of the Government of Tanzania to perform a relevant function or activity improperly, namely, showing favour to Standard Bank PLC and Stanbic Bank Tanzania in the process of appointing or retaining them in order to raise the said monies.
2. Standard Bank agrees that the Statement of Facts is true and accurate.

3. In the event of it becoming necessary for the SFO to pursue the prosecution that is deferred by this Agreement, Standard Bank agrees that it will not contest the admissibility of, nor contradict, the Statement of Facts in any such proceedings, including a guilty plea and sentencing. The Statement of Facts will be treated as an admission by Standard Bank of the facts stated therein under section 10 of the Criminal Justice Act 1967 in any criminal proceedings brought against Standard Bank for the alleged offence contained in the Indictment.

Term of the Agreement

4. This Agreement is effective for a period beginning on the date on which the Court makes a declaration under Schedule 17, Section 8(1) and (3) of the Crime and Courts Act 2013 and ending 3 years from that date on the 30th day of November 2018 (the "Term").

Scope of Agreement

5. These terms do not provide any protection against prosecution for conduct not disclosed by Standard Bank prior to the date on which the Agreement comes into force nor does it provide protection against prosecution for any future criminal conduct committed by Standard Bank. In addition these terms do not provide any protection against prosecution of any present or former officer, director, employee or agent of Standard Bank.

Deferred Prosecution

6. In consideration of:
 - (i) The past and future cooperation of Standard Bank as described in part A below and
 - (ii) Standard Bank's payment of compensation of US\$ 6,000,000 plus interest in the amount of US\$ 1,046,196.58 and
 - (iii) Standard Bank's payment of a financial penalty of US\$ 16.8 million and
 - (iv) Standard Bank's payment of costs of £330,000 and
 - (v) Standard Bank's disgorgement of profit of US\$ 8,400,000 and
 - (vi) Standard Bank agreeing to commission and submit to, at its own expense, an independent review of its existing internal anti-bribery and corruption controls, policies, and procedures regarding compliance with the Bribery Act 2010 and other applicable anti-corruption laws as described in part F below

The SFO agrees that, subject to the Court's approval of the Agreement, the draft Indictment number U20150854 should on being preferred immediately be suspended for the Term of the Agreement.

7. The SFO further agrees that if Standard Bank fully complies with all its obligations under this Agreement or the Agreement as varied with approval of the Court, the SFO will not continue the prosecution against Standard Bank upon Indictment number U20150854 and at the conclusion of the Term the Agreement will expire. Within 30 days of this Agreement's expiration the SFO will give notice to the Court and to Standard Bank that the proceedings under Indictment number U20150854 are to be discontinued.
8. After the expiry of the Agreement the SFO may institute fresh proceedings if the SFO believes that during the course of negotiations for the Agreement Standard Bank provided inaccurate, misleading or incomplete information to the SFO and Standard Bank knew, or ought to have known, that the information was inaccurate, misleading or incomplete.

Terms

A. Co-operation

9. Standard Bank shall cooperate fully and honestly with the SFO and, as directed by the SFO, any other agency or authority, domestic or foreign, and Multilateral Development Banks, in any and all matters relating to the conduct arising out of the circumstances the subject of the Indictment number U20150854 and described in the Statement of Facts.
10. Standard Bank shall disclose to the SFO, and, as directed by the SFO, any other agency or authority, domestic or foreign, and Multilateral Development Banks all information and material in the possession, custody or control of Standard Bank, not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, in respect of its activities and those of its present and former directors, employees, agents, consultants, contractors and sub-contractors, concerning all matters relating to the conduct described in this Agreement and the Statement of Facts.
11. Nothing in clauses 9 or 10 is intended to derogate from Standard Bank's legal rights to raise any defences or assert affirmative claims in civil, regulatory and criminal proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts.

B. Compensation

12. The SFO and Standard Bank agree that Standard Bank will pay compensation to be held initially by the SFO for the benefit of the Government of the United Republic of Tanzania in

the amount of US\$ 6,000,000 plus interest of US\$ 1,046,196.58 and failure to do so will constitute a breach of this Agreement.

13. Standard Bank will, subject to paragraph 14 below, pay the compensation within seven (7) days of the Court's declaration under Schedule 17 section 8(1) and (3) of the Crime and Courts Act 2013.
14. At the sole discretion of the SFO late payment of the compensation by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgement debts in the High Court.
15. Standard Bank agrees that no tax reduction will be sought in the UK or elsewhere in connection with the payment of compensation.

C. Disgorgement of Profits

16. The SFO and Standard Bank agree that US \$8,400,000 is the amount of profit gained as a result of the alleged offence described in the draft Indictment and Statement of Facts. Therefore Standard Bank agrees to disgorge this amount and to pay this amount to the SFO for onward transmission to the Consolidated Fund. Standard Bank will pay this sum within seven (7) days of the Court's declaration under Schedule 17 section 8(1) and (3) of the Crime and Courts Act 2013 and, subject to paragraph 17 below, failure to do so will constitute a breach of this Agreement. The disgorgement of profits is final and shall not be refunded.
17. At the sole discretion of the SFO late payment of disgorged profits by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgement debts in the High Court.
18. Standard Bank acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of this US\$8,400,000 disgorgement.

D. Payment of a Financial Penalty

19. The SFO and Standard Bank agree that Standard Bank will pay a financial penalty to the SFO for onward transmission to the Consolidated Fund in the amount of US\$16.8 million and failure to do so will, constitute a breach of this Agreement.
20. Standard Bank will, subject to paragraph 21, pay the financial penalty within seven (7) days of the Court's declaration under Schedule 17 section 8(1) and (3) of the Crime and Courts Act 2013. The US\$16.8 million financial penalty is final and shall not be refunded.

21. At the sole discretion of the SFO late payment of the financial penalty by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgement debts in the High Court.
22. Standard Bank agrees that no tax reduction will be sought in the UK or elsewhere in connection with the payment of this financial penalty.

E. Costs

23. The SFO and Standard Bank agree that Standard Bank will pay the reasonable costs of the SFO's investigation and of entering into this Agreement in the amount of £330,000 to the SFO. Standard Bank will pay this sum to the SFO subject to paragraph 24, within seven (7) days of the Court's declaration under Schedule 17 section 8(1) and (3) of the Crime and Courts Act 2013 and failure to do so will constitute a breach of this Agreement. The payment of costs is final and shall not be refunded.
24. At the sole discretion of the SFO late payment of the SFO's costs by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgement debts in the High Court.
25. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher costs order.
26. Standard Bank acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of this costs order

F. Corporate Compliance Programme

27. Standard Bank will undertake a review including the implementation of its existing internal controls, policies, and procedures regarding compliance with the Bribery Act 2010 and other applicable anti-corruption laws.
28. In particular, Standard Bank at its own expense will:
 - a. Within one (1) month commission an independent report to be completed within six (6) months of the scope being agreed by Price Waterhouse Coopers LLP and the SFO on its current anti-bribery and corruption policies (not including KYC or client due diligence procedures) and their implementation. The report should include where appropriate advice or recommendations on:
 - i. circumstances where third party intermediaries (such as introducers, consultants and local partners) are involved with transactions in which

Standard Bank participates in a consortium or any other form of association in order to conduct its operations, irrespective of the existence of any formal contractual or direct payment relationship between those parties and the Bank.

- ii. its anti-bribery and corruption training system measures to monitor training completion; and
 - iii. the effectiveness of the anti-bribery and corruption training provided and the level of anti-bribery and corruption awareness raised among its employees.
- b. within three (3) months agree a scope with Price Waterhouse Coopers LLP and the SFO.
 - c. within twelve (12) months of the date of the final independent report to the satisfaction of the independent reviewer implement the advice or recommendations contained in the independent report.
29. Standard Bank will permit Price Waterhouse Coopers LLP access to any such material they request in order to collect relevant information and fulfil their function.
30. Standard Bank will require Price Waterhouse Coopers LLP to co-operate generally with the SFO as requested by it and to provide the SFO with a copy of (his/her) reports immediately on completion, notify the SFO where requested of Standard Bank's progress in implementing the recommendations of the independent reviewer and confirm to the SFO Standard Bank's compliance with paragraph 28 above.
31. The ultimate responsibility for identifying, assessing and addressing risks remains with the Board of Directors of Standard Bank.
32. Implementation of additional controls, policies and procedures shall not be construed in any future proceedings as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. Nothing in this clause is intended to derogate from Standard Bank's legal rights to raise that implementation as part of any defences, or for it to assert affirmative claims, in civil, regulatory and criminal proceedings relating to the independent review conducted under this Agreement or the matters set out in the Statement of Facts.

Breach of the Agreement

33. If, during the Term of this Agreement, the SFO believes that Standard Bank has failed to comply with any of the terms of this Agreement, the SFO may make a breach application to

the Court. In the event that the Court terminates the Agreement the SFO may make an application for the lifting of the suspension of indictment associated with the DPA and thereby reinstitute criminal proceedings.

34. In the event that the SFO believes that Standard Bank has failed to comply with any of the terms of this Agreement the SFO agrees to provide Standard Bank with written notice of such alleged failure prior to commencing proceedings resulting from such failure. Standard Bank shall, within 14 days of receiving such notice, have the opportunity to respond to the SFO in writing to explain the nature and circumstances of the failure, as well as the actions Standard Bank has taken to address and remedy the situation. The SFO will consider the explanation in deciding whether to make an application to the Court.

Sale or merger of Standard Bank

35. Standard Bank agrees that in the event that, during the Term of this Agreement, it sells, merges or transfers all or substantially all of its business operations as they exist at the date of this Agreement, whether such sale is an asset sale, merger or transfer it shall include in any contract for sale, merger or transfer a provision binding the purchaser or successor to the obligations described in this Agreement.

Public statements

36. Standard Bank agrees that it shall not make, and it shall not authorise its present or future lawyers, officers, directors, employees, agents, its parent company, sister companies, subsidiaries or shareholders or any other person authorised to speak on Standard Bank's behalf to make any public statement contradicting the matters described in the Statement of Facts. This paragraph does not apply to any statement made by any present or former director, officer, employee or agent of Standard Bank in the course of any criminal or civil proceedings instituted against or by the said individual.

Warranty

37. Standard Bank warrants that:
- i. the information provided to the prosecutor throughout the DPA negotiations and upon which the DPA is based does not knowingly contain inaccurate, misleading or incomplete information relevant to the conduct Standard Bank has disclosed to the SFO.
 - ii. it will notify the SFO and provide where requested any documentation or other material that it becomes aware of whilst this Agreement is in force which it knows or

suspects would have been relevant to the offences particularised in the draft indictment.

38. Standard Bank agrees to its current and former legal advisors (Herbert Smith Freehills and Jones Day respectively) providing a warranty in the same terms as paragraph 37.i above.

Consent

Agreed

For ICBC Standard Bank PLC:

Name:

Position:

Dated day of 2015

For the Serious Fraud Office:

Name: David Green, CB QC,

Position: Director

Dated day of 2015