



## **APPLICABLE PRICING SUPPLEMENT**

### **ABSA BANK LIMITED**

*(Incorporated in the Republic of South Africa with limited liability with company registration number 1986/004794/06)*

### **Issue of ZAR 30,000,000 R2030 Credit-Linked Notes**

### **under its ZAR 60,000,000,000 Master Structured Note Programme registered with the JSE Limited t/a The Johannesburg Stock Exchange**

This Applicable Pricing Supplement must be read in conjunction with the Master Structured Note Programme Memorandum dated on or about 16 August 2021 and registered with the JSE on or about 18 August 2021, as amended and/or supplemented from time to time (“the Master Programme Memorandum”), prepared by Absa Bank Limited in connection with the Absa Bank Limited ZAR60,000,000,000 Master Structured Note Programme.

With effect from the date on which this Applicable Pricing Supplement is signed, this Applicable Pricing Supplement shall replace and supersede any previous Applicable Pricing Supplement in all respects and this Applicable Pricing Supplement shall constitute the only pricing supplement relating to the Notes of this Tranche.

Any capitalised terms not defined in this Applicable Pricing Supplement have the meanings ascribed to them in the Glossary of Terms, as amended by the Applicable Product Supplement.

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. The Notes described herein are issued on and subject to the Terms and Conditions as replaced, amended and/or supplemented by the Applicable Product Supplement and/or this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the provisions of this Applicable Pricing Supplement and the provisions of the Master Programme Memorandum and/or the Applicable Product Supplement, the provisions of this Applicable Pricing Supplement will prevail.

The Holders of the Notes should ensure that: (i) they fully understand the nature of the Notes and the extent of their exposure to risks, and (ii) they consider the suitability of the Notes as an investment in the light of their own circumstances and financial position.

The Notes involve a high degree of risk, including the risk of losing some or a significant part of the Noteholder’s initial investment. A Noteholder should be prepared to sustain a total loss of its investment in the Notes. The Notes represent general, unsecured, unsubordinated, contractual obligations of the Issuer and rank *pari passu* in all respects with each other.

Noteholders are reminded that the Notes constitute obligations of the Issuer only and of no other person. Therefore, potential Noteholders should understand that they are relying on the credit worthiness of the Issuer.

DESCRIPTION OF THE NOTES	
1. Issuer:	Absa Bank Limited (“Absa”)
2. Applicable Product Supplement:	2014 Credit Linked Notes Applicable Product Supplement contained in Section IV-B of the Master Programme Memorandum.
3. Status of Notes:	Unsubordinated and Unsecured.
4. Listing:	Listed Notes
5. Issuance Currency:	ZAR
6. Series Number:	2022-74
7. Tranche Number:	1
8. Aggregate Nominal Amount:	
a) Series:	ZAR 30,000,000
b) Tranche:	ZAR 30,000,000
9. Interest:	Interest-bearing
10. Interest Payment Basis:	Mixed Rate Notes
11. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another:	Not Applicable
12. Form of Notes:	Registered Listed Notes: The Notes in this Tranche will be issued in uncertificated form and held by the CSD
13. Issue Date:	20 April 2022
14. Trade Date:	11 April 2022
15. Specified Denomination:	ZAR 1,000,000 per Note
16. Issue Price:	100%

17.	Interest Commencement Date	20 April 2022
18.	Maturity Date:	31 January 2030
19.	Applicable Business Day Convention:	Following Business Day Convention
20.	Business Days:	Johannesburg
21.	Final Redemption Amount:	ZAR 25,000,000
22.	Credit Event Backstop Date:	Applicable
23.	Last Date to Register:	The 11 <sup>th</sup> (eleventh) calendar day before each Floating Interest Payment Date or Fixed Interest Payment Date, i.e. each of 20 <sup>th</sup> January, 19 <sup>th</sup> April, 20 <sup>th</sup> July and 20 <sup>th</sup> October of each calendar year until 31 <sup>st</sup> January 2025, and each of 20 <sup>th</sup> January and 20 <sup>th</sup> July of each calendar year thereafter or if such day is not a Business Day then the close of business on the Business Day immediately preceding the first day of a books closed period during the period commencing on the Issue Date and ending on the Maturity Date
24.	Books Closed Periods:	The Register will be closed for a period of 10 (ten) calendar days prior to each Floating Interest Payment Date, Fixed Interest Payment Date and prior to the Maturity Date, i.e. each of the following periods, 21 <sup>st</sup> January to 31 <sup>st</sup> January, 20 <sup>th</sup> April to 30 <sup>th</sup> April, 21 <sup>st</sup> July to 31 <sup>st</sup> July and 21 <sup>st</sup> October to 31 <sup>st</sup> October of each calendar year until 31 <sup>st</sup> January 2025 and 21 <sup>st</sup> January to 31 <sup>st</sup> January and 21 <sup>st</sup> July to 31 <sup>st</sup> July of each calendar year thereafter during the term of the Notes, the first 10 calendar days period being 21 <sup>st</sup> July to 31 <sup>st</sup> July 2022 and the last period being the 10 day period ending with the Maturity Date
25.	Value of aggregate Nominal Amount of all Notes issued under the Master Structured Note Programme as at the Issue Date:	ZAR41,184,985,310.52
<b>MIXED RATE NOTES:</b>		Applicable
26.	Periods during which the interest rate for Mixed Rate Notes will be applicable:	

(i) Floating Rate Notes:	From and including Interest Commencement Date to, but excluding, 31 <sup>st</sup> January 2025
(ii) Fixed Rate Notes:	From and including 31 <sup>st</sup> January 2025 to, but excluding, the Maturity Date
<b>27. FLOATING RATE NOTES:</b>	Applicable

(a) Floating Interest Payment Date(s)	Each of 31 <sup>st</sup> January, 30 <sup>th</sup> April, 31 <sup>st</sup> July and 31 <sup>st</sup> October with the first Floating Interest Payment Date being, 31 <sup>st</sup> July 2022 and ending on 31 <sup>st</sup> January 2025 or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention.
(b) Minimum Interest Rate:	Not Applicable
(c) Maximum Interest Rate:	Not Applicable
(d) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision):	The Day Count Fraction is Actual/365 (Fixed)
(e) Manner in which the Interest Rate is to be determined:	Screen Rate Determination
(f) Margin:	305 basis points (or 3.05%) to be added to the relevant Reference Rate.
(g) If Screen Determination:	
(i) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated):	ZAR-JIBAR-SAFEX (3 months)
(ii) Interest Rate Determination Dates:	The first Interest Determination Date will be the Interest Commencement Date, thereafter each of 31 <sup>st</sup> January, 30 <sup>th</sup> April, 31 <sup>st</sup> July, and 31 <sup>st</sup> October in each calendar year, during the term of the Notes, commencing on the Interest Commencement Date and ending on the 31 <sup>st</sup> October 2024, as adjusted or determined in accordance with the Applicable Business Day Convention.
(iii) Relevant Screen Page and Reference Code:	Reuters RIC <SFX3MYLD> on Reuters Page "SAFEY" (Page number ZA01209).
(h) If Interest Rate to be calculated otherwise than Screen Determination, insert basis for determining Interest Rate/Margin/Fallback provisions:	Not Applicable

(i) Calculation Agent responsible for calculating amount of principal and interest:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof, acting in good faith and in a commercially reasonable manner.
(j) Interest Period:	Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention);
<b>FIXED RATE NOTES:</b>	Applicable
28. a) Fixed Interest Payment Dates:	Each of 31 <sup>st</sup> January and 31 <sup>st</sup> July of each calendar year during the term of the Notes, commencing on 31 <sup>st</sup> July 2025 and ending on the Maturity Date or, as adjusted in accordance with the Applicable Business Day Convention
b) Fixed Interest Rate:	9.2% per annum payable semi-annually on the Fixed Interest Payment Dates
c) Day Count Fraction:	The Day Count Fraction is Actual/365 (Fixed).
d) Calculation Agent responsible for calculating amount of principal and interest:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof, acting in good faith and in a commercially reasonable manner.
<b>CREDIT EVENT REDEMPTION:</b>	
29. Type of Credit Linked Note:	Single Name CLN
30. Redemption at Maturity:	Final Redemption Amount
31. Redemption following the occurrence of Credit Events:	Applicable
32. Extension interest:	Not Applicable
33. Reference Entity:	Republic of South Africa

34.	Financial Statements of the Reference Entity:	The Issuer of the Reference Obligation is listed on the interest rate market of JSE and as per rule 4.30(c)(i) of the JSE Debt Listings Requirements, no additional information is required to be provided herein
35.	Standard Reference Obligation:	Not Applicable
36.	Reference Obligation:	<p>The obligation identified as follows:</p> <p>Primary Obligor: Republic of South Africa</p> <p>Maturity Date: 31 January 2030</p> <p>Coupon: 8.00%</p> <p>CUSIP/ISIN: ZAG000106998</p>
37.	Substitute Reference Obligation:	Applicable
38.	Transaction Type:	Not Applicable
39.	All Guarantees:	Applicable
40.	Conditions to Settlement:	<p>Applicable</p> <p>Credit Event Notice: Applicable</p> <p>Notice of Publicly Available Information: Applicable</p>
41.	Credit Events:	<p>The following Credit Events apply:</p> <p>Failure to Pay</p> <p>Grace Period Extension: Applicable</p> <p>Grace Period: 30 calendar days</p> <p>Payment Requirement: ZAR 10,000,000</p> <p>Obligation Acceleration</p> <p>Repudiation/Moratorium</p> <p>Restructuring</p> <p>Default Requirement: ZAR 25,000,000</p> <p>Mod R: Not Applicable</p> <p>Mod Mod R: Not Applicable</p> <p>Multiple Holder Obligation: Not Applicable</p>

42. Credit Event Accrued Interest:	Not Applicable
43. Obligations:	Obligation Category: Reference Obligation Only Obligation Characteristics: None
44. Excluded Obligations:	None
45. Issuer CLN Settlement Option:	Not Applicable
<b>SETTLEMENT:</b>	
46. (a) CLN Settlement Method:	Cash Settlement
b) Credit Event Redemption Amount:	Means in respect of each Note an amount equal to the CLN Cash Settlement Amount (as defined below) minus such Note's pro rata share of the Settlement Expenses.
(c) CLN Cash Settlement Amount:	<p>Means an amount in ZAR calculated by the Calculation Agent, which amount shall not be less than zero, equal to:</p> <p>(i) The amount equal to: the product of (a) the Reference Obligation Aggregate Nominal Amount and (b) Final Price; plus</p> <p>(ii) the Hedging Costs (as defined below).</p> <p><b>"Hedging Costs"</b> means in respect of the Notes, an amount determined by the Calculation Agent in a commercially reasonable manner equal to any expense, loss or costs (in which case expressed as a negative number) or gain (in which case expressed as a positive number) incurred (or expected to be incurred) by or on behalf of the Issuer as a result of its terminating, liquidating, modifying, obtaining or re-establishing any hedge term deposit, related interest rate swap position or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with the Notes.</p> <p><b>"Reference Obligation Aggregate Nominal Amount"</b> means ZAR 32,244,315</p>
<b>PROVISIONS REGARDING REDEMPTION / MATURITY</b>	
47. Redemption at the option of the Issuer:	Yes in the event of an Optional Call Redemption Event as described below.



If yes:	
<b>A) Optional Call Redemption Event:</b>	
(a) Optional Call Redemption Event:	The Issuer may redeem the Notes on any Business Day selected by the Issuer on or after the occurrence of a Reference Obligation Early Redemption Event (such day being designated “Optional Call Redemption Date”). For purposes of the above, “Reference Obligation Early Redemption Event” means the redemption of the Reference Obligation by the Reference Entity as issuer of the Reference Obligation for any reason whatsoever, in whole or in part, prior to its final maturity date in accordance with, and as contemplated in, the terms and conditions of the applicable pricing supplement of the Reference Obligation, as determined by the Issuer.
(b) Optional Call Redemption Amount:	In respect of a Note, an amount determined and calculated by the Issuer, equal to the aggregate of: <ul style="list-style-type: none"> <li>(i) The Reference Obligation Outstanding Nominal Amount unless there has been default under the Reference Obligation, in which event it shall be the product of (a) the Reference Obligation Outstanding Nominal Amount and (b) Final Price, plus</li> <li>(ii) the Hedging Costs</li> </ul>
(c) Minimum period of Notice:	The minimum period of written or oral notice for the purposes of this provision shall be One (1) Business Day and the notice shall be called an “ <b>Optional Call Redemption Notice</b> ”.
(d) Other terms applicable on Redemption:	The sentence in line 2 of Condition 8.3 of the Terms and Conditions of the Notes “the Issuer may, having given not less than 15 (fifteen) nor more than 60 (sixty) calendar days’ irrevocable notice to the Noteholders in accordance with Condition 16 (Notices)” is deemed to be deleted and replaced by the following sentence “the Issuer may, having given not less than 1(one) Business Day’s irrevocable notice to the Noteholders in accordance with Condition 16 (Notices)” for the purposes of the Notes.
48. Redemption at the Option of Noteholders:	No

49.	Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law or on Event of Default (if required):	Yes
	If yes:	
	(a) Amount payable; or	The Early Redemption Amount determined and calculated by the Calculation Agent in accordance with Condition 8.5 of the Terms and Conditions of the Notes
	(b) Method of calculation of amount payable:	Not Applicable
<b>GENERAL</b>		
50.	Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
51.	Settlement, Calculation & Paying Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
52.	Calculation Agent City:	Johannesburg
53.	Specified office of the Settlement, Calculation & Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
54.	Additional selling restrictions:	Not Applicable
55.	ISIN No.:	ZAG000185323
56.	Stock Code:	ASN834
57.	Method of distribution:	Private Placement
58.	If syndicated, names of Managers:	Not Applicable
59.	If non-syndicated, name of Dealer:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
60.	Governing law:	The laws of the Republic of South Africa

61. Issuer Rating on Issue Date:	Issuer Rating: zaAA being the National Long-Term Credit Rating as assigned by Standard & Poor's on 26 November 2019 and to be reviewed by Standard & Poor's from time to time.
62. Issuer Central Securities Depository Participant (CSDP):	Absa Bank Limited
63. Debt Listing Requirements:	In accordance with Section 4.17 of the Debt Listing Requirements, the Issuer confirms that the Programme Amount has not been exceeded at the time of the issuing of the Notes.
64. Material Change in Financial or Trading Position	The Issuer confirms that as at the date of this Applicable Pricing Supplement, there has been no material change in the financial or trading position of the Issuer and subsidiaries (where applicable) since the date of the Issuer's Annual consolidated and separate financial statements for the reporting period ended 31 December 2021.

**Responsibility:**

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that this Applicable Pricing Supplement contains all information required by law and the JSE Debt Listing Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement and the annual financial report, the amendments to the annual financial report or any supplements from time to time, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Applicable Pricing Supplement and the annual financial report of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Applicable Pricing Supplement and the annual financial report of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listing of the debt securities is not to be taken in any way as an indication of the merits of the Issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application is hereby made to list this issue of Notes on 20 April 2022.

**ABSA BANK LIMITED**

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Name: Shamila Thomas

Capacity: Confirmations Specialist

Date: 14 April 2022

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Name: Nicolette Burger

Capacity: Specialist Settlements FICC Operations

Date: 14 April 2022