



## **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 ZAR250,000,000.00 Nedbank Group Limited Credit Linked Notes due April 2028**

### **under its ZAR60,000,000,000 Master Structured Note Programme**

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.

<b>DESCRIPTION OF THE NOTES</b>	
1. Issuer:	Absa Bank Limited
2. Applicable Product Supplement:	The 2014 Credit Linked Notes Applicable Product Supplement contained in Section IV-B of the Master Programme Memorandum applies in respect of the credit linked features of the Notes.
3. Status of Notes:	Unsubordinated and unsecured.
4. Listing:	Listed Notes
5. Issuance Currency:	ZAR
6. Series Number:	2023-048
7. Tranche Number:	1
8. Aggregate Nominal Amount:	
(a) Series:	ZAR250,000,000.00
(b) Tranche:	ZAR250,000,000.00
9. Interest:	Interest bearing
10. Interest Payment Basis:	Floating
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:	06 April 2023
14. Trade Date:	30 March 2023
15. Specified Denomination:	ZAR 1,000,000 per Note.
16. Issue Price:	100% of the Aggregate Nominal Amount, i.e. ZAR 250,000,000.00
17. Interest Commencement Date:	Issue Date
18. Maturity Date:	06 April 2028, subject to adjustment in accordance with the Applicable Business Day Convention.

19.	Applicable Business Day Convention:	Following Business Day Convention.
20.	Business Days:	Johannesburg
21.	Final Redemption Amount:	Provided that the Notes have not been redeemed prior to the Maturity Date, on the Maturity Date of the Notes, the Final Redemption Amount will be the Aggregate Nominal Amount (ZAR 250, 000, 000.00), plus any accrued but unpaid interest due on the Maturity Date
22.	Credit Event Backstop Date:	Applicable
23.	Last Date to Register:	The 11th (eleventh) calendar day before each Floating Interest Payment Date or Fixed Interest Payment Date, i.e. each of 26 December, 26 March, 25 June, and 25 September of each calendar year until the Maturity Date, each such day subject to adjustment in accordance with the Applicable Business Day Convention
24.	Books Closed Period:	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, 27 December to 06 January, 27 March to 06 April, 26 June to 06 July and 26 September to 06 October of each calendar year until the Maturity Date, subject to adjustment in accordance with the Applicable Business Day Convention
25.	Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	<p>As at the date of this issue, the Issuer has issued Notes in the aggregate total amount of ZAR52,515,662,037.54 under the Master Structured Note Programme.</p> <p>The aggregate Nominal Amount of all Notes issued under the Master Structured Note Programme as at the Issue Date, together with the aggregate Nominal Amount of this Tranche (when issued), will not exceed the Programme Amount.</p>
26.	<b>FLOATING RATE NOTES</b>	
	(a) Floating Interest Payment Date(s)	Each 06 January, 06 April, 06 July, and 06 October with the first Floating Interest Payment Date being 06 July 2023 and ending on the Maturity Date,

	subject to adjustment 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:	The Day Count Fraction is Actual/365 (Fixed).
(e) Manner in which the Interest Rate is to be determined:	Screen Rate Determination
(f) Margin:	327.5 basis points (or 3.275%) 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 Issue Date, thereafter each of 06 January, 06 April, 06 July, and 06 October in each calendar year, during the term of the Notes, commencing on the Issue Date and ending on the Maturity Date, 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) 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>CREDIT EVENT REDEMPTION</b>	
27. Type of Credit Linked Note:	Single Name CLN
28. Redemption at Maturity:	Final Redemption Amount
29. Redemption following the occurrence of Credit Events:	Applicable
30. Extension interest:	Not Applicable
31. Reference Entity:	Nedbank Group Limited
32. Financial Statements of the Reference Entity:	The Issuer of the Reference Obligation is listed on the interest rate market of the JSE and as per rule 4.32(c)(i) of the JSE Debt Listings Requirements, no additional information is required to be provided herein.
33. Standard Reference Obligation:	Not Applicable
34. Reference Obligation:	The obligation identified as follows: Primary Obligor: Nedbank Group Limited Maturity: Perpetual Call 10 December 2027 CUSIP/ISIN: ZAG000192550
35. Transaction Type:	Not Applicable
36. All Guarantees:	Not Applicable
37. Conditions to Settlement:	Applicable Credit Event Notice: Applicable Notice of Physical Settlement: Applicable Notice of Publicly Available Information: Applicable
38. Credit Events:	The following Credit Events apply: Bankruptcy Failure to Pay Grace Period Extension: Applicable Grace Period: 30 calendar days Payment Requirement: ZAR10,000,000.00 Obligation Acceleration Obligation Default Repudiation / Moratorium Restructuring

	<p>Default Requirement: ZAR 250,000,000</p> <p>Mod R: Not Applicable</p> <p>Mod Mod R: Not Applicable</p> <p>Multiple Holder Obligation: Applicable</p> <p>Governmental Intervention</p> <p>Occurrence of a Trigger Event (as defined in the Domestic Medium Term Note Programme applicable to the Reference Obligation)</p>										
39. Obligations:	<table border="0"> <tr> <td style="vertical-align: top;"><b>Deliverable Obligation Category:</b></td> <td style="vertical-align: top;"><b>Deliverable Obligation Characteristics:</b></td> </tr> <tr> <td style="vertical-align: top;">Bond</td> <td style="vertical-align: top;">Additional Tier 1 Unsecured</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Specified Currency: ZAR</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Transferable</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Listed</td> </tr> </table>	<b>Deliverable Obligation Category:</b>	<b>Deliverable Obligation Characteristics:</b>	Bond	Additional Tier 1 Unsecured		Specified Currency: ZAR		Transferable		Listed
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Bond	Additional Tier 1 Unsecured										
	Specified Currency: ZAR										
	Transferable										
	Listed										
40. Excluded Obligations:	Not Domestic Currency and Not Domestic Law										
41. Excluded Deliverable Obligations	Flac Instruments as defined in the proposed amendments to the Financial Sector Regulation Act, 2017 (Act No. 9 of 2017) as proposed by the Financial Sector Laws Amendment Bill, GN 102 of 2018.										
42. CLN Settlement Method:	Physical Settlement										
43. Credit Event Redemption Amount	<p>Means in respect of each Physically Delivered CLN, such Deliverable Obligations with a Due and Payable Amount or an Outstanding Principal Balance in an aggregate amount (excluding any accrued and unpaid interest) equal to:</p> <ul style="list-style-type: none"> <li>(i) The Aggregate Nominal Amount of the Notes outstanding as of the relevant Event Determination Date; minus</li> <li>(ii) a Due and Payable Amount or an Outstanding Principal Balance of such Deliverable Obligations with a market value determined by the Calculation Agent equal to such Note's pro rata share of the Settlement Expenses and Swap Costs.</li> </ul>										

44. Deliverable Obligations:	<p><b>Deliverable Obligation Category:</b></p> <p>Bond</p> <p><b>Deliverable Obligation Characteristics:</b></p> <p>Additional Tier 1</p> <p>Unsecured</p> <p>Specified Currency: ZAR</p> <p>Transferable</p> <p>Not bearer</p> <p>Listed</p>
<b>Terms Relating to Physical Settlement:</b>	
45. Physical Settlement Period:	As specified in the 2014 Credit Linked Conditions.
46. Partial Cash Settlement due to Impossibility or Illegality:	Applicable
47. Fallback CLN Settlement Method:	Cash Settlement
<b>PROVISIONS REGARDING REDEMPTION / MATURITY</b>	
48. Redemption at the option of the Issuer:	<p>Yes</p> <p>In the event that the notes issued under the Domestic Medium Term Note Programmes of the Reference Entity are redeemed in part or full such that the Reference Obligation and/or the Deliverable Obligations referenced in this Note become early redeemed by the Reference Entity and are no longer available (the “<b>Affected Obligations</b>”), the Issuer shall be entitled to:</p> <p>(i) replace the Affected Obligations with new Deliverable Obligations to act as the new Reference Obligation for purposes of the Note; provided that same bears Deliverable Characteristics substantially the same as those of the Reference Obligation (the “<b>Replacement Deliverable Obligations</b>”).</p> <p>The replacement event described in sub-clause (i) above, shall be subject to the Issuer having obtained the approval of at least 50% of the</p>



	<p>Noteholders, which consent shall not be unreasonably withheld or delayed (the “<b>Replacement Event Consent</b>”).</p> <p>In the event that:</p> <p>(a) the Issuer is unable to obtain the Replacement Event Consent described above; or</p> <p>(b) the Issuer is unable to replace and/or acquire the Replacement Deliverable Obligations (in part or in full),</p> <p>the Issuer shall early redeem the affected portion of the Note and pay the Noteholder 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.</p>
i) Minimum period of Notice:	The minimum period of written or oral notice for the purposes of this provision shall be 1 (one) Business Day and the notice shall be called an “ <b>Optional Call Redemption Notice</b> ”.
ii) 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 deleted for purposes of the Optional Call Redemption Notice 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.
49. Redemption at the Option of Noteholders:	No
50. Early Redemption Amount(s) payable on redemption for taxation reasons, Additional Early Redemption Event, Illegality, 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>	
51. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
52. Calculation and Paying Agent:	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof.
53. Calculation Agent City:	Johannesburg
54. Specified office of the Paying, Calculation and Settlement Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
55. Settlement Agent:	Absa Investor Services, a division of Absa Bank Limited
56. Additional selling restrictions:	Not Applicable
57. ISIN No.:	ZAG000195363
58. Stock Code:	ASC013
59. Method of distribution:	Private Placement
60. If syndicated, names of Managers:	Not Applicable
61. If non syndicated, name of Dealer:	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof.
62. Governing law:	The laws of the Republic of South Africa
63. Issuer Rating on Issue Date:	Issuer National Rating: Aa1.za as assigned by Moody's on 06 April 2022 and to be reviewed by Moody's from time to time. Issuer National Rating: zaAA as assigned by Standard & Poor on 25 May 2022 and to be reviewed by Standard & Poor from time to time.
64. Issuer Central Securities Depository Participant (CSDP):	Absa Bank Limited

65. 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.
66. 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 Unaudited condensed consolidated financial results for the interim reporting period ended 31 December 2022. This statement has not been confirmed nor verified by the auditors of the Issuer.

**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 Listings 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 06 April 2023

For and on behalf of

**ABSA BANK LIMITED**

\_\_\_\_\_  
Name:

Capacity:

Date:

\_\_\_\_\_  
Name:

Capacity:

Date: