



## **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 ZAR130,000,000.00 Portfolio Credit Linked Notes due February 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.

## DESCRIPTION OF THE NOTES

1. Issuer	Absa Bank Limited (“ <b>Absa</b> ”)
2. Applicable Product Supplement:	The 2014 Credit Linked Note Applicable Product Supplement contained in Section IV-B of the Master Programme Memorandum is applicable in respect of the Notes.
3. Status of the Notes:	Unsubordinated and Unsecured
4. Listing:	Listed Notes
5. Issuance Currency:	ZAR (South Africa Rand)
6. Series Number:	2023-012
7. Tranche Number:	1
8. Aggregate Nominal Amount:	ZAR130,000,000.00 (Hundred and Thirty Million Rand), subject to the occurrence of one or more Relevant Event Determination Dates in respect of any of the Reference Entities during the Notice Delivery Period, whereupon the Aggregate Nominal Amount will be reduced to reflect the redemption as provided in paragraph 31 ( <i>Redemption following the occurrence of Credit Events</i> ) of such amount of the Notes equal to the sum of the Reference Entity Nominal Amounts in respect of each Reference Entity in respect of which a Relevant Event Determination Date has occurred, and the Swap Costs (if any), as determined by the Calculation Agent in its sole and absolute discretion.
9. Reference Entity Nominal Amount:	Means an amount of the Notes expressed in ZAR related to a Reference Entity in respect of which a Relevant Event Determination Date has occurred, calculated as follows:

	Reference Entity Weighting of the relevant Reference Entity multiplied by the Aggregate Nominal Amount as at the Issue Date and recalculated at each partial redemption of Notes pursuant to paragraph 31 read with this paragraph 9. Where “ <b>Reference Entity Weighting</b> ” means the relative value of each of the Reference Entity Obligations expressed as a percentage of the Reference Portfolio.
10. Interest:	Interest-bearing
11. Interest Payment Basis:	Floating Rate Notes
12. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another:	Not Applicable
13. Form of Notes:	Registered Listed Notes: The Notes in this Tranche will be issued in uncertificated form and held by the CSD.
14. Issue Date:	17 February 2023
15. Trade Date:	10 February 2023
16. Specified Denomination:	ZAR 1,000,000 per Note.
17. Issue Price:	100% of the Aggregate Nominal Amount being ZAR130, 000, 000.00.
18. Interest Commencement Date:	Issue Date
19. Maturity Date:	17 February 2028
20. Applicable Business Day Convention:	Following Business Day Convention
21. Business Days	Johannesburg
22. Final Redemption Amount:	Means: (a) Subject to (b) below. The amount determined by the Calculation Agent in its sole and absolute discretion as the Aggregate Nominal Amount of the Notes outstanding (if any) at the Maturity Date; and (b) The Notes will be redeemed on the Maturity Date at the Final Redemption Amount

	<p>determined by the Calculation Agent in accordance with (a) above unless:</p> <ul style="list-style-type: none"> <li>(i) The Notes have previously been redeemed in whole and cancelled or are redeemed or are redeemable due to any taxation reasons, due to Change in Law, on an Event of Default or Optional Early Redemption occurring on or before the Maturity Date; or</li> <li>(ii) Grace Period Extension is specified as applicable and a Potential Failure to Pay has occurred in respect of one or more of the Reference Entities on or prior to the Maturity Date. If such Potential Failure to Pay has occurred in respect of one or more of the Reference Entities, the Notes will be redeemed on the first Business Day after expiry of the relevant latest Notice Delivery Period at its Final Redemption Amount, unless on or before the Grace Period Extension Date a Credit Event occurs in respect of one or more of the Reference Entities which is a Failure to Pay and the Conditions to Settlement are fulfilled during the Notice Delivery Period. In such circumstances the Notes will be redeemed by payment of the final outstanding Aggregate Nominal Amount determined by the Calculation Agent together with Physical Settlement in respect of any Reference Entities in respect of which a Failure to Pay Credit Event has occurred after the Maturity Date.</li> </ul>
23. Swap Costs:	The definition of “ <b>Swap Costs</b> ” in Condition 15.47 of the 2014 Credit Linked Conditions is hereby

	<p>deleted and replaced with the following definition for the purposes of the Notes:</p> <p>“<b>Swap 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 positive number) or gain (in which case expressed as a negative 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, currency or basis swap position, or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with the Notes.’</p>
24. Last Dates to Register:	The 11 <sup>th</sup> calendar day before each Interest Payment Date, i.e. each 06 February, 06 May, 06 August and 06 November of each calendar year during the period commencing on the Issue Date and ending on the Maturity Date.
25. Books Closed Periods:	The Register will be closed for a period of 10 calendar days before each Interest Payment Date to each Floating Interest Payment Date i.e. from each 07 February to 17 February, 07 May to 17 May, 07 August to 17 August and from 07 November to 17 November (all dates inclusive) in each calendar year during the term of the Notes commencing on the Issue Date and ending on the Maturity Date.
26. 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 ZAR 45,631,242,223.54 under the Master Structured Note Programme and which Notes have not been redeemed and remain in issue.</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 limit.</p>

<b>FLOATING RATE NOTES</b>		
27.	(a) Floating Interest Payment Dates:	Each 17 February, 17 May, 17 August and 17 November of each calendar year, commencing on 17 May 2023 and ending on the Maturity Date, each such day being subject to adjustment in accordance with the Following 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):	<p>Day Count Fraction is Act/365(fixed).</p> <p>The Calculation Agent will calculate and determine the Interest Amount payable in respect of the Notes on each Interest Payment Date by multiplying the Interest Rate (Reference Rate plus Margin) by the outstanding Aggregate Nominal Amount of the Notes on the relevant Interest Payment Date and multiplying such amount by the Day Count Fraction and rounding the resultant figure to the nearest cent, half a cent being rounded downwards.</p> <p>Provided that, if a Potential Failure to Pay has occurred in respect of one or more of the Reference Entities on or before an Interest Payment Date, the outstanding Aggregate Nominal Amount of the Notes on such Interest Payment Date will be determined by the Calculation Agent without regard to the Reference Entity Weighting of the Reference Entity in respect of which the Potential Failure to Pay has occurred. If no subsequent Failure to Pay Credit Event occurs in respect of any such Reference Entity prior to the next following Interest Payment Date, the Calculation Agent will increase the Interest Amount on such Interest Payment Date by the amount withheld on the previous Interest Payment Date.</p>
	(e) Manner in which the Interest Rate is to be determined:	Screen Rate Determination
	(f) Margin:	180 basis points (1.8%) to be added to the relevant Reference Rate

(h)	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:	Each 17 February, 17 May, 17 August and 17 November of each calendar year, commencing on the Issue Date and ending on the Maturity Date, each such day being subject to adjustment 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)
(i)	If Interest Rate to be calculated otherwise than Screen Determination, insert basis for determining Interest Rate/Margin/ Fallback provisions:	Not Applicable
(k)	Interest Expiration Date:	If a Relevant Event Determination Date occurs in respect of any one of the Reference Entities during the Notice Delivery Period, interest will cease to accrue in respect of an amount of the Notes equal to the sum of the relevant Reference Entity Nominal Amount and the Swap Costs, if any, in respect of Relevant Event Determination Date and the relevant Reference Entity, as of the earlier to occur of the day prior to (a) the Interest Payment Date occurring on or immediately preceding the Relevant Event Determination Date and (b) the Maturity Date or, if no Interest Payment Date has occurred, the Issue Date, as applicable, such date being the Interest Expiration Date.
<b>CREDIT EVENT REDEMPTION</b>		
28.	Type of Credit Linked Note:	Portfolio CLN
29.	Redemption at Maturity:	Final Redemption Amount
30.	Relevant Credit Event:	Means the first Credit Event to occur with respect to each Reference Entity.

<p>31. Redemption following the occurrence of Credit Events:</p>	<p>Applicable. Partial redemption as described herein.</p> <p>If a Relevant Credit Event occurs during the Notice Delivery Period in respect of one or more of the Reference Entities specified in the Reference Portfolio Annex, the Issuer will be entitled in each case to:</p> <p>(i) redeem an amount of the Notes equal to the Reference Entity Nominal Amount of such Reference Entity(ies) and the Swap Costs (if any) by Delivery on the relevant Physical Settlement Date of the Deliverable Obligations (as defined below) related to the relevant Reference Entity(ies), and</p> <p>(ii) delist an amount of the Notes equal to the sum of the Reference Entity Nominal Amount and the Swap Costs (if any) related to the relevant Reference Entity(ies) in respect of which a Relevant Credit Event has occurred.</p> <p>At the Maturity Date, the Issuer will redeem the Notes remaining by payment of the Final Redemption Amount determined on the basis of the remaining outstanding Aggregate Nominal Amount at the Maturity Date.</p> <p>Upon discharge by the Issuer of the Final Redemption Amount on the Maturity Date and Physical Settlement on any Physical Settlement Date or otherwise as provided herein, the Issuer's obligations in respect of the Notes will be discharged.</p> <p>The definition of "Deliverable Obligations Portfolio" contained in Condition 23.2 of the Credit Linked Conditions of the Notes for the purposes of the Notes is deleted and replaced with the following:</p> <p><b>"Deliverable Obligations Portfolio"</b> means, subject to Credit Linked Condition 10.1, in relation to each Reference Entity in respect of which a Relevant Credit Event has occurred, such Deliverable Obligations as may be selected by the Issuer with a Due and Payable Amount in an aggregate amount (excluding any accrued and unpaid interest) equal to:</p>
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	<p>(a) the Reference Entity Nominal Amount related to the relevant Reference Entity/s, as of the Relevant Event Determination Date; <b>less</b></p> <p>(b) a Due and Payable Amount of such Deliverable Obligations with a market value as determined by the Calculation Agent equal to the Settlement Expenses and Swap Costs.</p> <p>If the amount of the Deliverable Obligations Portfolio is a negative amount, no Deliverable Obligations will be required to be Delivered and the amount of the Deliverable Obligations Portfolio will be deemed to be zero. If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the outstanding principal balance of such obligation as of the Delivery Date as a result of the occurrence or non-occurrence of an event or circumstance, the outstanding principal balance of such obligation will not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.”</p>
32. Extension interest:	Not Applicable
33. Reference Entities:	<p>Each Reference Entity (read with the relevant Reference Entity Weighting) as specified in the Reference Portfolio Annex.</p> <p>Each Reference Entity in respect of which a Relevant Credit Event occurs and in respect of which the Issuer elects to redeem that portion of the Notes pursuant to 31 above will subsequently be removed as a Reference Entity for the purposes of the Notes.</p>
34. Reference Obligations:	<p>In respect of each Reference Entity:</p> <ul style="list-style-type: none"> <li>(i) the obligation identified as per the Reference Portfolio Annex or any Substitute Reference Obligation in respect thereof; and</li> <li>(ii) one or more obligations of each such Reference Entity that would constitute an Obligation or Deliverable Obligation. The Issuer may select the relevant Reference Obligation of the relevant Reference Entity</li> </ul>

	at any time on or before the Physical Settlement Date.
35. Transaction Type:	Not Applicable
36. All Guarantees:	Applicable
37. Conditions to Settlement:	<p>Applicable</p> <p>Credit Event Notice: Applicable</p> <p>Notice of Physical Settlement: Applicable</p> <p>Notice of Publicly Available Information: Applicable</p> <p>Public Sources of Publicly Available Information: Not Applicable</p>
38. Credit Events:	<p>The following Credit Events apply:</p> <p>Bankruptcy</p> <p>Failure to Pay</p> <p style="padding-left: 40px;">Grace Period Extension: Applicable. Payment Requirement: ZAR1,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay.</p> <p>Restructuring</p> <p style="padding-left: 40px;">Default Requirement: ZAR10,000,000.00 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.</p> <p>Obligation Acceleration</p> <p>Obligation Default</p> <p>Repudiation/Moratorium</p> <p>Multiple Holder Obligation: Not Applicable</p>
39. Credit Event Accrued Interest:	Not Applicable
40. Obligations:	In respect of a Reference Entity, "Obligation" means (i) the Reference Obligation of such Reference Entity as set out in the Reference Portfolio Annex, or (ii) any obligation of such Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is Specified as applicable, as provider

	of any Qualifying Guarantee) described by the: <b>Obligation Category:</b> Bond <b>Obligation Characteristics:</b> Not Subordinated
41. Excluded Obligations (if any):	Not Domestic Currency and Not Domestic Law
42. Issuer CLN Settlement Option:	Not applicable
43. CLN Settlement Method:	Physical Settlement
44. Terms Relating to Physical Settlement:	
a) Physical Settlement Period	Each period determined by the Calculation Agent as such. Exclude Accrued Interest.
b) Deliverable Obligations:	In respect of a Reference Entity, "Deliverable Obligation" means (i) the Reference Obligation of such Reference Entity as set out in the Reference Portfolio Annex, or (ii) any obligation of such Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable, as provider of any Qualifying Guarantee) described by the: <b>Deliverable Obligation Category:</b> Bond <b>Deliverable Obligation Characteristics:</b> Not Subordinated. Specified Currency: ZAR
c) Excluded Deliverable Obligations:	Not Domestic Currency and Not Domestic Law
d) Partial Cash Settlement of Consent Required Loans:	Not Applicable
e) Partial Cash Settlement of Assignable Loans Applicable:	Not Applicable
f) Partial Cash Settlement of Participations Applicable:	Not Applicable

g) Other terms relating to Physical Settlement (if any):	<p>Condition 6.9.1.1 of the Terms and Conditions of the Notes is deemed to be deleted and replaced with the following:</p> <p>“If “Cash Settlement” is deemed to apply pursuant to Credit Linked Condition 6.4 to Credit Linked Condition 6.8 (inclusive), the portion of the Deliverable Obligations Portfolio (as defined in paragraph 30 (<i>Redemption following the occurrence of Credit Events</i>) above) corresponding to the applicable Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation (each an “<b>Undeliverable Deliverable Obligation</b>”) will not consist of such Undeliverable Deliverable Obligation, but will consist of an amount equal to the Due and Payable Amount (or, the equivalent Currency Amount thereof) of such Undeliverable Deliverable Obligation multiplied by the Final Price with respect to such Undeliverable Deliverable Obligation</p>
45. Additional Business Centre Delivery Method:	Not Applicable
46. Other Provisions:	Not Applicable
<b>PROVISIONS REGARDING REDEMPTION/MATURITY</b>	
47. Redemption at the option of the Issuer:	Yes
(a) Replacements and Withdrawals	<p>Upon the redemption either partially or in full of the Notes issued under any Domestic Medium Term Note Programme of any of the Reference Entities as described within the Reference Portfolio Annex, the Issuer shall be entitled to either:</p> <ul style="list-style-type: none"> <li>(i) effect replacements to any affected Reference Entity, Obligation, Reference Obligation and/or amounts; or</li> <li>(ii) redeem the Notes in respect of that Reference Entity proportionately; or</li> <li>(iii) effect a withdrawal of any affected Reference Entity, Obligation, Reference Obligation and/or amounts.</li> </ul>

	<p><b>Replacements</b></p> <p>In the event that the Issuer wishes to effect a replacement as per (i) above read with 2.8.1 and 2.8.2 of the Master Structured Note Programme, the Issuer shall only be entitled to do so provided that the replacement Reference Entity, Replacement Obligation, or Replacement Reference Obligation, as the case may be, are of a materially similar credit rating, if applicable.</p> <p><b>Withdrawals</b></p> <p>In the event that the Issuer intends to effect a withdrawal as per (iii) above, the Issuer shall be entitled to do so upon prior notification to the Noteholders and provided that the Issuer shall be obliged to:</p> <ul style="list-style-type: none"> <li>(i) redeem an amount of the Notes equal to the Reference Entity Nominal Amount of such affected Reference Entity; and</li> <li>(ii) pay to the Noteholder an amount equal to the sum of the Reference Entity Nominal Amount of such affected Reference Entity and any Swap Costs.</li> </ul> <p>The Issuer will announce the redemption and/or withdrawal via the Financial Exchange (JSE Limited) and through a SENS Announcement in accordance with the JSE Debt Listings Requirements</p>
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:	
(b) 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

(c) Method of calculation of amount payable:	Not Applicable
<b>GENERAL</b>	
50. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
51. Calculation & Paying Agent:	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof.
52. Calculation Agent City:	Johannesburg
53. Specified office of the Paying, Calculation and Settlement Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
54. Settlement Agent Agent:	Absa Investor Services, a division of Absa Bank Limited
55. Provisions relating to stabilisation:	Not Applicable
56. Stabilising manager:	Not Applicable
57. Additional selling restrictions:	Not Applicable
58. 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.
59. 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.
60. ISIN No.:	ZAG000193723
61. Stock Code:	ASN984
62. Method of distribution:	Private Placement

63.	If syndicated, names of Managers:	Not Applicable
64.	If non-syndicated, name of Dealer:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
65.	Governing law:	The law of the Republic of South Africa
66.	Inward listing	Not Applicable
67.	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 30 June 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 17 February 2023

For and on behalf of

**ABSA BANK LIMITED**

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Name:

Capacity:

Date:

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Name:

Capacity:

Date:



**ANNEX I****Reference Portfolio Annex**

<b>Reference Entity</b>	<b>Reference Obligation</b>	<b>Weight</b>	<b>Company Financials</b>
ABSA BANK LIMITED	ZAG000144296	33.33%	<a href="https://www.absa.africa/absaafrica/investor-relations/financial-results/">https://www.absa.africa/absaafrica/investor-relations/financial-results/</a>
FIRSTRAND BANK LIMITED	ZAG000112160	33.33%	<a href="https://www.firstrand.co.za/investors/financial-results/">https://www.firstrand.co.za/investors/financial-results/</a>
STANDARD BANK SA	ZAG000131244	33.33%	<a href="https://reporting.standardbank.com/results-reports/annual-reports/">https://reporting.standardbank.com/results-reports/annual-reports/</a>