



## **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 50,000,000 Republic of South Africa Credit-Linked Notes under its ZAR 60,000,000,000 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 ("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:	2023-2025
7. Tranche Number:	1
8. Aggregate Nominal Amount:	
a) Series:	ZAR 50,000,000.00
b) Tranche:	ZAR 50,000,000.00
9. Interest:	Interest-bearing
10. Interest Payment Basis:	Mixed Rate Notes
11. Form of Notes:	Registered Listed Notes: The Notes in this Tranche will be issued in uncertificated form and held by the CSD
12. Issue Date:	20 March 2023
13. Trade Date:	06 March 2023
14. Specified Denomination:	ZAR 1,000,000 per Note
15. Issue Price:	100% of the Aggregate Nominal Amount, being ZAR 50,000,000.00
16. Interest Commencement Date	Issue Date
17. Maturity Date:	28 February 2035 subject to adjustment in accordance with the Applicable Business Day Convention

18.	Applicable Business Day Convention:	Following Business Day Convention
19.	Final Redemption Amount:	ZAR50,000,000.00
20.	Credit Event Backstop Date:	Applicable
21.	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 17 February, 20 May, 20 August and 19 November of each calendar year until 31 August 2027, thereafter, each of 17 February and 20 August of each calendar year 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
22.	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, 18 <sup>th</sup> February to 28 <sup>th</sup> February, 21 <sup>st</sup> May to 31 <sup>st</sup> May, 21 <sup>st</sup> August to 31 <sup>st</sup> August and 20 <sup>th</sup> November to 30 <sup>th</sup> November of each calendar year until 28 <sup>th</sup> February 2028 thereafter 18 <sup>th</sup> February to 28 <sup>th</sup> February and 21 <sup>st</sup> August to 31 <sup>st</sup> August of each calendar year during the term of the Notes, the first 10 calendar days period being 21 <sup>st</sup> May 2023 to 31 <sup>st</sup> May 2023 and the last period being the 10 day period ending with the Maturity Date
23.	Value of aggregate Nominal Amount of all Notes issued under the Master 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 48,759,848,037.54 under the Master Structured Note Programme which 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 Amount.</p>
<b>MIXED RATE NOTES:</b>		Applicable
24.	Periods during which the interest rate for Mixed Rate Notes will be applicable:	

(i) Floating Rate provisions:	From and including Interest Commencement Date up to, but excluding, 28 <sup>th</sup> February 2028
(ii) Fixed Rate provisions:	From and including 28 <sup>th</sup> February 2028 up to, but excluding, the Maturity Date
<b>25. FLOATING RATE PROVISIONS:</b>	Applicable
(a) Floating Interest Payment Date(s)	Each of 28 February, 31 May, 31 August, and 30 November with the first Floating Interest Payment Date being 31 May 2023 and ending on 28 <sup>th</sup> February 2028 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) Maximum Interest Rate	Not Applicable
(c) Other terms relating to the method of calculating interest:	The Day Count Fraction is Actual/365 (Fixed)
(d) Manner in which the Interest Rate is to be determined:	Screen Rate Determination
(e) Margin:	300 basis points (or 3.00%) to be added to the relevant Reference Rate.
(f) Screen Rate 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 28 February, 31 May, 31 August, and 30 November in each calendar year, ending on 30 November 2027, 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).

(g) 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 subject to adjustment in accordance with the Applicable Business Day Convention);
<b>FIXED RATE PROVISIONS:</b>	
26. a) Fixed Interest Payment Dates:	Each of 28 February and 31 August of each calendar year during the term of the Notes, with the first Fixed Interest Payment Date being 31 August 2028 and the last being on Maturity Date 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) Fixed Interest Rate:	10.30% per annum payable semi-annually on the Fixed Interest Payment Dates
c) Day Count Fraction:	The Day Count Fraction is Actual/365 (Fixed).
<b>CREDIT EVENT REDEMPTION:</b>	
27. Type of Credit Linked Note:	Single Name CLN
28. Redemption following the occurrence of Credit Events:	Applicable
29. Extension interest:	Not Applicable
30. Issuer of the Reference Obligation:	Republic of South Africa
31. Financial Statements of the Issuer of the Reference Obligation:	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
32. Reference Obligation:	The obligation identified as follows: Primary Obligor: Republic of South Africa Maturity Date: 28 February 2035 Coupon: 8.875% CUSIP/ISIN: ZAG000125972
33. Substitute Reference Obligation:	Applicable

34. All Guarantees:	Applicable
35. Conditions to Settlement:	Applicable Credit Event Notice: Applicable Notice of Publicly Available Information: Applicable
36. Credit Events:	The following Credit Events apply: Failure to Pay Grace Period Extension: Applicable Grace Period: 30 calendar days Payment Requirement: ZAR 10,000,000 Obligation Acceleration Repudiation/Moratorium Restructuring Default Requirement: ZAR 25,000,000
37. Obligations:	Obligation Category: Reference Obligation Only Obligation Characteristics: None
<b>SETTLEMENT:</b>	
38. (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:	Means an amount in ZAR calculated by the Calculation Agent, which amount shall not be less than zero, equal to:  (i) The amount equal to: the product of (a) the Reference Obligation Aggregate Nominal Amount and (b) Final Price; plus  (ii) the Hedging Costs (as defined below).  "Hedging Costs" 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.  “ <b>Reference Obligation Aggregate Nominal Amount</b> ” means ZAR 58,064,779
<b>PROVISIONS REGARDING REDEMPTION / MATURITY</b>	
39. Redemption at the option of the Issuer:	Yes, in the event of an Optional Call Redemption Event as described below.
<b>A) Optional Call Redemption Event:</b>	
(a) Optional Call Redemption Event:	The Issuer may elect, in its sole and absolute discretion, to redeem the Notes on the Optional Call Redemption Dates, as notified by the Issuer to the Noteholder(s) in an Optional Call Redemption Notice and at the Optional Call Redemption Amount as determined in accordance with paragraph (c) below:
b) Optional Call Redemption Date:	28 February 2028, 28 February 2029, 28 February 2030, 28 February 2031, 28 February 2032, 28 February 2033 and 28 February 2034.
c) Optional Call Redemption Amount:	An amount in ZAR as determined by the Calculation Agent equal to the sum of:  (i) The Aggregate Nominal Amount of the Note multiplied by two; plus (ii) Any accrued interest from the last Fixed or Floating Interest Payment Date until (but excluding) the Optional Call Redemption Date.
d) Minimum period of Notice:	The minimum period of written or oral notice for the purposes of this provision shall be seven (7) Business Days and the notice shall be called an “ <b>Optional Call Redemption Notice</b> ”.
40. Redemption at the Option of Noteholders:	No
41. Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law or on Event of Default (if required):	Yes

(a) Amount payable	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>GENERAL</b>	
42. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
43. Settlement, Calculation & Paying Agent	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof.
44. Calculation Agent City:	Johannesburg
45. Specified office of the Settlement, Calculation & Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
46. Additional selling restrictions:	Not Applicable
47. ISIN No.:	ZAG000194580
48. Stock Code:	ASN997
49. Method of distribution:	Private Placement
50. Dealer:	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof.
51. Governing law:	The laws of the Republic of South Africa
52. 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.
53. Issuer Central Securities Depository Participant (CSDP):	Absa Bank Limited
54. 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.



<p>55. Material Change in Financial or Trading Position</p>	<p>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.</p>
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**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 March 2023.

**ABSA BANK LIMITED**

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Name:

Capacity:

Date:

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Name:

Capacity:

Date: