



## **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 100,000,000 Republic of South Africa Credit-Linked Notes due January 2037 under its ZAR80,000,000,000 Master Structured Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the Master Structured Note Programme Memorandum dated 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 ZAR80,000,000,000 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 capitalized terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the Glossary of Terms and/or 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 and/or amended 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 the Applicable Product Supplement and/or this Applicable Pricing Supplement and the provisions of the Master Programme Memorandum, 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
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:	2024-140
7. Tranche Number:	1
8. Aggregate Nominal Amount:	
(a) Series:	ZAR100,000,000.00
(b) Tranche:	ZAR100,000,000.00
9. Interest:	Interest-bearing
10. Interest Payment Basis:	Mixed Rate Note
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:	26 September 2024
14. Trade Date:	17 September 2024

15.	Specified Denomination:	ZAR 1,000,000.00 per Note.
16.	Issue Price:	100% of the Aggregate Nominal Amount being ZAR100,000,000.00
17.	Interest Commencement Date	Issue Date
18.	Maturity Date:	31 January 2037
19.	Business Day Convention:	Following Business Day Convention.
20.	Business Days:	Johannesburg
21.	Final Redemption Amount:	ZAR100,000,000.00
22.	Credit Event Backstop Date:	Not 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 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 July 2029, each fixed interest payment date 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 and prior to the Maturity Date, i.e. each of the following periods, 21 January to 31 January, 20 April to 30 April, 21 July to 31 July and 21 October to 31 October of each calendar year until 31 July 2029 and 21 January to 31 January and 21 July to 31 July of each calendar year thereafter during the term of the Notes, the first 10 calendar days period being 21 October to 31 October 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 Structured Note Programme as at the Issue Date:	As at the date of this issue, the Issuer has issued Notes in the aggregate total amount of ZAR60,431,765,968.76 under the Master Structured Note Programme and have not been redeemed and remain in issue.  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.
<b>FLOATING RATE PROVISIONS:</b>	
26. (a) Floating Interest Payment Dates:	Each of 31 January, 30 April, 31 July and 31 October of each calendar year during the term of the Notes, commencing on 31 October 2024 and ending on on 31 July 2029 or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the 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:	320 basis points (or 3.20%) 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 i.e. 26 September 2024, thereafter each of 31 January, 30 April, 31 July and 31 October in each calendar year, during the term of the Notes, ending on 30 April 2029 or if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the 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) a Floating Interest Payment Date and ending on (but excluding) the following Floating 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 Floating Interest Payment Date (each Floating Interest Payment Date as adjusted in accordance with the Business Day Convention).
<b>FIXED RATE PROVISIONS:</b>	Applicable
a) Fixed Interest Payment Dates:	Each 31 January and 31 July commencing on 31 January 2030 and ending on the 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 Business Day Convention.
Fixed Interest Rate:	10.98% per annum payable semi-annually on the Fixed Interest Payment Dates until 31 January 2037.
Day Count Fraction:	The Day Count Fraction is Actual/365 (Fixed).
Interest Period:	Each period commencing on (and including) a Fixed Interest Payment Date and ending on (but excluding) the following Fixed Interest Payment Date; provided that the first Interest Period will

	commence on (and include) 31 July 2029 and end on (but exclude) the following Fixed Interest Payment Date (each Fixed Interest Payment Date subject to adjustment in accordance with the Business Day Convention);
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:	Republic of South Africa
32. Financial Statements of the Primary Reference Guarantor:	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. Reference Obligation:	The obligation identified as follows: Primary Obligor: Republic of South Africa Maturity Date: 31 January 2037 Coupon: 8.50% CUSIP/ISIN: ZAG000107012
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: ZAR10,000,000.00  Obligation Acceleration

	<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>								
37. Credit Event Accrued Interest:	Not Applicable								
38. Obligations:	<table border="0"> <tr> <td><b>Obligation Category:</b></td> <td><b>Obligation Characteristics:</b></td> </tr> <tr> <td>Listed Bond</td> <td>Not Subordinated</td> </tr> <tr> <td></td> <td>Specified Currency: ZAR</td> </tr> <tr> <td></td> <td>Transferable</td> </tr> </table>	<b>Obligation Category:</b>	<b>Obligation Characteristics:</b>	Listed Bond	Not Subordinated		Specified Currency: ZAR		Transferable
<b>Obligation Category:</b>	<b>Obligation Characteristics:</b>								
Listed Bond	Not Subordinated								
	Specified Currency: ZAR								
	Transferable								
39. Excluded Obligations:	<p>Not Domestic Law</p> <p>Not Domestic Currency</p>								
40. Issuer CLN Settlement Option:	Not Applicable								
41. CLN Settlement Method:	Physical Settlement								
42. Deliverable Obligations Portfolio:	<p>Means in respect of each Physically Delivered CLN, such Deliverable Obligations with an Outstanding Principal Balance in an aggregate amount (excluding any accrued and unpaid interest) equal to:</p> <p>(i) The Aggregate Nominal Amount of the Notes outstanding as of the relevant Event Determination Date; less</p> <p>(ii) an Outstanding Principal Balance of such Deliverable Obligations with a market value as determined by the Calculation Agent equal to the Settlement Expenses and Swap</p>								

	Costs connected with the Notes.
43. Deliverable Obligations	<p><b>Deliverable Obligation Category:</b></p> <p>Bond</p> <p><b>Deliverable Obligation Characteristics:</b></p> <p>Not Subordinated</p> <p>Specified Currency: ZAR</p> <p>Transferable</p> <p>Not bearer</p> <p>Not Contingent</p>
44. Excluded Deliverable Obligations:	Not Domestic Currency and Not Domestic Law
<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:	Yes in the event of an Optional Call Redemption Event as described below.
i. 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 (iii) below:
ii. Optional Call Redemption Dates:	<p>31 July 2029</p> <p>31 July 2030</p> <p>31 July 2031</p> <p>31 July 2032</p> <p>31 July 2033</p>



	<p>31 July 2034</p> <p>31 July 2035</p> <p>31 July 2036</p>
iii. Optional Call Redemption Amount:	<p>In respect of a Note, an amount determined and calculated by the Issuer, equal to the aggregate of:</p> <p>(i) The Outstanding Nominal Amount unless there has been default under the Reference Obligation, in which event it shall be the product of (a) the Outstanding Nominal Amount and (b) Final Price, plus</p> <p>(ii) the Hedging Costs</p>
iv. Minimum period of Notice:	<p>The minimum period of written or oral notice for the purposes of this provision shall be Ten (10) Business Days and the notice shall be called an “<b>Optional Call Redemption Notice</b>”.</p>
v. Other terms applicable on Redemption:	<p>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 10(Ten) Business Day’s irrevocable notice to the Noteholders in accordance with Condition 16 (Notices)” for the purposes of the Notes.</p>
49. Redemption at the Option of Noteholders:	No
50. 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>	
51. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
52. Settlement, 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 Settlement, Calculation and Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
55. Additional selling restrictions:	Not Applicable
56. ISIN No.:	ZAG000209123
57. Stock Code:	ASC173
58. Method of distribution:	Private Placement
59. If syndicated, names of Managers:	Not Applicable
60. If non-syndicated, name of Dealer:	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof.
61. Governing law:	The laws of the Republic of South Africa
62. Issuer Rating on Issue Date:	Issuer National Rating: Aa2.za as assigned by Moody's on 06 March 2024 and to be reviewed by Moody's from time to time.  Issuer National Rating: zaAA as assigned by S&P on 31 July 2024 and to be reviewed by S&P from time to time.
63. Issuer Central Securities Depository Participant (CSDP):	Absa Bank Limited
64. 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.
65. 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 financial statements for the interim reporting period ended 30 June 2024. 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 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 26 September 2024.

### ABSA BANK LIMITED

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Name:

Capacity:

Date:

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

Capacity:

Date: