



ABSA BANK LIMITED

(incorporated in the Republic of South Africa with limited liability under registration number 1986/004794/06)

**Issue of ZAR 71,443,000 Registered Notes due 13 December 2030
under its ZAR 80,000,000,000 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 ZAR 80,000,000,000 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.

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 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, the provisions of this Applicable Pricing Supplement will prevail.

The Noteholders 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
2. Status of Notes:	Unsubordinated and unsecured
3. Listing:	Listed Notes
4. Issuance Currency:	ZAR
5. Series Number:	2025-207
6. Tranche Number:	1
7. Alpha Code:	AMB539
8. JSE Short Name	ABMBM539
9. JSE Long Name	ABMBM539-13DECEMBER2030
10. ISIN No.:	ZAE000355863
11. Instrument Number:	124854
12. Aggregate Nominal Amount:	
(a) Series:	ZAR 71,443,000.00
(b) Tranche:	ZAR 71,443,000.00
13. Interest:	Not Applicable
14. Payment Basis:	Index Linked Notes
15. Form of Notes:	Registered Listed Notes: The Notes in this Tranche are issued in uncertificated form and lodged in the Central Securities Depository.
16. Issue Date:	15 December 2025
17. Trade Date:	05 December 2025
18. Initial Index Valuation Date:	05 December 2025
19. Final Index Valuation Date:	See Index-Linked Provisions in paragraph 29 below.
20. Specified Denomination:	ZAR 1,000.00 per Note
21. Issue Price:	100% of the Aggregate Nominal Amount being ZAR71,443,000.00

22. Maturity Date:	13 December 2030 is the scheduled Maturity Date, subject to such day being an Exchange Business Day (as defined in paragraph 28(b) below) and a Business Day. If such day is not an Exchange Business Day and a Business Day, then the Maturity Date will be the next day which is an Exchange Business Day and a Business Day.
23. Maturity Date Extension	(i) Notwithstanding paragraph 22 this Note will terminate on the later of: (a) the Maturity Date; and (b) the final Maturity Extension Date. (ii) Upon the occurrence of a Maturity Extension Period, the terms and conditions of the Note shall remain the same save that the Issuer shall have the right to adjust and reprice the Note at its discretion acting in a commercially reasonable manner. Where: “Maturity Extension Date” means the last maturity date of the Note as determined by the Issuer pursuant to a single or multiple Maturity Extension Periods. “Maturity Extension Periods” means the extended period(s) of the Note as determined by the Issuer upon 10 Business Days’ notice to the Noteholder, and which period(s) shall arise after the Maturity Date. Any changes to the Maturity Date will be published on SENS and communicated to the JSE 15 Business Days before the Record Date.
24. Business Day Convention:	Following Business Day Convention
25. Business Days:	For purposes of this Applicable Pricing Supplement the term “Business Day” includes Johannesburg Business Days and TARGET Settlement Days, where “TARGET Settlement Day” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system is open.
26. Final Redemption Amount:	See Index-Linked Provisions in paragraph 29 below.
27. Corporate Actions	All corporate actions will comply with the JSE Corporate Action timetable.
28. Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	As at the Issue Date, the Issuer has issued Notes in the aggregate total amount of ZAR75,993,223,694.86 under the Master Structured Note Programme which 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.
INDEX-LINKED PROVISIONS		
29.	(a) Type of Index-Linked Notes:	Indexed Redemption Amount Notes
	(b) Formula by reference to which payment amount in respect of the Index-Linked Notes is to be determined:	The Calculation Agent will calculate the Final Redemption Amount in accordance with the following formula: $FRA = ANA + ANA * [180\% * \text{MAX}(\{WI_f - WI_i\} / WI_i, 0) - \text{MAX}(\{K_1 - WI_i\} / K_1, 0)]$ Where: “FRA” means the Final Redemption Amount; “ANA” means the Aggregate Nominal Amount; “*” means “multiplied by”; “MAX” means “the maximum of” or “the greater of”; “K₁” means 3,078.188 an amount determined as 40%* WI_i “WI_i” means in respect of each Index contained in the the basket of Indices, the official closing level of the relevant Index, as determined by the Calculation Agent, on the Initial Index Valuation Date which is: (i) 5,723.93 in the case of the Euro Stoxx 50 ® Index, and (ii) 9,667.01 in the case of the FTSE 100 Index. “WI_f” means in respect of each Index contained in the basket of Indices, the “final Index level” determined by the Issuer as the equally weighted average of the official closing levels of the relevant Index, as determined by the Calculation Agent, on each of the following averaging dates 05 August 2030, 05 September 2030, 07 October 2030, 05 November 2030 and 05 December 2030 should any of the averaging dates be a Disrupted Day, it will be subject to Modified Postponement “Modified Postponement” means that in respect of any Exchange Business Day which is a Disrupted Day in respect of the Index in question, the Final Index Valuation Date, will be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred before or on the sixth Scheduled Trading Day immediately following the original date, then that sixth Scheduled Trading Day will be deemed to be the Final Index Valuation Date in respect of the relevant Index and the Calculation Agent will determine the level of the relevant Index for that Final Index Valuation Date (i.e. that sixth Scheduled Trading Day) in a commercially reasonable manner. For purposes hereof, a

	“Valid Date” means a Scheduled Trading Day that is not a Disrupted Day and the Index Valuation Date does not or is not deemed to occur. The occurrence of a Modified Postponement in relation to either one of the Indices will not result in a Modified Postponement in respect of the other Index. “Exchange Business Day” means a Scheduled Trading Day in respect of the Exchange in question on which: (a) the relevant Index Sponsor actually publishes the closing level of the Index; and (b) in respect of the relevant Index each Financial Exchange or each Index Component Exchange, as the case may be, is actually open for trading during its regular trading session, notwithstanding the relevant Financial Exchange and/or any relevant Index Component Exchange, as the case may be, closing prior to its Scheduled Closing Time; “Scheduled Trading Day” means any day on which: (a) the relevant Index Sponsor is scheduled to publish the closing level of the Index in question; and (b) in respect of the relevant Index each Financial Exchange or each Index Component Exchange, as the case may be, is scheduled to be open for trading during its regular trading session. “Scheduled Closing Time” means, in respect of an Index Component Exchange and an Exchange Business Day, in relation to the relevant Index, the scheduled weekday closing time of such Index Component Exchange on such Exchange Business Day, without regard to after hours or any other trading outside of the regular trading session hours. “Index Sponsor” means each of FTSE Russell and Stoxx, the corporation or other entity that: (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to each Index; and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Exchange Business Day. “Index Component Exchange” means in respect of each component security of the relevant Index (each “a Component Security”), the principal securities exchange on which such Component Security is principally traded, as determined by the Calculation Agent.
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	“Index Valuation Time” means in respect of the relevant Index: (a) for the purposes of determining whether a Market Disruption Event has occurred: (aa) in respect of any Component Security, the Scheduled Closing Time of the relevant Index Component Exchange; and (bb) in respect of any options contracts or futures contracts referencing such Index, the close of trading on the related securities exchange; and (cc) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the relevant Index Sponsor.
(c) Market Disruption Event:	means either: (a) the occurrence or existence, in respect of any Component Security in relation to the Index in question , of: (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Index Valuation Time in respect of the Index Component Exchange on which such Component Security is principally traded; (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Index Valuation Time in respect of the Index Component Exchange on which such Component Security is principally traded; or (3) an Early Closure in respect of such Component Security; AND (b) (i) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Index

	Valuation Time in respect of the Index Component Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts. For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the relevant Index shall be based on a comparison of (x) the portion of the level of the Index concerned attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published as part of the market "opening data".
(d) Trading Disruption:	Means in respect of either Index any suspension of or limitation imposed on trading by the relevant Index Component Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Index Component Exchange or otherwise: (i) relating to any Component Security on the Index Component Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the relevant Index or a Component Security on the Index Component Exchange.
(e) Exchange Disruption:	Means in respect of either Index any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Index Component Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index or a Component Security on the Index Component Exchange.
(f) Early Closure:	Means in respect of either Index the closure on any Exchange Business Day of the Index Component Exchange in respect of any Component Security prior to its Scheduled Closing Time unless such earlier closing is announced by such Index Component Exchange at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Index Component Exchange on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Index Component Exchange system for execution at the relevant Index Valuation Time on such Exchange Business Day.
(f) Disrupted Day:	Means in respect of either Index any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Index Component Exchange fails

	to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.
(g) Final Redemption Amount Payment Date:	The Maturity Date, such date being subject to adjustment in accordance with the Applicable Business Day Convention and the provisions regarding Consequences of a Disrupted Day as specified above.
(h) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable:	The Notes will be redeemed at the Early Redemption Amount which will be determined and calculated by the Issuer in accordance with Condition 8.5 (<i>Early Redemption Amounts</i>) of the Terms and Conditions of the Notes.
(i) Index Calculation Agent:	STOXX Limited ("STOXX") for EURO STOXX 50® Index (EUR). FTSE Russel for FTSE 100 Index (GBP) Unless otherwise indicated, all calculations and determinations set forth in the Index Methodology Supplement are performed by the Index Calculation Agent.
(j) Index Calculation Agent website:	https://stoxx.com/index/sx5e/ https://www.lseg.com/en/ftse-russell/indices/ftse100
(k) Indices and individual Index names	EURO STOXX 50® Index (EUR) (Bloomberg Ticker: SX5E Index) FTSE 100 Index (GBP) (Bloomberg Ticker: UKX Index)
(l) Particulars regarding each individual Index:	For information on the computation of each Index / the frequency at which each Index is updated / rule books/ the provisions relation to the modification discontinuance of each Index refer to: https://www.stoxx.com/document/Indices/Common/Indexguide/stoxx_index_guide.pdf https://www.lseg.com/en/ftse-russell/indices/ftse100#t-index-resources For information on the historical performance and underlying constituents of each index refer to: https://www.lseg.com/en/ftse-russell/indices/ftse100#t-constituents https://stoxx.com/index/sx5e/ For information on changes to index rules of each Index refer to:

	https://www.stoxx.com/document/Indices/Common/Indexguide/stoxx_index_guide.pdf https://www.lseg.com/en/ftse-russell/indices/ftse100#t-methodology The closing spot level or closing price at the last practicable date can be obtained at: https://stoxx.com/index/sx5e/ https://www.lseg.com/en/ftse-russell/indices/ftse100#t-ftse-100 Each Index Sponsor has provided the Issuer authority to use the relevant Index. The Issuer and each Index Sponsor have entered into license agreements whereby the Issuer is permitted to use the relevant Index. The Issuer and the Index Sponsors are not affiliated entities. Written permission from the relevant Index Sponsor is required before using any index trademarks, trade names or service marks to promote or market any relevant Index Sponsor's securities. Any changes to an index methodology will be published on SENS and communicated to the JSE. Index constituents in respect of both Indices can be requested from the Issuer at aiss@absa.africa.
(m) Index adherence to IOSCO Principles or EU Benchmark Regulations	https://www.stoxx.com/document/Resources/Regulation/STOXX_Equity_Index_Family_Benchmark_Statement.pdf https://research.ftserussell.com/products/getdocument?product=IOSCO
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	performance presented prior to the index or rate inception date is back-tested performance. Back-tested performance is not actual performance, but is hypothetical. The back-test calculations are based on the same methodology that was in effect when the index or rate was officially launched. However, back-tested data may reflect the application of the index or rate methodology with the benefit of hindsight, and the historic calculations of an index or rate may change from month to month based on revisions to the underlying economic data used in the calculation of the index or rate. No part of this information may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior written permission of the applicable member of LSEG. Use and distribution of LSEG data requires a licence from LSEG and/or its licensors.
PROVISIONS REGARDING REDEMPTION/MATURITY	
30. Redemption at the Option of the Issuer:	No
31. Redemption at the Option of Noteholders:	No
32. Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law, Hedging Disruption, Increased Cost of Hedging or on Event of Default:	Yes
Method of calculation of amount payable:	If the Notes are redeemed early for any reason whatsoever, the Early Redemption Amount will be determined by the Calculation Agent in accordance with Condition 8.5 (<i>Early Redemption Amounts</i>) of the Terms and Conditions of the Notes.
GENERAL	
33. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
34. Calculation and Paying Agent:	Absa Bank Limited (acting through its Corporate and Investment Banking division) or an Affiliate thereof.
35. Specified Office of the Calculation and Paying Agent	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa

36.	Settlement Agent	Standard Chartered Bank
37.	Specified office of the Settlement Agent:	4 Sandown Valley Crescent, Sandton, South Africa
38.	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: zaAAA as assigned by S & P on 18 November 2025 and to be reviewed by S & P from time to time.
39.	Method of distribution:	Private Placement
40.	Governing law:	The laws of the Republic of South Africa
41.	Publication of daily unwind level:	Daily unwind levels can be found at https://aiss.absa.africa/structured-product-prices
42.	Other provisions:	Applicable
	(a) Inward Listing:	The Notes will be inward listed on the Financial Exchange in terms of the authority granted by the Financial Surveillance Department of the South African Reserve Bank.
	(b) Change in Law:	The definition of "Change in Law" contained in the Terms and Conditions of the Notes is deleted and replaced with the following: "On or after the Issue Date of the Notes: (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law or the adoption or promulgation of new regulations authorised or mandated by existing legislation), or (ii) due to the promulgation of or any change, announcement or statement of the formal or informal interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including, without limitation, any action taken by a taxing authority or a regulatory authority), the Issuer determines in good faith that: (aa) it has become illegal or contrary to such applicable law or regulation for the Noteholder to hold the Notes; or

	(bb) it has become illegal or contrary to such applicable law or regulation for the Issuer or any Affiliate of the Issuer to hold, acquire, deal in or dispose of hedge positions, underlying securities or other property or assets comprised in an index, any currency, futures contracts, commodities or contracts in securities, options, futures, derivatives or foreign exchange relating to the Notes (collectively, "Hedge Positions"), or (cc) the Issuer or any Affiliate of the Issuer will incur a materially increased cost in performing its obligations in respect of the Notes or its Hedge Positions in connection with the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position), or (dd) the Issuer or any Affiliate of the Issuer will be subjected to materially less favourable regulatory capital treatment in respect of such Notes or any related Hedge Positions, the Issuer may terminate the Notes early and the Issuer will determine and calculate the early termination amount to be paid to the Noteholder. The phrase "any applicable law or regulation" includes, without limitation, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the Wall Street Transparency and Accountability Act of 2010, any rules and regulations promulgated there under and any similar law or regulation (collectively, the "Wall Street Act"), (ii) the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC Derivatives (European Market Infrastructure Regulation – EMIR), and (iii) any rules and regulations promulgated in accordance with the regulatory framework of the Basel Committee on Banking Supervision (the "Basel Rules"). Any additional capital charges or other regulatory capital requirements imposed in connection with the Wall Street Act or any legislation and/or regulation based on the Wall Street Act, EMIR or the Basel Rules, will constitute a materially increased expense or cost of the Issuer in performing its obligations in respect of these Notes.
(c) Hedging Disruption:	If the Issuer or an Affiliate of the Issuer (each "a Hedging Party") is unable after using commercially reasonable efforts, to either:

	(i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to currency risk) of entering into and performing its obligations with respect to the Notes or any Hedge Positions in connection with the Notes, or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Position in connection with the Notes between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction, the Issuer may redeem the Note early and the Issuer will calculate the Early Redemption Amount to be paid to the Noteholder, in accordance with Condition 8.5 of the Terms and Conditions of the Notes.
(d) Increased Cost of Hedging:	If the Issuer or any Affiliate of the Issuer (each "a Hedging Party") would incur a materially increased (as compared with circumstances existing on the Effective Date) amount of tax, duty, expenses, costs or fees (other than brokerage or commissions) to: (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk, including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes or Hedge Positions in connection with the Notes, or (ii) realise, recover or remit the proceeds of Hedge Positions in connection with the Notes between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction, the Issuer may terminate the Notes early and the Issuer will calculate the early termination amount to be paid to the Noteholder.

43. 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 audited annual financial results for the reporting period ended 31 December 2024. This statement has not been confirmed nor verified by the auditors of the Issuer.
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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 the pricing supplement contains all information required by law and the Debt and Specialist Securities Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum and the annual financial statements and/or the pricing supplements.

The JSE takes no responsibility for the contents of this Master Programme Memorandum and the annual financial statements and/or the Applicable Pricing Supplements and/or the annual 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 this Master Programme Memorandum and the annual financial statements and/or the Applicable Pricing Supplements and/or the annual 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 this Master Programme Memorandum and listing of the Notes is not to be taken in any way as an indication of the merits of the Issuer or of the Notes 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 15 December 2025.

for and on behalf of

ABSA BANK LIMITED

Name:
Capacity: Authorised Signatory
Date:

Who warrants his/her authority hereto

Name:
Capacity: Authorised Signatory
Date:

Who warrants his/her authority hereto