



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 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 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 capitalised terms not defined in this Applicable Pricing Supplement and/or the Applicable Product Supplement shall 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 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.

| DESCRIPTION OF THE NOTES | |
|-----------------------------------|--|
| 1. Issuer: | 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: | 2024-086 |
| 7. Tranche Number: | 1 |
| 8. Aggregate Nominal Amount: | |
| a) Series: | ZAR 100,000,000.00 |
| b) Tranche: | ZAR 100,000,000.00 |
| 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: | 12 July 2024 |
| 13. Trade Date: | 02 July 2024 |
| 14. Specified Denomination: | ZAR 1,000,000 per Note |
| 15. Issue Price: | 100% of the Aggregate Nominal Amount, being ZAR 100,000,000.00. |
| 16. Interest Commencement Date | Issue Date |

| | |
|--|--|
| 17. Maturity Date: | 31 January 2040 subject to adjustment in accordance with the Business Day Convention |
| 18. Business Day Convention: | Following Business Day Convention |
| 19. Credit Event Backstop Date: | Applicable |
| 20. Last Date to Register: | The 11 th (eleventh) calendar day before each Floating Interest Payment Date or Fixed Interest Payment Date, i.e. each of 20 th January, 19 th April, 20 th July and 20 th October of each calendar year until 31 st July 2029, each fixed interest payment date of 20 th January and 20 th 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. |
| 21. 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, the 21 January to 31 January, 20 April to 30 April, 21 July to 31 July and the 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 July to 31 July and the last period being the 10 day period ending with the Maturity Date |
| 22. 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 then outstanding Aggregate Nominal Amount, determined by the Calculation Agent, unless the Reference Entity had actually not paid and/or the Issuer had actually not received such partial principal repayment amounts in full in accordance with the principal amount repayment provisions of the applicable pricing supplement of the Reference Obligation. The Final Redemption Amount shall then be reduced by the amount not received by the Issuer from the Reference Entity under the Reference Obligation. |
| 23. Value of aggregate Nominal Amount of all Notes issued under the Master | As at the date of this issue, the Issuer has issued Notes in the aggregate total amount of ZAR 55,564,818,821.09 under the Master Structured Note Programme which have not been redeemed and remain in issue. |

| | |
|--|--|
| Structured Note Programme as at the Issue Date: | 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. |
| Noteholder Fixed Amount Payments Provisions : | |
| 24. (a) Noteholder Fixed Amount Payments: | <p>The Noteholder will, on each Noteholder Fixed Amount Payment Date, pay the Issuer a Noteholder Fixed Amount Payment calculated in accordance with the following formula:</p> $\text{NFAP} = \text{FNA} * \left(\frac{\text{C}}{2} \right)$ <p>Where:</p> <p>“NFAP” means the relevant Noteholder Fixed Amount Payment due on the Noteholder Fixed Amount Payment Date in respect of the relevant period;</p> <p>“FNA” means the Fixed Notional Amount equal to ZAR 119,789,662.53</p> <p>“C” means the Coupon, which is 9.00%</p> <p>“*” means multiplied by.</p> |
| (b) Noteholder Fixed Amount Payment Dates: | Each of 31 January and 31 July and if such day is not a Business Day, the Business Day as determined in accordance with the Business Day Convention. |
| Issuer Bond Fixed Amounts: | |
| 25. (a) Issuer Bond Fixed Amounts: | <p>The Issuer will on each Bond Fixed Amount Payment Date pay the Noteholder an Issuer Bond Fixed Amount calculated in accordance with the following formula:</p> $\text{IBFA} = \text{BNA} * \left(\frac{\text{C}}{2} \right)$ <p>Where:</p> <p>“IBFA” means the relevant Issuer Bond Fixed Amount due on the Bond Fixed Amount Payment Date in respect of the relevant period;</p> <p>“BNA” means the Bond Nominal Amount equal to ZAR 119,789,662.53</p> <p>“C” means the Coupon, which is 9.00%</p> <p>“*” means multiplied by.</p> |

| | |
|--|---|
| | <p>The Issuer will always have an unconditional obligation to pay the Issuer Bond Fixed Amount on the relevant Bond Fixed Amount Payment Dates unless the Issuer has failed to receive any corresponding amount of interest due in respect of the Reference Obligation (in whole or in part) (the amount of such shortfall, a "Shortfall Amount"). If the Issuer has failed to receive such corresponding amount, the unconditional obligation to pay the Issuer Bond Fixed Amounts going forward in respect of future Bond Fixed Amount Payment Dates shall fall away or be reduced, as the case may be, by an amount equal to the Shortfall Amount.</p> <p>Should the Issuer actually receive all or some of the Shortfall Amount(s) post its deduction in accordance with the above provisions and prior to the issuance of a Credit Event Notice, the Issuer shall pay that amount actually received relating to the Shortfall Amount to the Noteholder forthwith.</p> <p>The Issuer records that in terms of the applicable pricing supplement of the Reference Obligation, the interest amount paid by the Reference Entity to holders of the Reference Obligation is calculated by using a fixed interest rate of 9.00%</p> |
| (b) Bond Fixed Amount Payment Dates: | Each of 31 January and 31 July, if such day is not a Business Day, the Business Day as determined in accordance with the Business Day Convention. |
| MIXED RATE NOTES: | Applicable |
| 26. Periods during which the interest rate for Mixed Rate Notes will be applicable: | |

| | |
|---|---|
| (i) Floating Rate provisions: | From and including the Interest Commencement Date up to, but excluding, 31 July 2029. |
| (ii) Fixed Rate provisions: | From and including 31 July 2029 to, but excluding, the Maturity Date. |
| 27. FLOATING RATE PROVISIONS: | Applicable |
| (a) Floating Interest Payment Date(s) | Each of 31 January, 30 April, 31 July and 31 October with the first Floating Interest Payment Date being 31 July 2024 and ending 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) 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: | 325 basis points (or 3.25%) to be added to the relevant Reference Rate. |
| (f) 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 31 January, 30 April, 31 July and 31 October in each calendar year, commencing on the Interest Commencement Date and ending on 30 April 2029 as adjusted or 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). |

| | |
|---|--|
| (g) 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 subject to adjustment in accordance with the Business Day Convention); |
| FIXED RATE PROVISIONS: | |
| 28. a) Fixed Interest Payment Dates: | Each 31 January and 31 July of each calendar year during the term of the Notes, 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. |
| b) Fixed Interest Rate: | 11.70% per annum payable semi-annually on the Fixed Interest Payment Dates |
| c) Day Count Fraction: | The Day Count Fraction is Actual/365 (Fixed). |
| d) 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); |
| CREDIT EVENT REDEMPTION: | |
| 29. Type of Credit Linked Note: | Single Name CLN |
| 30. Redemption at Maturity: | Final Redemption Amount |
| 31. Redemption following the occurrence of Credit Events: | Applicable |
| 32. Extension interest: | Not Applicable |
| 33. Issuer of the Reference Obligation: | Republic of South Africa |

| | |
|---|---|
| 34. 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 |
| 35. Standard Reference Obligation: | Not Applicable |
| 36. Reference Obligation: | <p>The obligation identified as follows:</p> <p>Primary Obligor: Republic of South Africa</p> <p>Maturity Date: 31 January 2040</p> <p>Coupon: 9.00%</p> <p>CUSIP/ISIN: ZAG000125980</p> |
| 37. Issuer's holding of the Reference Obligation: | <p>The Issuer will hold the Reference Obligation during the period that these Notes remain outstanding in order to hedge its obligations in respect of these Notes. The Issuer will not pledge or outright transfer the Reference Obligation in security to any other person or entity. The Issuer will only dispose of its interest in such Reference Obligation if such disposal arises in connection with redemption of these Notes on or prior to the scheduled Maturity Date in accordance with their terms (including any early redemption, howsoever described).</p> |
| 38. Transaction Type: | Not Applicable |
| 39. All Guarantees: | Applicable |
| 40. Conditions to Settlement: | <p>Applicable</p> <p>Credit Event Notice: Applicable</p> <p>Notice of Publicly Available Information: Applicable</p> |
| 41. Credit Events: | <p>The following Credit Events apply:</p> <p>Failure to Pay</p> <p style="padding-left: 40px;">Grace Period Extension: Applicable</p> <p style="padding-left: 40px;">Grace Period: 30 calendar days</p> <p style="padding-left: 40px;">Payment Requirement: ZAR 10,000,000</p> <p>Obligation Acceleration</p> <p>Repudiation/Moratorium</p> <p>Restructuring</p> <p style="padding-left: 40px;">Default Requirement: ZAR 25,000,000</p> |

| | |
|---|--|
| | |
| 42. Obligations: | Obligation Category: Reference Obligation Only Obligation Characteristics: None |
| 43. Excluded Obligations: | Not Applicable |
| 44. CLN Settlement Method: | Physical Settlement |
| Terms Relating to Physical Settlement: | |
| Physical Settlement Period: | As specified in the 2014 Credit Linked Conditions. |
| Partial Cash Settlement due to Impossibility or Illegality: | Applicable |
| 45. Fallback CLN Settlement Method: | Cash Settlement |
| Terms Relating to Cash Settlement: | |
| Credit Event Redemption Amount: | Means in respect of each Note an amount equal to the greater of (a) zero and (b) the CLN Cash Settlement Amount (as defined below) minus such Note's pro rata share of the Settlement Expenses. |
| CLN Cash Settlement Amount: | <p>Means an amount in ZAR calculated by the Calculation Agent, which amount shall not be less than zero, equal to:</p> <ul style="list-style-type: none"> (i) The amount equal to: the product of (a) the Reference Obligation Outstanding Nominal Amount and (b) Final Price; plus (ii) The Hedging Costs (as defined below). <p>"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.</p> <p>"Reference Obligation Aggregate Nominal Amount" means ZAR 119,789,662.53 on Trade Date</p> <p>"Reference Obligation Outstanding Nominal Amount" means with respect to the Reference Obligation and on any date, the outstanding principal amount for the Reference Obligation with an original nominal amount equal to the</p> |

| | |
|---|--|
| | Reference Obligation Aggregate Nominal Amount on the Trade Date. |
| Credit Event Redemption Date: | 5 (five) Business Days |
| CLN Valuation Date: | Single CLN Valuation Date. The CLN Valuation Date will be determined by the Calculation Agent in its sole discretion provided that such CLN Valuation Date is not more than 100 (one hundred) Business Days from the Event Determination Date specified in the 2014 Credit Linked Conditions, provided that the Settlement Suspension provisions specified in the 2014 Credit Linked Conditions will apply to such time limit. |
| CLN Valuation Time: | As specified in the 2014 Credit Linked Conditions. |
| Quotation Method: | Bid |
| Quotation Amount: | As specified in the 2014 Credit Linked Conditions. |
| Minimum Quotation Amount: | As specified in the 2014 Credit Linked Conditions. |
| Valuation Method: | Highest |
| Accrued Interest: | Quotations Exclude Accrued Interest |
| Dealers: | A dealer in obligations of the type of the Reference Obligation for which Quotations are to be obtained as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner Such Dealers may include SA and/or non-SA Dealers. |
| PROVISIONS REGARDING REDEMPTION / MATURITY | |
| 46. 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: | 31 July 2029 31 July 2030 |

| | |
|---|---|
| | <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> <p>31 July 2037</p> <p>31 July 2038</p> <p>31 July 2039</p> |
| <p>iii. Optional Call Redemption Amount:</p> | <p>In respect of a Note, an amount determined and calculated by the Issuer, equal to the aggregate of:</p> <p>(i) The Reference Obligation Outstanding Nominal Amount unless there has been default under the Reference Obligation, in which event it shall be the product of (a) the Reference Obligation Outstanding Nominal Amount and (b) Final Price, plus</p> <p>(ii) the Hedging Costs</p> |
| <p>iv. Minimum period of Notice:</p> | <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 “Optional Call Redemption Notice”.</p> |
| <p>v. Other terms applicable on Redemption:</p> | <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> |
| <p>47. Redemption at the Option of Noteholders:</p> | <p>No</p> |
| <p>48. Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law or on Event of Default (if required):</p> | <p>Yes</p> |

| | |
|---|---|
| (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 |
| GENERAL | |
| 49. Financial Exchange: | JSE Limited t/a The Johannesburg Stock Exchange |
| 50. Settlement, Calculation & Paying Agent | Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof. |
| 51. Calculation Agent City: | Johannesburg |
| 52. Specified office of the Settlement, Calculation & Paying Agent: | 15 Alice Lane Sandton 2196 Gauteng Republic of South Africa |
| 53. Additional selling restrictions: | Not Applicable |
| 54. ISIN No.: | ZAG000206855 |
| 55. Stock Code: | ASC142 |
| 56. Method of distribution: | Private Placement |
| 57. Dealer: | Absa Bank Limited (acting through its Corporate and Investment Banking division) or an affiliate thereof. |
| 58. Governing law: | The laws of the Republic of South Africa |
| 59. 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 07 August 2023 and to be reviewed by S&P from time to time. |
| 60. Issuer Central Securities Depository Participant (CSDP): | Absa Bank Limited |
| 61. 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. |

| | |
|--|---|
| 62. 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 financial results for the annual reporting period ended 31 December 2023. This statement has not been confirmed nor verified by the auditors of the Issuer. |
| 63. Other Provisions: | (i) Pass through of all the Reference Obligation benefits and costs: All payments actually received from the Reference Entity by the Issuer as holder of the Reference Obligation, (including without limitation, interest payments, fees, prepayment penalties) will be paid by the Issuer to the Noteholder without material delay unless the Issuer has already paid the corresponding amount due to its unconditional obligation to make payments. |

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 12 July 2024

ABSA BANK LIMITED

Name:

Capacity:

Name:

Capacity:

Date:

Date: