



## **APPLICABLE PRICING SUPPLEMENT**

### **ABSA BANK LIMITED**

*(incorporated in the Republic of South Africa with limited liability and with company registration number: 1986/004794/06)*

**Issue of ZAR10,519,000.00 Unsubordinated and Unsecured Registered Notes due on June 2023 under its ZAR40,000,000,000 Master Structured Note Programme approved by the JSE Limited t/a The Johannesburg Stock Exchange**

This Applicable Pricing Supplement must be read in conjunction with the Master Structured Note Programme Memorandum dated 27 October 2015 which was approved by the JSE Limited t/a The Johannesburg Stock Exchange on or about 30 October 2015, as amended and/or supplemented from time to time ("the Master Programme Memorandum"). This Applicable Pricing Supplement was prepared by Absa Bank Limited in connection with the Absa Bank Limited ZAR40,000,000,000 Master Structured Note Programme.

Any capitalised term not defined in this Applicable Pricing Supplement has the meaning ascribed to it in Schedule 1 (Glossary of Terms) to Section II-A (Terms and Conditions of the Notes) of the Master Programme Memorandum.

This document constitutes an Applicable Pricing Supplement relating to the Notes described herein issued or to be issued by the Issuer. The Notes described herein are subject to the Terms and Conditions of the Notes, 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 for purposes of the Notes which are governed by it.

This Applicable Pricing Supplement supersedes any previous term sheet, pricing supplement, confirmation, or other communication in respect of the Notes described below.

By purchasing the Notes, the Holders of the Notes acknowledge and confirm that: (i) they fully understand the nature of the Notes and the extent of their exposure to risks under and imbedded in the Notes, and (ii) they had considered 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.

1. Issuer:	Absa Bank Limited
2. Status of Notes:	Unsubordinated and Unsecured Notes. (The default status of the Notes under the Master Structured Note Programme is 'unsubordinated and unsecured' per Condition 5 ( <i>Status of Notes</i> ) on page 37 of the Master Programme Memorandum.)
3. Issuance Currency:	South African Rand (ZAR)
4. Series Number:	2018-19
5. Tranche Number:	ASN257
6. Aggregate Nominal Amount:	
(a) Per Series:	ZAR10,519,000.00
(b) Per Tranche:	ZAR10,519,000.00
7. Interest:	Not Applicable
8. Payment Basis:	Index Linked
9. Automatic / Optional Conversion from one Interest / Redemption / Payment Basis to another:	Not Applicable
10. Form of Notes:	Registered Listed Notes: The Notes in this Tranche are issued in uncertificated form and held in the Central Securities Depository.
11. Trade Date:	30 May 2018
12. Issue Date:	06 June 2018
13. Specified Denomination:	ZAR1,000.00 per Note. (The provision reading "Notes will not be offered for subscription to any single addressee for an amount of less than R1,000,000" appearing under the "Selling Restrictions" for South Africa in "Section II-D: Subscription and Sale" of the Master Programme Memorandum will be disapplied and deemed to be amended for purposes of these Notes.)
14. Issue Price:	100%

15. Interest Commencement Date:	Not Applicable
16. Maturity Date:	02 June 2023, subject to such day being an Exchange Business Day 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.
17. Business Days:	Not different for Business Days. However, for purposes of this Applicable Pricing Supplement the term "Currency Business Day" include Johannesburg Business Days, London 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.
18. Applicable Business Day Convention:	Modified Following Business Day
19. Final Redemption Amount:	See Index-Linked Notes provisions in paragraph 23 below.
20. Last Dates to Register:	In respect of payment of the Final Redemption Amount, the Last Date to Register is 22 May 2023, i.e. the 11 <sup>th</sup> calendar day preceding the Maturity Date.
21. Books Closed Periods:	In respect of payment of the Final Redemption Amount, the Register will be closed from 23 May 2023 until the Maturity Date, i.e. for a period of 10 calendar days preceding the Maturity Date.
22. Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	ZAR14,608,761,015.66
<b>INDEX-LINKED NOTES</b>	
23. (a) Type of Index-Linked Notes:	Indexed Redemption Amount Notes
(b) Formula by reference to which payment amount in respect of the Index-Linked Leg is to be determined:	(i) If on the Index Valuation Date the final level of Index is equal to or greater than the initial level of Index on Trade Date, the Calculation Agent will determine and calculate the Final Redemption Amount in accordance with the following formula:  FRA = ANA + [ANA*FXR*P*MAX(MIN(IR, IC), 0)]

	<p>Where:</p> <p>“FRA” means the Final Redemption Amount;</p> <p>“ANA” means the Aggregate Nominal Amount;</p> <p>“*” means “multiplied by”;</p> <p>“FXR” means means the foreign exchange rate ratio determined and calculated by the Calculation Agent in accordance with the following formula:</p> $\text{FXR} = \frac{\text{FX}_f}{\text{FX}_i}$ <p>Where:</p> <p>“FXR” means the FX Rate ratio;</p> <p>“FX<sub>f</sub>” means the FX Rate determined by the Calculation Agent on the Index Valuation Date;</p> <p>“FX<sub>i</sub>” means the FX Rate on the Trade Date, i.e. ZAR 12.5675 : USD1.00</p> <p>“FX Rate” means the daily rate of exchange of ZAR per USD1.00, such rate as published on Bloomberg WMCO, or if any such rate is not available such other rate as selected or determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner.</p> <p>“P” means “participation” which is 5.00 (or 500%);</p> <p>“min” means “the minimum of” or “the lesser of”;</p> <p>“max” means “the maximum of” or “the greater of”;</p> <p>“IR” means the “Index Return” which the Calculation Agent will determine and calculate in accordance with the following formula:</p> $\text{IR} = \frac{\text{Index}_f}{\text{Index}_i} - 1$ <p>where:</p> <p>“IR” means “Index Return”;</p> <p>“Index<sub>i</sub>” means, in respect of the Index, the initial Index level, being the official closing level of the Index, as determined by the Calculation Agent on the Trade Date, which is: 206.7087.</p> <p>“Index<sub>f</sub>” means, in respect of the Index, the final Index level as determined by the Calculation Agent as the equally weighted average of the official closing level of the Index on each of the Averaging Dates, which if any</p>
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	<p>Averaging Date is a Disrupted Day, it will be subject to Modified Postponement, as described below.</p> <p>“IC” means “Index Cap” which is: 0.20 (or 20%).</p> <p>“Averaging Dates” means each of 30 November 2022, 30 December 2022, 30 January 2023, 28 February 2023, 30 March 2023, 28 April 2023 and 30 May 2023.</p> <p>“Modified Postponement” means that in respect of any Averaging Date which is a Disrupted Day, the applicable Averaging Date will be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred before or on the eighth Scheduled Trading Day immediately following the original date, then that eighth Scheduled Trading Day will be deemed to be an Averaging Date and the Calculation Agent will determine the level of the Index for that Averaging Date (i.e. that eighth 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 on which another Averaging Date in respect of the Index Valuation Date does not or is not deemed to occur. “Index Valuation Date” means 30 May 2023;</p> <p>“Exchange Business Day” means a Scheduled Trading Day on which:</p> <ul style="list-style-type: none"><li>(a) the Index Sponsor actually publishes the closing level of the Index; and</li><li>(b) each Listing 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 Listing Financial Exchange and/or any relevant Index Component Exchange, as the case may be, closing prior to its Scheduled Closing Time;</li></ul> <p>“Scheduled Trading Day” means any day on which:</p> <ul style="list-style-type: none"><li>(a) the Index Sponsor is scheduled to publish the closing level of the Index; and</li><li>(b) each Listing Financial Exchange or each Index Component Exchange, as the case may be, is scheduled to be open for trading during its regular trading session.</li></ul> <p>“Scheduled Closing Time” means, in respect of an Index Component Exchange and an Exchange Business Day, the scheduled weekday closing time of such Index Component Exchange on such Exchange Business Day,</p>
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	<p>without regard to after hours or any other trading outside of the regular trading session hours.</p> <p>“Index Sponsor” means the corporation or other entity that:</p> <p>(a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index; and</p> <p>(b) announces (directly or through an agent) the level of the Index on a regular basis during each Exchange Business Day.</p> <p>“Index Component Exchange” means in respect of each component security of the Index (each “a Component Security”), the principal securities exchange on which such Component Security is principally traded, as determined by the Calculation Agent.</p> <p>“Index Valuation Time” means:</p> <p>(a) for the purposes of determining whether a Market Disruption Event has occurred:</p> <p>(aa) in respect of any Component Security, the Scheduled Closing Time of the relevant Index Component Exchange; and</p> <p>(bb) in respect of any options contracts or futures contracts referencing the Index, the close of trading on the related securities exchange; and</p> <p>(b) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.</p>
(c) Index Calculation Agent:	Commerzbank AG Germany is the Index Calculation Agent.
(d) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable:	See paragraph 36 below.
(e) Other terms relating to Index Linked Notes:	None
(f) Final Redemption Amount Payment Date:	The Maturity Date, such date being subject to adjustment in accordance with the Modified Following Business Day Convention and the provisions

	regarding Consequences of Disrupted Day as specified below.
(g) Index name	Commerzbank Global Equity Risk Premia 15%RC ER Index (Reuters RIC: CBKIRPGLIDX)
<b>PROVISIONS REGARDING REDEMPTION/MATURITY</b>	
24. Redemption at the option of the Issuer:	No
25. Redemption at the Option of Note holders:	No
26. Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law, Hedging Disruption, Increased Cost of Hedging, Market Disruption Event, Trading Disruption, Exchange Disruption, Early Closure, Disrupted Day, Additional Termination Events or on Event of Default (if required).	Yes
If yes:	
(a) Amount payable; or	Not Applicable
(b) Method of calculation of amount payable:	If the Notes are redeemed early for any reason whatsoever, the Early Redemption Amount 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.
<b>GENERAL</b>	
27. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
28. Calculation Agent:	Absa Corporate and Investment Banking, a division of Absa Bank Limited.
29. Paying Agent:	Absa Corporate and Investment Banking, a division of Absa Bank Limited.
30. Specified office of the Paying Agent:	15 Alice Lane Sandton

	2196 Gauteng Republic of South Africa
31. Transfer Agent:	Absa Corporate and Investment Banking, a division of Absa Bank Limited.
32. ISIN No.:	ZAG000151978
33. Stock Code:	ASN257
34. Method of distribution:	Private Placement
35. Governing law:	Law of the Republic of South Africa
36. Pricing Methodology:	Standard pricing methodology of the JSE Limited
37. Other provisions:	Applicable The Notes will be inward listed on the JSE in terms of the authority granted by the Financial Surveillance Department of the South African Reserve Bank.
(a) Change in Law:	<p>If on or after the Effective Date of the Notes:</p> <p>(i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or</p> <p>(ii) due to the promulgation of or any change in the 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),</p> <p>the Calculation Agent determines in good faith and acting in a commercially reasonable manner that:</p> <p>(aa) it has become illegal or contrary to such applicable law or regulation for the Note Holder to hold the Notes; or</p> <p>(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</p>



	<p>(collectively, “Hedge Positions”), or</p> <p>(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</p> <p>(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,</p> <p>the Issuer may terminate the Notes early and the Calculation Agent will determine and calculate the early termination amount to be paid to the Note Holder.</p> <p>The phrase “any applicable law or regulation” includes, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any rules and regulations promulgated there under and any similar law or regulation (collectively, the “Wall Street Act”). 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, or Basel III, will constitute a materially increased expense or cost of the Issuer in performing its obligations in respect of these Notes.</p>
<p>(b) Hedging Disruption:</p>	<p>If the Issuer or any affiliate of the Issuer (each “a Hedging Party”) is unable, after using commercially reasonable efforts, to either:</p> <p>(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 any Hedge Positions in connection with the Notes, or</p> <p>(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</p>

	<p>Affected Jurisdiction, the Issuer may terminate the Notes early and the Calculation Agent will calculate the early termination amount to be paid to the Note Holder.</p>
<p>(c) Increased Cost of Hedging:</p>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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,</li> </ul> <p>the Issuer may terminate the Notes early and the Calculation Agent will calculate the early termination amount to be paid to the Note Holder.</p>
<p>(d) FX Disruption:</p>	<p>Notwithstanding anything to the contrary in this Confirmation, to the extent that any USD amount owed by the Calculation agent under this Transaction is based on local currency amounts actually received by the Calculation Agent or its affiliates in connection with the unwind of its Hedge Position(s), the Calculation shall convert such local currency amounts into USD payable on the date such USD amount is due at the local currency/USD exchange rate determined by GSI in good faith and in a commercially reasonable manner.</p> <p>If on the date such conversion is to be made, an FX Disruption Event (as defined below) has occurred and is continuing, then the conversion of local currency to USD by the Calculation Agent shall be postponed until the first Business Day on which such FX Disruption Event ceases to exist and such conversion is able to be effected, using the rate available on such day, and the Calculation Agent’s obligation to pay such USD amount</p>

	<p>shall be postponed to the Currency Business Day which is the same number of Currency Business Days after such date as the Termination Date is or had been after the Valuation Date.</p> <p>If an FX Disruption Event has occurred and is continuing on the date such USD amount is to be paid (including any payment date postponed due to a prior FX Disruption Event), then the Calculation Agent's obligation to make such payment shall be postponed until the first Currency Business Day on which such FX Disruption Event ceases to exist.</p> <p>"FX Disruption Event" means the occurrence of an event that makes it impossible through legal channels for the Calculation Agent or its affiliates to either (i) convert local currency into USD; or (ii) deliver USD from accounts within the local jurisdiction to accounts outside such jurisdiction or; (iii) deliver local currency between accounts within the local jurisdiction to a person that is a non resident of such jurisdiction.</p> <p>For the avoidance of doubt, if an FX Disruption Event constitutes or coincides with any other market disruption event (however defined), the terms of this Transaction shall be adjusted pursuant to the foregoing paragraphs only after such postponements or adjustments have been made as a result of such other market disruption event provisions.</p>
(e) Market Disruption:	<p>A "Disrupted Day" means any Scheduled Trading Day on which:</p> <ul style="list-style-type: none"> <li>(i) the Index Sponsor fails to publish the level of the Index;</li> <li>(ii) the Index Component Exchange fails to open for trading during its regular trading session; or</li> <li>(iii) a Market Disruption Event has occurred.</li> </ul> <p>The Calculation Agent will as soon as reasonably practicable under the circumstances notify the Note Holders of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date. Without limiting the obligation of the Calculation Agent to notify the Note Holders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Note Holders of the occurrence of a Disrupted Day will not affect the validity of the occurrence.</p>

	<p>The consequences of a Disrupted Day are that the relevant Valuation Date will be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the relevant scheduled Valuation Date is a Disrupted Day. In that case, (aa) that eighth Scheduled Trading Day will be deemed to be the relevant Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (bb) the Calculation Agent will determine the level of the Index as of the Index Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Index Component Exchange traded or quoted price as of the Index Valuation Time on that eighth Scheduled Trading Day of each Component Security (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant Component Security on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant Component Security as of the Index Valuation Time on that eighth Scheduled Trading Day).</p> <p>For purposes of the above, the following terms have the meanings assigned next to each such term:</p> <p>“Valuation Date” means each of the following dates: the Trade Date, the Index Valuation Date, the Maturity Date and an Exchange Business Day.</p> <p>“Market Disruption Event” means either:</p> <p>(i) (aa) the occurrence or existence, in respect of any Component Security, of:</p> <ol style="list-style-type: none"><li>(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;</li><li>(2) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is</li></ol>
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	<p>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 is principally traded;</p> <p>(3) an Early Closure in respect of such Component Security;</p> <p>AND</p> <p>(bb) 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% (twenty per cent.) or more of the level of the Index;</p> <p>OR</p> <p>(ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of:</p> <p>(aa) a Trading Disruption Event;</p> <p>(bb) 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</p> <p>(cc) an Early Closure, in each case in respect of such futures or options contracts.</p> <p>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 Index will be based on a comparison of (x) the portion of the level of the Index 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".</p> <p>"Trading Disruption" means any suspension of or limitation imposed on trading by the relevant Index</p>
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	<p>Component Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Index Component Exchange or otherwise:</p> <ul style="list-style-type: none"> <li>(i) relating to any Component Security on the Index Component Exchange in respect of such Component Security; or</li> <li>(ii) in futures or options contracts relating to the Index on the Index Component Exchange.</li> </ul> <p>“Exchange Disruption” means 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:</p> <ul style="list-style-type: none"> <li>(i) any Component Security on the Index Component Exchange in respect of such Component Security; or</li> <li>(ii) futures or options contracts relating to the Index on the Index Component Exchange.</li> </ul> <p>“Early Closure” means 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:</p> <ul style="list-style-type: none"> <li>(i) the actual closing time for the regular trading session on such Index Component Exchange on such Exchange Business Day; and</li> <li>(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.</li> </ul>
<p>(f) Additional Early Redemption Events:</p>	<p>Each of the following constitutes an “Additional Early Redemption Event”:</p> <ul style="list-style-type: none"> <li>(i) The failure by any party despite all its reasonable endeavours to obtain or maintain all applicable exchange controls approvals and any other regulations, licences or approvals (howsoever described) required in the Republic of South Africa to acquire and keep the Notes.</li> <li>(ii) <i>A force majeure</i> (impossibility of performance)</li> </ul>

	<p>will arise if after the date of this Term Sheet:</p> <p>(aa) any confiscations, impairment of currency and/or security transfers, banking moratorium, standstill, waivers or deferral, or other restrictions, whether de facto or de iure (including any expropriation, confiscation, requisition or nationalisation of private property), imposed by a government or administrative authority, any court, tribunal, or any other entity de facto or de iure, or any other entity charged with the regulation of the financial markets (including the central bank), or</p> <p>(bb) the declaration of a national emergency, the occurrence of a natural or man-made disaster, civil unrest or act of terrorism, the imposition of martial law or declaration of war or further to any similar circumstance beyond the control of a party</p> <p>it becomes impossible (other than as a result of its own misconduct) for a party to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of the Notes or to comply with any other material provision of this Term Sheet.</p> <p>(iii) A South African Sovereign Event occurs in respect of any affiliate of the Issuer.</p> <p>For purposes of this provision, a “South African Sovereign Event” means the occurrence of any of the following events:</p> <p>(aa) the failure of the South African Reserve Bank or any successor to it as the central bank and monetary authority of the Republic of South Africa to exchange, or to</p>
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	<p>approve or permit the exchange of South African Rand (ZAR) for United States of America Dollars (USD) or any other action of any governmental authority of the Republic of South Africa (including the promulgation, operation or enforcement of any law, act, decree, regulation, ordinance, order, directive, policy or determination or modification of, or change in the interpretation of any of the foregoing) or any event in the Republic of South Africa (including a decree by the parliament of the Republic of South Africa or the President of the Republic of South Africa) that has the effect of restricting such exchange or the transfer of funds outside of the Republic of South Africa, or the transfer of South African Rand within the Republic of South Africa, or which causes U.S. Dollars to be unavailable in any legal exchange market thereof in the Republic of South Africa in accordance with normal practice, or</p> <p>(bb) a declaration by a governmental authority of the Republic of South Africa of any moratorium on, the required scheduling of, or required approval of, the payment of any indebtedness, or any similar actions; or</p> <p>(cc) any expropriation, confiscation, requisition, nationalisation or other action by any governmental authority of the Republic of South Africa which deprives the relevant affiliate of all or a substantial portion of its assets in South Africa.</p> <p>If an Additional Early Redemption Event occurs, the Issuer may terminate the Notes early and the Calculation Agent will calculate the early termination</p>
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	amount to be paid to the Note Holder
<p>(g) For information on the computation of the of index / the frequency at which the index is updated / the provisions relation to the modification discontinuance of the index refer to:</p>	<p>The Index Sponsor will obtain information for inclusion in, or for use in the calculation of, the Index from sources that the Index Sponsor considers reliable. However, the Index Sponsor accepts no responsibility for, and will have no liability for any errors, omissions or interruptions in respect of such sources or the information obtained there from. The Index Sponsor does not guarantee the accuracy and/or the completeness of the Index or any data included therein. The Index Sponsor makes no warranty, express or implied, as to the results to be obtained by any person or entity from the use of the Index or any data included therein. The Index Sponsor makes no express or implied warranties and expressly disclaims all conditions and warranties implied by statute, general law or custom with respect to the Index or any data included therein.</p> <p>MSCI indexes (collectively, the "MSCI Indexes") were provided to the Index Sponsor on an "as is" basis. MSCI Inc. ("MSCI") does not in any way sponsor, support, promote or endorse the Index which is based on the MSCI Indexes. MSCI was not and is not involved in any way in the creation, calculation, maintenance or review of the Index. MSCI is not the benchmark administrator for the Index. MSCI Inc., each of its affiliates and each other person involved in or related to compiling, computing or creating the MSCI Indexes (collectively, the "MSCI Parties") expressly disclaim all warranties (including, without limitation, any warranties of originality, accuracy, completeness, timeliness, non-infringement, merchantability and fitness for a particular purpose). Without limiting any of the foregoing, in no event will any MSCI Party have any liability for any direct, indirect, special, incidental, punitive, consequential (including, without limitation, lost profits) or any other damages in connection with the MSCI Indexes or the Index.</p> <p><b>1. Index Risk Disclosures</b></p> <p>INDEX DESCRIPTION LIMITATIONS</p> <p>The performance of the Index is dependent on a pre-defined rules-based methodology. There is no assurance that other methodologies would not result in better performance than the methodology followed in respect</p>

	<p>of the Index.</p> <p><b>UNDERPERFORMANCE RISK</b></p> <p>The Index provides exposure to notional long positions in MSCI Factor Indices. The Index is constructed under the assumption that the MSCI Factor Indices will outperform the Benchmark Indices over the long term. It is a risk that these MSCI Factor Indices will not outperform the Benchmark Indices.</p> <p><b>EFFECT OF INDEX FEES AND ADJUSTMENT FACTOR</b></p> <p>The Index Level includes a deduction of a notional Index Fee and an Adjustment Factor. The Index Fee and the Adjustment Factor will ultimately serve to act as a drag on the Index Level and will reduce the return available (if any) under the Notes.</p> <p><b>VOLATILITY TARGET</b></p> <p>The exposure of the Index to the Core Index is adjusted, on a daily basis, in accordance with a formula which seeks to maintain an overall specified annualised volatility level for the Index Level of 15% (the "Volatility Target"). The exposure is determined by reference to the recent volatility of the Core Index. Although the volatility of the Core Index and the exposure of the Index thereto are determined and adjusted daily, the actual volatility of the Index may be greater or less than the Volatility Target. As the Volatility Target is assessed daily, this can lead to a daily change in the exposure of the Index to the Core Index. Another frequency for determining this may have different results. The application of the Volatility Target is based on the historical exponential volatility of the Core Index. This means there may be a significant period of time before the Index reduces exposure to account for any increase in volatility. This could result in a lower level of the Index than would prevail if the exposure had been adjusted more quickly. The exposure of the Index to the Core Index is designed not to exceed 150% and, therefore, leverage may be applied to the Index, which will have a magnifying effect on the performance of the Index (whether positive or negative). During periods when the realised volatility of the Core Index is higher than the Volatility Target, particularly in bull markets, the volatility targeting mechanism may lead the Index to underperform relative to the Core Index and/or compared with indices that do not use such a</p>
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	<p>mechanism. There can be no assurance that the volatility targeting mechanism used to construct the Index will be successful or that the Index will outperform the strategy or any alternative volatility adjusted index that might be constructed by reference to the Core Index.</p> <p><b>CONCENTRATION RISK</b></p> <p>The Index Constituents and therefore the Index is composed of stocks only. Therefore, the Index may be less diversified than an investment in any fund, investment portfolio or other product which invests in or tracks a diversified investment portfolio with exposure to multiple asset classes, and therefore could experience greater volatility.</p> <p><b>FIXED ALGORITHMIC MODEL PARAMETERS</b></p> <p>In common with all algorithmic strategies, the Index uses a rules-based methodology which contains fixed parameters. For example, the Index gives an equal weight to each MSCI Factor Index. The Index methodology assumes that these parameters and other fixed parameters are reasonable in the context of the Index. However, alternative parameters could have a positive effect on the performance of the Index.</p> <p><b>LIMITED OPERATING HISTORY</b></p> <p>The Index was launched by the Index Sponsor on a specified Index Launch Date and has been calculated by the Index Calculation Agent for the period from that Index Start Date. The Index Sponsor has published limited information about how the Index would have performed had it been calculated prior to the Index Launch Date. Due to the fact that the Index and its constituents was each created relatively recently, and limited historical performance data exist with respect to it, an investment in a product linked to the Index may involve a greater risk than an investment in a financial product linked to one or more indices with a more established record of performance. Furthermore, any back - testing or similar performance analysis performed by any person in respect of the Index must be considered illustrative only and may be based on</p>
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	estimates or assumptions not used by the Index Calculation Agent when determining the Index Level.
(h) For information on the historical performance of the index refer to:	<p>For access to the Commerzbank Global Equity Risk Premia 15% RC ER Index and rule methodology and any subsequent changes to the rulebook will be published by the Calculation Agent to the below:</p> <p><a href="https://emcideas.commerzbank.com/Strategies/Smart%20Beta/GlobalRiskPremia">https://emcideas.commerzbank.com/Strategies/Smart%20Beta/GlobalRiskPremia</a></p> <p><a href="https://pb.commerzbank.com/docs/CBK%20Global%20Equity%20Risk%20Premia%2015%25%20RC%20ER%20AR%20Index%20FINAL.pdf">https://pb.commerzbank.com/docs/CBK%20Global%20Equity%20Risk%20Premia%2015%25%20RC%20ER%20AR%20Index%20FINAL.pdf</a></p> <p>For access to the MSCI Factor Indices and rule methodology:</p> <p><a href="https://www.msci.com/msci-factor-indexes">https://www.msci.com/msci-factor-indexes</a></p>
(i) Rule Books:	<p>For access to the Commerzbank Global Equity Risk Premia 15% RC ER Index and rule methodology and any subsequent changes to the rulebook will be published by the Calculation Agent to the below:</p> <p><a href="https://emcideas.commerzbank.com/Strategies/Smart%20Beta/GlobalRiskPremia">https://emcideas.commerzbank.com/Strategies/Smart%20Beta/GlobalRiskPremia</a></p> <p><a href="https://pb.commerzbank.com/docs/CBK%20Global%20Equity%20Risk%20Premia%2015%25%20RC%20ER%20AR%20Index%20FINAL.pdf">https://pb.commerzbank.com/docs/CBK%20Global%20Equity%20Risk%20Premia%2015%25%20RC%20ER%20AR%20Index%20FINAL.pdf</a></p> <p>For access to the MSCI Factor Indices and rule methodology:</p> <p><a href="https://www.msci.com/msci-factor-indexes">https://www.msci.com/msci-factor-indexes</a></p>
(j) Issuer Rating on Issue Date:	<p>Issuer Rating: A1.za as assigned by Moody's on 27 March 2018 to be reviewed by Moody's from time to time.</p> <p>Issuer Rating: zaAA- as assigned by Standard &amp; Poor on 24 January 2018 and to be reviewed by Standard &amp; Poor from time to time.</p>
38. 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 its subsidiaries since the date of the Issuer's latest audited financial statements for the twelve months ended 31

	December 2017. This statement has not been confirmed nor verified by the auditors of the Issuer.
39. Debt Listing Requirements:	In accordance with section 4.22 of the JSE Debt Listing Requirements, the Issuer hereby confirms that the Programme Amount has not been exceeded at the time of the issuing of the Notes.


**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 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 Applicable Pricing Supplement 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.

for and on behalf of

**ABSA BANK LIMITED**

DocuSigned by:  
  
 E4B47506EB06464...  
 Name: Chris Edwards  
 Capacity: Head of Absa Prime Services  
 Date: 04-06-2018 | 11:06:03 AM PDT

Who warrants his/her authority hereto

DocuSigned by:  
  
 0509A68C88E14F2...  
 Name: Tebogo Molefe  
 Capacity: Principal  
 Date: 04-06-2018 | 23:04:52 PM PDT

Who warrants his/her authority hereto