

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

Issue of ZAR27,376,000.00 Unsubordinated and Unsecured Registered Notes due 25 October 2024

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 Programme Memorandum, dated 07 November 2018 and registered with the JSE on or about 31 October 2018 prepared by Absa Bank Limited in connection with the Absa Bank Limited ZAR40,000,000,000 Master Structured Note Programme, as amended and/or supplemented from time to time (the "Master Programme Memorandum") and the Applicable Product Supplement, as amended and/or supplemented from time to time (the "Applicable Product Supplement").

Any capitalised terms not defined in this Applicable Pricing Supplement have the meanings ascribed to them in the Glossary of Terms, as amended by the Applicable Product Supplement.

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. The Notes described herein are issued on and subject to the Terms and Conditions as replaced, amended and/or supplemented by the Applicable Product Supplement and/or this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the provisions of this Applicable Pricing Supplement and the provisions of the Master Programme Memorandum and/or the Applicable Product Supplement, the provisions of this Applicable Pricing Supplement will prevail.

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

1.	Issuer:	Absa Bank Limited
2.	Status of Notes:	Unsubordinated and Unsecured. (The default status of the Notes under the Master Structured Note Programme is unsubordinated and unsecured' per Condition 5 (Status of Notes) of the Master Programme Memorandum.)
3.	Listing:	Listed Notes
4.	Issuance Currency:	ZAR (South African Rand)
5.	Series Number:	2019-76
6.	Tranche Number:	ASN382
7.	Aggregate Nominal Amount:	
	(a) Series:	ZAR27,376,000.00
	(b) Tranche:	ZAR27,376,000.00
8.	Interest:	As set out in paragraphs 26 and below.
9.	Payment Basis:	Index Linked
10.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another:	Not Applicable
11.	Form of Notes:	Registered Listed Notes: The Notes in this Tranche are issued in uncertificated form and lodged in the Central Securities Depository.
12.	Issue Date:	12 February 2020
13.	Trade Date:	22 October 2019
14.	Specified Denomination:	ZAR1,000.00 per Note
15.	Issue Price:	100%
16.	Interest Commencement Date:	Not Applicable
17.	Maturity Date:	25 October 2024, is the scheduled Maturity Date, subject to such day being an Exchange Business Day (as defined in paragraph 26(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.

18.	Applicable Business Day Convention:	Modified Following Business Day Convention	
19.	Definition of Business Day (if different from that set out in the Glossary of Terms):	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.	
20.			
21.	Final Redemption Amount:	See Index-Linked Notes provisions in paragraph 26 below.	
22.	Record Date	(i) In respect of payment of the Final Redemption Amount, the Record Date will be 18 October 2024 unless the Friday is a non Business Day in which case it will be on the last Business Day of that week.	
23.	Last Day to Trade	(i) In respect of payment of the Final Redemption Amount, the Last Day to Trade will be 15 October 2024 or, three Bbusiness Days before the record date.	
24.	Finalisation Date	(i) In respect of payment of the Final Redemption Amount, the Finalisation Date will 08 October 2024 or, will be at least eight days before the record date and at least five days before the last day to trade.	
25.	Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	ZAR 20,753,736,395.25	
INDE	X-LINKED NOTES		
26.	(a) Type of Index-Linked Notes:	Indexed Redemption Amount Notes	

(b) Index/Formula by reference to which Interest Rate / Interest Amount is to be determined: The Issuer will determine and calculate the Final Redemption Amount by using the following formula:

FRA = ANA + ANA\*AR - KiA

Where:

"FRA" means the Final Redemption Amount;

"ANA" means the Aggregate Nominal Amount;

"AR" means the Accrued Return which is determined and calculated by the Issuer in accordance with the following formula:

$$AR = \sum_{n=1}^{5} R_n$$

Where:

"AR" means the Accrued Return;

"R" means either Return 1, Return 2, Return 3, Return 4, or Return 5, as the case may be, each as determined as set out below;

Where:

"Return" is determined as follows:

If, on Anniversary Date 1, the level of the Index at the Index Valuation Time with the Worst Performance is equal to or greater than the Coupon Barrier, then Return 1 = 0.12, otherwise 0;

If, on Anniversary Date 2, the level of the Index at the Index Valuation Time with the Worst Performance is equal to greater than the Coupon Barrier, then Return 2 = 0.12, otherwise 0;

If, on Anniversary Date 3, the level of the Index at the Index Valuation Time with the Worst Performance is equal to greater than the Coupon Barrier, then Return 3 = 0.12, otherwise 0;

If, on Anniversary Date 4, the level of the Index at the Index Valuation Time with the Worst Performance is equal to greater than the Coupon Barrier, then Return 4 = 0.12, otherwise 0; and

If, on Anniversary Date 5, the level of the Index at the Index Valuation Time with the Worst Performance is equal to greater than the Coupon Barrier, then Return 5 = 0.12, otherwise 0.

## Where:

"Worst Performance" means the Index with the worst performance and is determined as follows:

The Calculation Agent will at the Index Valuation Time on each Anniversary Date, determine the level of the Russell 2000 Index (RTY $_{fn}$ ) and the level of the Euro Stoxx 50 Index (SX5E $_{fn}$ ). The Calculation Agent will then compare the relative increase or decrease of the levels of the two Indices with each other, i.e.

$$\frac{RTY_{fn}}{RTY_{i}}$$
 compared with  $\frac{SX5E_{fn}}{SX5E_{i}}$ 

in order to determine the Index with the worst performance.

"Coupon Barrier" means "CB", the level of the Index equal to a level calculated by the Calculation Agent in accordance with the following formula:

 $CB = RTY_i * 0.60$  is 930.5196 based on the official level of Russell 2000 Index as at the Index Valuation Time on the Trade Date;

 $CB = SX5E_i * 0.60$  is 2162.8920 based on the official level of Euro Stoxx 50 Index as at the Index Valuation Time on the Trade Date and.

"RTY<sub>i</sub>" means the level of the Russell 2000 Index as at the Index Valuation Time on the Trade Date i.e. 1550.8660;

"SX5E<sub>i</sub>" means the level of the Euro Stoxx 50 Index as at the Index Valuation Time on the Trade Date i.e. 3604.82.

"RTY<sub>fn</sub>" means the level of the Russell 2000 Index as at the Index Valuation Time on each Anniversary Date.

"SX5 $E_{\rm fn}$ " means the level of the Euro Stoxx 50 Index as at the Index Valuation Time on each Anniversary Date.

"Anniversary Date" means each of the following dates:

Anniversary	Date (n)
Anniversary Date 1	22/10/2020
Anniversary Date 2	22/10/2021
Anniversary Date 3	24/10/2022
Anniversary Date 4	23/10/2023
Anniversary Date 5	22/10/2024

each such Anniversary Date being subject to adjustment in accordance with the Modified Following Business Day Convention.

"Exchange Business Day" means a Scheduled Trading Day on which: (i) the relevant Index Sponsor publishes the closing level of the relevant Index; and (ii) the Related Listing Financial Exchange or an Index Component Exchange, as the case may be, is open for trading during its regular trading session, notwithstanding the Related Listing Financial Exchange and/or any Index Component Exchange, as the case may be, closing prior to its Scheduled Closing Time;

"KiA" means "Knock-In Amount", an amount determined and calculated by the Calculation Agent as follows:

If, on Anniversary Date 5, the level of the Index at the Index Valuation Time with the Worst Performance is equal to or greater than the Knock-In Level, then KiA = 0;

Otherwise, the KiA is an amount determined and calculated in accordance with the following formula:

$$\text{KiA} = \text{ANA*} \left( 1 - \text{MIN} [\frac{\text{RTY}_{\text{f5}}}{\text{RTY}_{\text{i}}} \text{ ; } \frac{\text{SX5E}_{\text{f5}}}{\text{SX5E}_{\text{i}}}] \right)$$

Where:

"Worst Performance" means the Index with the worst performance and is determined as follows:

The Calculation Agent will at the Index Valuation Time on Anniversary Date 5, determine the level of the Russell 2000 Index (SPX $_{f5}$ ) and the level of the Euro Stoxx 50 Index (NKY $_{f5}$ ). The Calculation Agent will then compare the relative increase or decrease of the levels of the two Indices with each other, i.e.

 $\frac{RTY_{f5}}{RTY_i}$  compared with  $\frac{SX5E_{f5}}{SX5E_i}$ 

in order to determine the Index with the worst performance.

"Knock-In Level" means "KIL", the level of the Index equal to a level calculated by the Calculation Agent in accordance with the following formula:

KIL = RTY $_{\rm i}$  \* 0.60 is 930.5196 based on the official level of S&P 500 Index as at the Index Valuation Time on the Trade Date;

KIL = SX5E<sub>i</sub> \* 0.60 is 2162.8920 based on the official level of Euro Stoxx 50 Index Index as at the Index Valuation
Time on the Trade Date and.

"MIN" means "the minimum or lessor of";

"RTY<sub>f5</sub>" means the level of the Russell 2000 Index as at the Index Valuation Time on Anniversary Date 5.

"SX5 $E_{f5}$ " means the level of the Euro Stoxx 50 Index as at the Index Valuation Time on Anniversary Date 5.

"Index Valuation Time" means:

for the purposes of determining whether a Market
 Disruption Event has occurred in respect of any
 Component Security or any options contracts or
 future contracts on the Index, the Scheduled Closing
 Time on the Listing Financial Exchange in respect of
 such Component Security or such options contracts

- or future contracts on the Index, as the case may be; and
- II. in all other circumstances, the time at which the official closing level of the Index is calculated and published;

"Listing Financial Exchange" means in respect of the Index, all such exchanges relevant to the Index as determined by the Issuer;

"Scheduled Closing Time" means, in respect of the Index Component Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Index Component Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

"Index Component Exchange" means in respect of each component security of the Index (each, a "Component Security"), the principal stock exchange or quotation system or any substitute exchange or quotation system on which such Component Security is principally traded, as determined by the Issuer;

"Scheduled Trading Day" means, in respect of the Index, any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Listing Financial Exchange or an Index Component Exchange, as the case may be, is scheduled to be open for trading during its regular trading session;

"Index Sponsor" means, in respect of the Index, 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 the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day;

		Index Websites:
		Daily index prices, index fact sheets and related index information are available from below websites. Any changes to the index methodology are published the below index websites.
		For Russell 2000 Index:
		https://www.stoxx.com/index-details?symbol=sx5e
		For Euro Stoxx 50 Index:
		https://www.stoxx.com/index-details?symbol=sx5e
(c)	Index Calculation Agent:	In respect the Russell 2000 Index, FTSE Russell is the Index Calculation Agent.
		In respect Euro Stoxx 50 Index, STOXX Limited, Zurich, Switzerland is the Index Calculation Agent.
(d)	Index Rulebooks/Index	For Russell 2000 Index:
	Menthodology	https://research.ftserussell.com/products/downloads/Russell-US-
		indexes.pdf?_ga=2.151503281.962634342.1571825644-643427586.1571825644
		For Euro Stoxx 50 Index:
		https://www.stoxx.com/document/Indices/Common/Indexguide/stoxx_index_guide.pdf
		Any changes to the index methodology will be published on SENS and communicated to the JSE.
(e)	Index Disclaimers	Russell 2000 Index
		The Securities are not in any way sponsored, endorsed, sold or promoted by Russell or the London Stock Exchange Group companies ("LSEG") (together the "Licensor Parties") and none of the Licensor Parties make any claim, prediction, warranty or representation whatsoever, expressly or impliedly, either as to (i) the results to be obtained from the use of the Index (upon which the Securities are based), (ii) the figure at which the Index is said to stand at any particular time on any particular day or otherwise, or (iii) the suitability of the Index for the purpose to which it is being put in connection with the Securities. None of the Licensor Parties have provided or will provide any financial or investment advice or recommendation in relation to the Index to the Issuer or to its clients. The Index is calculated by Russell or its agent. None of the Licensor Parties shall be (a) liable (whether in negligence or otherwise) to any person for any error in the

			Index or (b) under any obligation to advise any person of any error therein.
			Euro Stoxx 50 IndexThe Index is the intellectual property (including registered trademarks) of STOXX Limited, Zurich, Switzerland and/or its licensors (the "Licensors"), which is used under license from STOXX. The Securities based on the Index are in no way sponsored, endorsed, sold or promoted by the Licensors and neither of the Licensors shall have any liability with respect thereto.
			The index sponsor has provided ABSA Bank Ltd authority to use the index. Any changes to the index methodology will be published on SENS and communicated to the JSE.
	(f)	Provisions where calculation by reference to Index and/or Formula is impossible or impracticable:	See paragraph 36 below.
	(g)	Other terms relating to Index Linked Notes:	None
		IS REGARDING ON/MATURITY	
27.		demption at the option of street last last last last last last last las	No
28.		demption at the Option of teholders:	No
29.	pay tax Lav Inc	rly Redemption Amount(s)  yable on redemption for ation reasons, Change in  v, Hedging Disruption, reased Cost of Hedging or on ent of Default (if required):	Yes
	If y	es:	
	(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.
GENERAL		
30.	Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
31.	Calculation Agent:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
32.	Paying Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
33.	Specified office of the Paying	15 Alice Lane
	Agent:	Sandton
		2196
		Gauteng
		Republic of South Africa
34.	Transfer Agent:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
35.	JSE Short Name	ABMBSN382
36.	JSE Long Name	ABMBSN382-25OCTOBER2024
37.	ISIN No.:	ZAE000284352
38.	Stock Code:	ASN382
39.	Issuer Rating on Issue Date:	Issuer National Rating: Aa1.za as assigned by Moody's on 20 June 2018 and to be reviewed by Moody's from time to time.
		Issuer National Rating: zaAA+ as assigned by Standard & Poor on 02 July 2018 and to be reviewed by Standard & Poor from time to time.
40.	Method of distribution:	Private Placement
41.	Governing law:	The law of the Republic of South Africa
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) Taxation:

Condition 9 titled "Taxation" in the section II-A of the Master Programme Memorandum titled "Terms and Conditions of the Notes" is deemed to be amended in relation to this Tranche of Notes by:

- the replacement of the words after the dash in Condition 9.3 with the phrase "provided that this exception will only apply to that portion of the withholding or deduction which could lawfully have been so reduced",
- (ii) the deletion of Condition 9.8, and
- (iii) the insertion of the following additional paragraphs immediately after Condition 9.7:
- "9.8 where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC (or any other directive implementing the conclusions of the 2312th Economic and Financial Affairs Council (ECOFIN) meeting of 26 and 27 November 2000) on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive; or
- 9.9 held by or on behalf of a Noteholder in circumstances where such party could lawfully reduce the amount of taxation otherwise levied or leviable upon the principal or interest by virtue of any tax treaty or non-South African tax laws applicable to such Noteholder, whether by way of a tax credit, rebate deduction or reduction equal to all or part of the amount withheld or otherwise, and whether or not it is actually claimed and/or granted and/or allowed; or
- 9.10 in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature which are payable otherwise than by withholding from payment of principal or interest, if any, with respect to such Note; or
- 9.11 where any combination of the scenarios or occurrences contemplated in Conditions 9.1 to 9.10 above

occurs the Issuer is not liable for or otherwise obliged to pay any taxes that may arise as a result of the ownership, transfer or redemption of any Note.

If the Issuer becomes subject generally at any time to any taxing jurisdiction, authority or agency other than or in addition to the Republic of South Africa, references in Conditions 8.2 (Redemption for Tax Reasons or due to a Change in Law) and 9 (Taxation) to the Republic of South Africa will be read and construed as references to the Republic of South Africa and/or to such other jurisdiction, authority or agency."

(c) 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 Note Holder 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 Note Holder. 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.

(d) 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 Note Holder, in accordance with Condition 8.5 of the Terms and Conditions of the Notes.
(e) 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 Note Holder.

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 its subsidiaries since the date of the Issuer's unaudited condensed consolidated interim financial results for the reporting period ended 30 June 2019. This statement has not been confirmed nor verified by the auditors of the Issuer.
44.	Change in the terms of the securities	Subject to the programme documentation, any change in the terms and conditions of the Notes must be approved by extraordinary resolution, excluding the votes of the issuer, any guarantor and their associates.

## 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 JSE 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 12 February 2020.

for and on behalf of

## **ABSA BANK LIMITED**

Signed at: 15 Alice Lane, Sandton, 2196, South Africa

Docusigned by:

Makhanani Sithole

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Maknanani .

Name:

Capacity: Confirmation Specialist
Date: 11-02-2020 | 02:59:00 AM PST

Who warrants his/her authority hereto

Docusigned by:
Shamila Thomas
D176B4D6120942D...

Shamila Thomas

Name:

Capacity: Confirmation Specialist

Date: 11-02-2020 | 13:00:35 PM SAST

Who warrants his/her authority hereto