



ABSA BANK LIMITED

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

Issue of ZAR5,897,000.00 Unsubordinated and Unsecured Registered Notes due 29 August 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.	Aggregate Nominal Amount:	
	(a) Series:	ZAR5,897,000.00
	(b) Tranche:	ZAR5,897,000.00
6.	Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	ZAR 34,131,043,848.63
7.	Series Number:	2021-22
8.	Tranche Number:	ASN578
9.	JSE Short Name	ABMBSN578
10.	JSE Long Name	ABMBSN578-29AUGUST2024
11.	ISIN No.:	ZAE000296356
12.	Issue Date:	01 March 2021
13.	Trade Date:	22 February 2021
14.	Initial Index Valuation Date:	23 February 2021
15.	Final Index Valuation Date:	22 August 2024
16.	Maturity Date:	29 August 2024, is the scheduled Maturity Date, subject to such day being an Exchange Business Day (as defined in paragraph 30(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.
17.	Maturity Date Extension	(i) Notwithstanding paragraph 22 this Note is perpetual and will terminate on the later of:

	<p>(a) the Maturity Date; and</p> <p>(b) the Maturity Extension Date.</p> <p>(ii) Upon the occurrence of a Maturity Extension Period, the terms and conditions of the Note shall remain the same save that Issuer shall have the right to adjust and reprice the Note at its discretion acting in a commercially reasonable manner.</p> <p>Where:</p> <p>“Maturity Extension Date” means the last maturity date of the Note as determined by the Issuer pursuant to a single or multiple Maturity Extension Periods.</p> <p>“Maturity Extension Periods” means the extended period(s) of the Note as determined by the Issuer upon 10 Business Days notification of the Noteholder, and which period(s) shall arise after the Maturity Date. Any changes to the Maturity Date will be published on SENS and communicated to the JSE 13 calendar days before the Record Date.</p>
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18.	Record Date	In respect of payment of the Final Redemption Amount, the Record Date will be 23 August 2024 unless the Friday is a non Business Day in which case it will be on the last Business Day of that week.
19.	Last Day to Trade	In respect of payment of the Final Redemption Amount, the Last Day to Trade will be 20 August 2024 or, three Business Days before the record date.
20.	Finalisation Date	In respect of payment of the Final Redemption Amount, the Finalisation Date will 13 August 2024 or, will be at least eight days before the record date and at least five days before the last day to trade.
21.	Specified Denomination:	ZAR1,000.00 per Note
22.	Issue Price:	100%
23.	Interest Commencement Date:	Not Applicable
24.	Payment Basis:	Index Linked Notes
25.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another:	Not Applicable
26.	Form of Notes:	Registered Listed Notes: The Notes in this Tranche are issued in uncertificated form and lodged in the Central Securities Depository.
27.	Applicable Business Day Convention:	Modified Following Business Day Convention
28.	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" includes 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.
29.	Final Redemption Amount:	See Index-Linked Notes provisions in paragraph 30 below.
INDEX-LINKED LEG		
30.	(a) Type of Index-Linked Leg:	Indexed Redemption Amount

(b) Formula by reference to which payment amount in respect of the Index-Linked Leg is to be determined:

The Issuer will determine and calculate the Final Redemption Amount in accordance with the following formula in respect of two final index level conditions:

Final index level condition 1:

If $\text{Index}_f \geq \text{Index}_i$, the Issuer will determine and calculate the Final Redemption Amount in accordance with the following formula:

$$\text{FRA} = \text{ANA} + [\text{ANA} * \text{P} * \text{FXR} * \text{MAX}(20.00\%, \text{IR})]$$

Where:

“FRA” means the Final Redemption Amount;

“ANA” means the Aggregate Nominal Amount;

“*” means “multiplied by”;

“P” means “participation” which is 1.00;

“FXR” means the foreign exchange rate ratio determined and calculated by the Calculation Agent in accordance with the following formula:

$$\text{FXR} = \frac{\text{FX}_f}{\text{FX}_i}$$

Where:

“FXR” means the FX Rate ratio;

“FX_f” means the FX Rate on the Initial Index Valuation Date

“FX_i” means the FX Rate on the Initial Index Valuation Date, i.e. 14.5532 : USD 1.00

“FX Rate” means the daily rate of exchange of ZAR per USD1.00, such rates 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.

“max” means “the maximum of” or “the greater of”;

“IR” means the “Index Return” which is determined and calculated in accordance with the following formula:

$$\text{IR} = \frac{\text{Index}_f}{\text{Index}_i} - 1$$

where:

“Index_i” means, in respect of the Index, the initial Index level, being the official closing level of the Index, as determined by the Issuer, which is: 3689.10 in the case of

the Euro Stoxx 50 Index on the Initial Index Valuation Date.

“Index_f” means, in respect of the Index, the final Index level as determined by the Issuer as the official closing level of the Index on the Final Index Valuation Date, subject to Modified Postponement.

Final index level condition 2:

If $\text{Index}_f < \text{Index}_i$, the Issuer will determine and calculate the Final Redemption Amount in accordance with the following formula:

$$\text{FRA} = \text{ANA}$$

“Modified Postponement” means that in respect of any Exchange Business Day which is a Disrupted Day, the applicable Final Index Valuation 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 a Final Index Valuation date and the Calculation Agent will determine the level of the Index for that al Index Valuation 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 the Final Index Valuation Date does not or is not deemed to occur.

“Exchange Business Day” means a Scheduled Trading Day on which:

- (a) the Index Sponsor actually publishes the closing level of the Index; and
- (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;

“Scheduled Trading Day” means any day on which:

- (a) the Index Sponsor is scheduled to publish the closing level of the Index; and
- (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.

	<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, 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> <ul style="list-style-type: none"> (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 Exchange Business Day. <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> <ul style="list-style-type: none"> (a) for the purposes of determining whether a Market Disruption Event has occurred: <ul style="list-style-type: none"> (aa) in respect of any Component Security, the Scheduled Closing Time of the relevant Index Component Exchange; and (bb) in respect of any options contracts or futures contracts referencing the Index, the close of trading on the related securities exchange; and (b) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.
(c) 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 a Disrupted Day as specified above.
(d) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable:	See the relevant provisions under paragraph 39 below.

(e)	Minimum Interest Rate:	Not Applicable
(f)	Maximum Interest Rate:	Not Applicable
(g)	Other terms relating to the method of calculating interest:	Not Applicable
(h)	Calculation Agent:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
(i)	Index name:	Euro Stoxx 50 Index
(j)	Index Calculation Agent:	Stoxx Limited (Bloomberg Ticker: SX5E Index; Refinitiv Ric: .STOXX50E)
(k)	Particulars regarding the Index:	<p>Index Disclaimer</p> <p>The 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.</p> <p>For information on the computation of the of index / the frequency at which the index is updated / rule books/ the provisions relation to the modification discontinuance of the index refer to:</p> <p>https://www.stoxx.com/document/Indices/Common/Indexguide/stoxx_indexguide.pdf</p> <p>For information on the historical performance of the index refer to:</p> <p>https://www.stoxx.com/index-details?symbol=SX5GT&searchTerm=SX5GT</p> <p>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.</p>
PROVISIONS REGARDING REDEMPTION/MATURITY		
31.	Redemption at the option of the Issuer:	No

32.	Redemption at the Option of Noteholders:	No
33.	Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law, Hedging Disruption, Increased Cost of Hedging 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.
GENERAL		
34.	Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
35.	Calculation and Paying Agent:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
	Specified office of the Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
	Settlement Agent:	Absa Bank Limited
	Specified office of the Settlement Agent	Specified Office - 2nd Floor, North Towers, 160 Jan Smuts Avenue, Rosebank, 2196
36.	Issuer Rating on Issue Date:	Issuer National Rating: Aa1.za as assigned by Moody's on 24 November 2020 and to be reviewed by Moody's from time to time. Issuer National Rating: zaAA as assigned by Standard & Poor on 23 November 2020 and to be reviewed by Standard & Poor from time to time.
37.	Method of distribution:	Private Placement

38. Governing law:	The law of the Republic of South Africa
39. 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:	<p>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:</p> <ul style="list-style-type: none"> (i) 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: <p>"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</p> <p>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</p>

	<p>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</p> <p>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.</p> <p>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.”</p>
(c) Change in Law:	<p>The definition of “Change in Law” contained in the Terms and Conditions of the Notes is deleted and replaced with the following:</p> <p>“On or after the Issue 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 the adoption or promulgation of new regulations authorised or mandated by existing legislation), or</p> <p>(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),</p> <p>the Issuer determines in good faith 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</p>

	<p>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</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 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.</p>
(d) Hedging Disruption:	<p>If the Issuer or an 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</p>

	<p>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</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 Affected Jurisdiction,</p> <p>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.</p>
(e) Increased Cost of Hedging:	<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> <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 Hedge Positions in connection with the Notes, or</p> <p>(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,</p> <p>the Issuer may terminate the Notes early and the Issuer will calculate the early termination amount to be paid to the Note Holder.</p>

<p>40. Material Change in Financial or Trading Position</p>	<p>Since the date of the Issuer's latest unaudited interim financial statements for the reporting period ended 30 June 2020 (dated 24 August 2020), the Issuer confirms that as at the date of this Applicable Pricing Supplement, there has been a material change in the financial position of the Absa Group as set out in the trading statement published via SENS by the Issuer's parent company, Absa Group Limited, on Thursday, 19 November 2020 (below see the link to the trading statement). Subsequent to the publication of the said SENS, there has been no further material change in the financial or trading position of the Issuer or the Absa Group. As at the date of this Applicable Pricing Supplement, there has been no involvement by Ernst & Young, the auditor of the Issuer, in making the aforementioned statement.</p> <p>Link to trading statement: https://www.absa.africa/content/dam/africa/absafrica/pdf/sens/2020/sens-absa-group-market-update%20-19-nov-2020.pdf</p>
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Responsibility:

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the pricing supplement contains all information required by law and The 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 01 March 2021.

for and on behalf of

ABSA BANK LIMITED

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

DocuSigned by:

Makhanani Sithole

31F11BE0A899486...

Name: Makhanani Sithole
Capacity: Confirmation Specialist
Date: 24-02-2021 | 05:07:04 AM PST

Who warrants his/her authority hereto

DocuSigned by:

Shamila Thomas

6415A353917842C...

Name: Shamila Thomas
Capacity: Confirmations Specialist
Date: 24-02-2021 | 13:46:55 PM SAST

Who warrants his/her authority hereto