



ABSA BANK LIMITED

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

**Issue of ZAR 15,000,000 R186 and Barloworld Limited Credit-Linked Notes
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 7 November 2018 and registered with the JSE on or about 31 October 2018, as amended and/or supplemented from time to time (“the Master Programme Memorandum”), prepared by Absa Bank Limited in connection with the Absa Bank Limited ZAR40,000,000,000 Master Structured Note Programme.

Any capitalised terms not defined in this Applicable Pricing Supplement have the meanings ascribed to them in Section II-A of the Master Programme Memorandum headed “*Terms and Conditions of the Notes*”, as amended by the Applicable Product Supplement.

This document constitutes the Applicable Pricing Supplement (“this 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 for purposes of the Notes described herein.

This Applicable Pricing Supplement supersedes any previous pricing supplement, confirmation, term sheet or other communication with respect to the Notes described herein.

The Holders of the Notes should ensure that: (i) they fully understand the nature of the Notes and the extent of their exposure to risks, and (ii) they consider the suitability of the Notes as an investment in the light of their own circumstances and financial position.

The Notes involve a high degree of risk, including the risk of losing some or a significant part of the Noteholder’s initial investment. A Noteholder should be prepared to sustain a total loss of its investment in the Notes. The Notes represent general, unsecured, unsubordinated, contractual obligations of the Issuer and rank *pari passu* in all respects with each other.

Noteholders are reminded that the Notes constitute obligations of the Issuer only and of no other person. Therefore, potential Noteholders should understand that they are relying on the credit worthiness of the Issuer.

DESCRIPTION OF THE NOTES	
1. Issuer:	Absa Bank Limited ("Absa")
2. Applicable Product Supplement:	2014 Credit Linked Notes Applicable Product Supplement contained in Section IV-B of the Master Programme Memorandum.
3. Status of Notes:	Unsubordinated and Unsecured. (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.)
4. Listing:	Listed Notes
5. Issuance Currency:	ZAR (South African Rand)
6. Series Number:	2020-106
7. Tranche Number:	1
8. Aggregate Nominal Amount:	
(a) Series:	ZAR 15,000,000 (Fifteen Million South African Rand)
(b) Tranche:	ZAR 15,000,000 (Fifteen Million South African Rand)
9. Interest:	Interest-bearing
10. Interest Payment Basis:	Fixed Rate Notes / Instalment Notes
11. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another:	Not Applicable
12. Form of Notes:	Registered Listed Notes: The Notes in this Tranche will be issued in uncertificated form and held by the CSD
13. Issue Date:	29 September 2020

14.	Trade Date:	21 September 2020
15.	Specified Denomination:	ZAR1,000,000 per Note.
16.	Issue Price:	100%
17.	Interest Commencement Date	Issue Date
18.	Maturity Date:	21 December 2026, subject to the below condition If the South African National Treasury splits the Reference Obligation 1, the Instalment Note provisions will apply and these will be communicated via SENS in due course
19.	Applicable Business Day Convention:	Following Business Day Convention
20.	Business Days:	Johannesburg
21.	Final Redemption Amount:	Aggregate Nominal Amount, subject to the Instalment Note provisions below
22.	Credit Event Backstop Date:	Applicable
23.	Last Date to Register:	The 11 th (eleventh) calendar day before each Fixed Interest Payment Date, i.e. each of the 10 th June and the 10 th December of each calendar year or if such day is not a Business Day then the close of business on the Business Day immediately preceding the first day of a Books Closed Period during the period commencing on the Issue Date and ending on the Maturity Date
24.	Books Closed Periods:	The Register will be closed for a period of 10 (ten) calendar days prior to each Fixed Interest Payment Date and prior to the Maturity Date, i.e. each of the following periods, the 11 th June to the 21 st June and the 11 th December to the 21 st December of each calendar year during the term of the Notes, the first 10 calendar days period being the 11 th Dec 2020 to the 21 st Dec 2020 and the last period being the 10 day period ending with the Maturity Date
25.	Value of aggregate Nominal Amount of all Notes issued	ZAR28,274,225,467.96

under the Structured Note Programme as at the Issue Date:	
FIXED RATE NOTES:	
26. (a) Fixed Interest Payment Dates:	Each of 21 st June and 21 st December of each calendar year during the term of the Notes, commencing on the 21 st Dec and ending on the Maturity Date or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention
(b) Fixed Interest Rate:	8.36% per annum payable semi-annually on the Fixed Interest Payment Dates
(d) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision):	The Day Count Fraction is Actual/365 (Fixed).
(j) Calculation Agent responsible for calculating amount of principal and interest:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
(k) Interest Period	Each period commencing on (and including) a Fixed Interest Payment Date and ending on (but excluding) the following Fixed Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the following Fixed Interest Payment Date (each Interest Payment Date as adjusted in accordance with Following Business Day Convention).
INSTALMENT NOTES:	Applicable
27. Instalment Dates:	21 st December 2025, 21 st December 2026, 21 st December 2027 or if no principal payment is made on Reference Obligation 1 on these dates, the Business Day on which the principal amount is paid on Reference Obligation 1, as

	determined in accordance with the Applicable Business Day Convention.
28. Instalment Amounts:	The amount of the principal payment made by the Reference Entity 1 in respect of Reference Obligation 1 on the relevant Instalment Date.
CREDIT EVENT REDEMPTION:	
29. Type of Credit Linked Note:	Portfolio CLN
30. Redemption at Maturity:	Final Redemption Amount
31. Redemption following the occurrence of Credit Events:	Applicable. If a Relevant Credit Event occurs during the Notice Delivery Period in respect of one or more of the Reference Entities specified in the Reference Portfolio Annex, the Issuer will redeem the Notes in full by Physical Settlement on the relevant Physical Settlement Date of the Deliverable Obligations Portfolio related to the relevant Reference Entity(ies).
32. Extension interest:	Not Applicable
33. Reference Entity:	Each Reference Entity (read with the relevant Reference Entity Notional Amount) as specified in the Reference Portfolio Annex.
34. Financial Statements of the Reference Entity:	The notes issued by the issuer of each Reference Obligation are listed on the interest rate market of JSE and as per rule 4.22(cc)(iv)(1) of the JSE Debt Listings Requirements, no additional information is required to be provided herein.
35. Standard Reference Obligation:	Not Applicable
36. Reference Obligation:	In respect of each Reference Entity, the obligation identified as per the Reference Portfolio Annex or any Substitute Reference Obligation in respect thereof.

37.	Substitute Reference Obligation:	Applicable
38.	Transaction Type:	Not Applicable
39.	All Guarantees:	Applicable
40.	Conditions to Settlement:	Applicable Credit Event Notice: Applicable Notice of Publicly Available Information: Applicable
41.	Credit Events:	In respect of each Reference Entity, the Credit Events specified in the Reference Portfolio Annex shall apply
42.	Credit Event Accrued Interest:	Not Applicable
43.	Obligations:	In respect of a Reference Entity, "Obligation" means (i) the Reference Obligation of such Reference Entity as set out in the Reference Portfolio Annex, or (ii) any obligation of such Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is Specified as applicable, as provider of any Qualifying Guarantee) as described in the Reference Portfolio Annex
44.	Excluded Obligations:	None
45.	Issuer CLN Settlement Option:	Not Applicable
SETTLEMENT:		
46.	(a) CLN Settlement Method	Physical Settlement
	Credit Event Redemption Amount	Means in respect of each Note, such Deliverable Obligations with a Due and Payable Amount or an Outstanding Principal Balance in an aggregate amount (excluding any accrued and unpaid interest) equal to: (i) The Reference Entity Notional Amount as of the relevant Event Determination Date; minus (ii) a Due and Payable Amount or an Outstanding Principal Balance of such Deliverable Obligations with a market value determined by the Calculation Agent equal to

	such Note's pro rata share of the Settlement Expenses and Swap Costs.
Deliverable Obligations:	In respect of a Reference Entity, "Deliverable Obligation" means (i) the Reference Obligation of such Reference Entity as set out in the Reference Portfolio Annex, or (ii) any obligation of such Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable, as provider of any Qualifying Guarantee) as described in the Reference Portfolio Annex.
PROVISIONS REGARDING REDEMPTION / MATURITY	
47. Redemption at the option of the Issuer:	<p>Applicable</p> <p>In the event that the notes issued under any one of the Domestic Medium Term Note Programmes of any of the Reference Entities are redeemed in part or full such that the Reference Obligation and/or the Deliverable Obligations referenced in this Note become early redeemed by the Reference Entity and are no longer available (the "Affected Obligations"), the Issuer shall be entitled to replace the Affected Obligations with new Deliverable Obligations to act as the new Reference Obligation for purposes of the Note; provided that same bears Deliverable Characteristics substantially the same as those of the Affected Obligations (the "Replacement Deliverable Obligations").</p> <p>The replacement event described in sub-clause (i) above, shall be subject to the Issuer having obtained the approval of at least 66.67% of the Noteholders, which consent shall not be unreasonably withheld or delayed (the "Replacement Event Consent").</p> <p>In the event that:</p> <p>(a) the Issuer is unable to obtain the Replacement Event Consent described above; or</p> <p>(b) the Issuer is unable to replace and/or acquire the Replacement Deliverable Obligations (in part or in full),</p> <p>the Issuer shall redeem the affected portion of the Note and pay the Noteholder the Early Redemption Amount determined and</p>

	calculated by the Calculation Agent in accordance with Condition 8.5 of the Terms and Conditions of the Notes.
48. Redemption at the Option of Noteholders:	Yes
If yes:	
a. Optional Put Redemption Event:	The Noteholders may elect to redeem the Notes in full on the Optional Redemption Dates, in accordance with Condition 8.4 of the Terms and Conditions of the Notes
b. Optional Redemption Date	Each Business Day subject to Following Business Day Convention.
c. Optional Put Redemption Amount	An amount in ZAR as determined by the Calculation Agent equal to the Note NAV Where: <p>“Note NAV” means on any day an amount in ZAR determined by the Calculation Agent in a commercially reasonable manner, which amount shall not be less than zero, equal to the sum of the market value of the Hedging Instruments (as defined below).</p> <p>“Hedging Instruments” means in respect of the Notes all related hedging instruments entered into by the Issuer including without limitation, any interest rate swaps, funding instruments and other derivative instruments.</p>
d. Minimum period of notice:	The minimum period of written or oral notice for the purposes of this provision shall be two (2) Business Days and the notice shall be called an “Optional Put Redemption Notice” .
49. Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law or on Event of Default (if required):	Yes

If yes:	
(a) Amount payable; or	The Early Redemption Amount determined and calculated by the Calculation Agent in accordance with Condition 8.5 of the Terms and Conditions of the Notes
(b) Method of calculation of amount payable:	Not Applicable
GENERAL	
50. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
51. Calculation & Paying Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
52. Calculation Agent City:	Johannesburg
53. Paying Agent:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
54. Specified office of the Calculation & Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
55. Settlement Agent:	Standard Chartered Bank
56. Specified office of the Settlement Agent:	4 Sandown Valley Crescent, Sandton, South Africa
57. Additional selling restrictions:	Not Applicable
58. ISIN No.:	ZAG000171356
59. Stock Code:	ASN510
60. Method of distribution:	Private Placement
61. If syndicated, names of Managers:	Not Applicable

62. If non-syndicated, name of Dealer:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
63. Governing law:	The laws of the Republic of South Africa
64. Issuer Rating on Issue Date:	Issuer Rating: zaAA being the National Long-Term Credit Rating as assigned by Standard & Poor's on 26 November 2019 and to be reviewed by Standard & Poor's from time to time.
65. Issuer Central Securities Depository Participant (CSDP):	Standard Chartered Bank
66. Debt Listing Requirements:	In accordance with Section 4.22 of the Debt Listing Requirements, the Issuer confirms that the Programme Amount has not been exceeded at the time of the issuing of the Notes.
67. Other Provisions:	<p>Condition 9 titled "<i>Taxation</i>" in the section II-A of the Master Programme Memorandum titled "<i>Terms and Conditions of the Notes</i>" is amended in relation to this Tranche of Notes by (i) the replacement of the words after the dash in Condition 9.3 with the words "<i>provided that this exception shall only apply to that portion of the withholding or deduction which could lawfully have been so reduced</i>", (ii) the deletion of Condition 9.8 and (iii) the insertion of the following additional paragraphs immediately after Condition 9.7:</p> <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.</p> <p>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 South Africa, references in Conditions 8.2 (<i>Redemption for Tax Reasons or due to a Change in Law</i>) and 9 (<i>Taxation</i>) to South Africa shall be read and construed as references to South Africa and/or to such other jurisdiction, authority or agency.”</p>
<p>68. Material Change in Financial or Trading Position</p>	<p>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 2020. This statement has not been confirmed nor verified by the auditors of the Issuer.</p>

Responsibility:


The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that this Applicable Pricing Supplement contains all information required by law and the JSE Debt Listing Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement and the annual financial report, the amendments to the annual financial report or any supplements from time to time, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Applicable Pricing Supplement and the annual financial report of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Applicable Pricing Supplement and the annual financial report of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE’s approval of the registration of the Programme Memorandum and listing of the debt securities is not

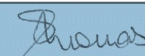
to be taken in any way as an indication of the merits of the Issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application is hereby made to list this issue of Notes on 29 September 2020

ABSA BANK LIMITED

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Name: Makhanani sithole
Capacity: Confirmations specialist
Date: 25-09-2020 | 09:37:57 AM SAST

DocuSigned by:

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Name: Shamila Thomas
Capacity: Confirmations specialist
Date: 25-09-2020 | 09:36:28 AM SAST

ANNEX I
Reference Portfolio Annex

Reference Entity	Reference Obligation	Reference Entity Notional Amount	Obligations	Deliverable Obligations	Credit Events
Republic of South Africa ("Reference Entity 1")	ZAG000016320 (and following the redemption of one third of the bond on 21 December 2025, the ISINs as allocated to the bonds maturing on 21 December 2026 and 21 December 2027, respectively) ("Reference Obligation 1")	Means ZAR 15,000,000 on Trade Date and reduced by the Instalment Amount on each Instalment Date	Obligation Category: Reference Obligation Only Obligation Characteristics: None	Deliverable Obligation Category: Reference Obligation Only	Bankruptcy Failure to Pay Grace Period Extension: Applicable Grace Period: 30 calendar days Payment Requirement: ZAR 10,000,000 Obligation Acceleration Repudiation/Moratorium Restructuring Default Requirement: ZAR 25,000,000 Mod R: Not Applicable Mod Mod R: Not Applicable Multiple Holder Obligation: Not Applicable Governmental Intervention

<p>Barloworld Limited ("Reference Entity 2")</p>	<p>ZAG000149782</p>	<p>Means ZAR 15,000,000 on Trade Date and reduced by the Instalment Amount on each Instalment Date</p>	<p>Obligation Category: Bond or Loan</p> <p>Obligation Characteristics: Not Subordinated</p> <p>Specified Currency: ZAR</p>	<p>Deliverable Obligation Category: Bond or Loan</p> <p>Deliverable Obligation Characteristics: Not Subordinated Not Contingent Transferable Not Bearer Specified Currency: ZAR</p> <p>Excluded Deliverable Obligations: Not Domestic Currency and Not Domestic Law</p>	<p>Bankruptcy</p> <p>Failure to Pay</p> <p>Grace Period Extension: Applicable</p> <p>Grace Period: 30 calendar days</p> <p>Payment Requirement: ZAR 10,000,000</p> <p>Obligation Acceleration</p> <p>Repudiation/Moratorium</p> <p>Restructuring</p> <p>Default Requirement: ZAR 25,000,000</p> <p>Mod R: Not Applicable</p> <p>Mod Mod R: Not Applicable</p> <p>Multiple Holder Obligation: Not Applicable</p>
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