



APPLICABLE PRICING SUPPLEMENT

ABSA BANK LIMITED

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

Issue of ZAR200,000,000 MOBILE TELEPHONE NETWORKS HOLDINGS LIMITED Credit-Linked Notes due February 2021

under its ZAR40,000,000,000 Master Structured Note Programme registered with 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 and the Applicable Product Supplement for 2014 Credit Linked Notes, dated on or about 27 October 2015 and registered with the JSE Limited on or about 30 October 2015, 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, dated on or about 27 October 2015, 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 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
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:	2019-36
7. Tranche Number:	01
8. Aggregate Nominal Amount:	ZAR200,000,000 (Two Hundred Million South African Rand)
(a) Series:	ZAR200,000,000 (Two Hundred Million South African Rand)
(b) Tranche:	ZAR200,000,000 (Two Hundred Million South African Rand)

9.	Interest:	Interest-bearing
10.	Interest Payment Basis:	Floating Rate Notes
11.	Optional Conversion from one Interest Rate to another:	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.	Trade Date:	31 May 2019
14.	Issue Date:	07 June 2019
15.	Specified Denomination:	ZAR1,000,000.00 per Note.
16.	Issue Price:	100%
17.	Interest Commencement Date	07 June 2019
18.	Maturity Date:	12 February 2021
19.	Applicable Business Day Convention:	Following Business Day Convention.
20.	Business Days:	Johannesburg
21.	Final Redemption Amount:	ZAR200,000,000 (Two Hundred Million South African Rand)
22.	Credit Event Backstop Date:	Not Applicable
23.	Last Date to Register:	The 11th calendar day before each Floating Interest Payment Date, i.e. each of 01 August, 01 November, 01 February and 01 May of each calendar year or 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 each of the following periods of 10 calendar days from: 02 August to 12 August, 02 November to 12 November, 02 February to 12 February and 02 May to 12 May (all dates inclusive) in each year during the period commencing on the Trade Date and ending on the Maturity Date.
25. Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	ZAR 19,270,503,695.25
26. Unwind Costs:	<p>The definition of “Swap Costs” in condition 15.15 of the Credit Linked Conditions shall be deleted and replaced with the following definition for the purposes of the Notes:</p> <p>“Unwind Costs” means, in respect of the Notes, an amount determined by the Calculation Agent in a commercially reasonable manner equal to any expense, loss or costs (in which case expressed as a negative number) incurred by or on behalf of the Issuer as a result of its terminating, liquidating, modifying, obtaining or re-establishing any hedge term deposit, related interest rate, currency or basis swap position, or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with the Notes.</p>
FLOATING RATE NOTES	
27. (a) Floating Interest Payment Dates:	Each of 12 August, 12 November, 12 February and 12 May of each year commencing on 12 August 2019 and ending on the Maturity date, each such day being subject to adjustment in accordance with the Applicable Business Day Convention.
(b) Minimum Interest Rate:	Not Applicable
(c) Maximum Interest Rate:	Not Applicable
(d) Other terms relating to the method of calculating interest (e.g.: Day Count	The Day Count Fraction is Actual/365 (Fixed).

	Fraction, rounding up provision):	
(e)	Manner in which the Interest Rate is to be determined:	Screen Rate Determination
(f)	Margin:	1.40%
(h)	If Screen Determination:	
(i)	Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated):	ZAR-JIBAR-SAFEX (3 months)
(ii)	Interest Rate Determination Dates:	The first Interest Determination Date will be the 07 June thereafter each of 12 August, 12 November, 12 February and 12 May in each calendar year during the term of the Notes, and ending on 12 November 2020 in each calendar year, each such day being subject to adjustment in accordance with the Following Business Day Convention
(iii)	Relevant Screen Page and Reference Code:	Reuters RIC <SFX3MYLD> on Reuters Page "SAFEY" (Page number ZA01209).
(i)	If Interest Rate to be calculated otherwise than Screen Determination, insert basis for determining Interest Rate/Margin/ Fallback provisions:	Not Applicable
(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:	means each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following 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 Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention);

CREDIT EVENT REDEMPTION	
28. Type of Credit Linked Note:	Single Name CLN
29. Redemption at Maturity:	Final Redemption Amount
30. Redemption following the occurrence of Credit Events:	Applicable
31. Extension interest:	Not Applicable
Reference Entity:	MOBILE TELEPHONE NETWORKS HOLDINGS LIMITED
Reference Obligation:	The obligation identified as follows: Primary Obligor: MOBILE TELEPHONE NETWORKS HOLDINGS LIMITED Maturity Date: 30 May 2022 Coupon Rate: 3m Jibar + 143bp ISIN: ZAG000159799
Transaction Type:	Not Applicable
All Guarantees:	Applicable
Conditions to Settlement:	Applicable Credit Event Notice: Applicable Notice of Publicly Available Information: Applicable
Credit Events:	The following Credit Events apply: Bankruptcy Failure to Pay Grace Period Extension: Applicable Grace Period: 30 calendar days Payment Requirement: ZAR10,000,000.00 Obligation Default Obligation Acceleration Repudiation/Moratorium

	Restructuring Restructuring Maturity Limitation and Fully Transferable Obligation: Not Applicable Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: Not Applicable Multiple Holder Obligation: Applicable Default Requirement: ZAR10,000,000.00	
Credit Event Accrued Interest:	Not Applicable	
Obligations:	Obligation Category:	Obligation Characteristics:
	Bond or Loan	Not Subordinated
		Specified Currency: ZAR
Excluded Obligations (if any):	Not Domestic Currency and Not Domestic Law	
Issuer CLN Settlement Option:	Not Applicable	
CLN Settlement Method:	Physical Settlement	
Fallback CLN Settlement Method:	Cash Settlement	
Terms Relating to Cash Settlement:		
Credit Event Redemption Amount:	As specified in the 2014 Credit Linked Conditions.	
Credit Event Redemption Date:	5 (five) Business Days	
CLN Valuation Date:	Single CLN Valuation Date Within 60 Business Days.	
CLN Valuation Time:	As specified in the 2014 Credit Linked Conditions.	
Quotation Method:	Bid	
Quotation Amount:	Representative Amount	
Quotations:	Include Accrued Interest	

Minimum Quotation Amount:	As specified in the 2014 Credit Linked Conditions.
Dealers:	As specified in the 2014 Credit Linked Conditions. Such Dealers may include SA and/or non SA Dealers.
Settlement Currency:	ZAR (South African Rand)
Valuation Method:	Highest
Additional Business Centre Delivery Method:	Not Applicable
Other Provisions:	<p>Subparagraphs 20.10.3 and 20.10.4 in the definition of "Quotation" in the 2014 Credit Linked Notes Applicable Product Supplement contained in Section IV-B of the Master Programme Memorandum will be deemed to be deleted hereby and replaced with the following:</p> <p>"If the Calculation Agent is unable to obtain at least two (2) Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth (10th) Business Day following the applicable CLN Valuation Date, the Quotation will be calculated by the Issuer on the eleventh (11th) Business Day by obtaining at least 5 (five) Indicative Quotations on that Business Day and the arithmetic mean of such Indicative Quotations, disregarding the Indicative Quotation having the highest and lowest values, will constitute the Quotation, failing which the Quotation will be equal to be zero".</p> <p>Where:</p> <p>"Indicative Quotation" means, in accordance with the Quotation Method, each quotation obtained from a Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the relevant Obligation equal to the Quotation Amount, which reflects such Dealer's reasonable assessment of the price of such Obligation based on such factors as the Dealer may consider relevant, which may include historical prices and recovery rates".</p>

PROVISIONS REGARDING REDEMPTION / MATURITY	
32. Redemption at the option of the Issuer:	Yes. Upon the redemption of the Reference Obligation, in whole or part and for any reason whatsoever, prior to its final maturity date. The Issuer will announce the redemption via the Financial Exchange (JSE Limited) and through a SENS Announcement in accordance with the JSE Debt Listings Requirements.
33. Redemption at the Option of Noteholders: If yes:	No
34. Early Redemption Amount(s) payable on redemption for taxation reasons, Change in Law or on Event of Default (if required): If yes:	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	
35. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
36. Calculation and Paying Agent:	Absa Corporate and Investment Bank (a division of Absa Bank Limited) or an affiliate thereof.
37. Calculation Agent City:	Johannesburg
38. Specified office of the Calculation and Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
39. Settlement Agent	Standard Chartered Bank

40.	Specified office of the Settlement Agent:	4 Sandown Valley Crescent, Sandton, South Africa
41.	Provisions relating to stabilisation:	Not Applicable
42.	Stabilising manager:	Not Applicable
43.	Additional selling restrictions:	Not Applicable
44.	Issuer Rating on Issue Date:	Issuer Rating: Aa1.za as assigned by Moody's on 20 th June 2018 and to be reviewed by Moody's from time to time.
45.	Issuer Central Securities Depository Participant (CSDP):	Standard Chartered Bank
46.	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.
47.	ISIN No.:	ZAG000160110
48.	Stock Code:	ASN344
49.	Method of distribution:	Private Placement
50.	If syndicated, names of Managers:	Not Applicable
51.	If non-syndicated, name of Dealer:	Absa Corporate and Investment Bank (a division of Absa Bank Limited) or an affiliate thereof.
52.	Governing law:	The law of the Republic of South Africa
53.	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</p>

	<p>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>
54. Inward listing	Not Applicable

<p>55. Material Change in financial or trading position of the Issuer</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 latest audited financial statements for the twelve months ended 31 December 2018. This statement has not been confirmed nor verified by the auditors of the Issuer.</p>
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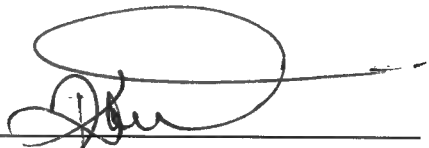
Responsibility:


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 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.

for and on behalf of

ABSA BANK LIMITED


 Name: DITEBOHO KHUMALO
 Capacity: HEAD : INSTITUTIONAL SALES
 Date: 04/06/2019


 Name: KELLY CHETTY
 Capacity: PRINCIPAL
 Date: 04/06/2019