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 ZAR 50,000,000 Credit-Linked Notes due December 2022

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 on or about 27 October 2015 and approved by the JSE on 09 November 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.

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:	2019 - 80
7.	Tranche Number:	1
8.	Aggregate Nominal Amount:	
	(a) Series:	ZAR 50,000,000 (Fifty Million South African Rand)
	(b) Tranche:	ZAR 50,000,000 (Fifty Million South African Rand)
9.	Interest:	Interest-bearing
10.	Interest Payment Basis:	Floating Rate 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:	05 November 2019
14.	Trade Date:	29 October 2019
15.	Specified Denomination:	ZAR1,000,000 per Note.
16.	Issue Price:	100%
17.	Interest Commencement Date	Issue Date
18.	Maturity Date:	20 December 2022

19.	Applicable Business Day Convention:	Following Business Day Convention
20.	Business Days:	Johannesburg, New York and London
21.	Final Redemption Amount:	ZAR 50,000,000 (Fifty Million South African Rand)
22.	Credit Event Backstop Date:	Applicable
23.	Last Date to Register:	The 11th (eleventh) calendar day before each Floating Interest Payment Date, i.e. each of the 09th March, the 09th June, the 09th September and the 09th 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 Floating Interest Payment Date and prior to the Maturity Date, i.e. each of the following periods, the 10th of March to the 20th March, the 10th June to the 20th June, the 10th September to the 20th September and the 10th December to the 20th December of each calendar year during the term of the Notes, the first 10 calendar days period being the 10th December 2019 to the 20th December 2019 and the last period being the 10th December 2022 to the 20th December 2022
25.	Value of aggregate Nominal Amount of all Notes issued under the Structured Note Programme as at the Issue Date:	ZAR 21,161,673,395.25
FLOATING RATE LEG:		
26.	(a) Floating Interest Payment Dates:	Each of the 20 March, the 20 June, the 20 September and the 20 December of each calendar year during the term of the Notes, commencing on the 20 December 2019 and ending on the 20 December 2022 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 (as specified in this Applicable Pricing Supplement),
	(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 Fraction, rounding up provision):	The Day Count Fraction is Actual/365 (Fixed).
(e)	Manner in which the Interest Rate is to be determined:	Screen Rate Determination
(f)	Margin:	296 basis points (or 2.96%) to be added to the relevant Reference Rate.
(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 Issue Date i.e. the 05th November, thereafter each of 20th December, 20th March, 20th June and 20th September in each calendar year, during the term of the Notes, commencing on the Issue Date and ending on the 20th September 2022 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.
	(iii) Relevant Screen Page and Reference	Reuters RIC <SFX3MYLD> on Reuters Page "SAFEY" (Page number ZA01209).

Code:	
(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	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 Following Business Day Convention).
CREDIT EVENT REDEMPTION:	
27. Type of Credit Linked Note:	Single Name CLN
28. Redemption at Maturity:	Final Redemption Amount
29. Redemption following the occurrence of Credit Events:	Applicable
30. Extension interest:	Not Applicable
31. Reference Entity:	Republic of Kenya
32. Financial Statements of the Reference Entity:	The financial statements of the Reference Entity are available at: http://www.treasury.go.ke/financial-reporting-templates/consolidated-financial-statements.html
33. Standard Reference Obligation:	Applicable

34.	Reference Obligation:	The obligation identified as follows: Primary Obligor: Republic of Kenya Maturity: 24 June 2024 CUSIP/ISIN: XS1028952403
35.	Transaction Type:	Standard Emerging European and Middle Eastern Sovereign
36.	All Guarantees:	Applicable
37.	Conditions to Settlement:	Applicable Credit Event Notice: Applicable Notice of Publicly Available Information: Applicable
38.	Credit Events:	The following Credit Events apply: Failure to Pay Grace Period Extension: Applicable Grace Period: 30 calendar days Payment Requirement: USD 1,000,000 Obligation Acceleration Repudiation/Moratorium Restructuring Multiple Holder Obligation: Not Applicable Default Requirement: USD10,000,000
39.	Credit Event Accrued Interest:	Not Applicable
40.	Excluded Obligations:	None
41.	Issuer CLN Settlement Option:	Not Applicable
SETTLEMENT:		
42.	(a) CLN Settlement Method	Auction Settlement
	(b) Fallback CLN Settlement Method	Cash Settlement
	Terms Relating to Cash	

Settlement:	
(c) Final Price	The price of the Reference Obligation determined by reference to the Reference Obligation Aggregate Nominal Amount (expressed as a percentage) determined in accordance with the Valuation Method. "**Reference Obligation Aggregate Nominal Amount**" means USD 3,406,481.85
(d) Valuation Method	Market
(e) CLN Valuation Date	Single CLN Valuation Date
(f) CLN Valuation Time	As specified in the Credit Linked Conditions
(g) Quotation Method	Bid
(h) Quotation Amount	With respect to the Reference Obligation, an amount in the Settlement Currency specified by the Issuer which shall not exceed the Reference Obligation Aggregate Nominal Amount.
(i) Minimum Quotation Amount	As specified in the Credit Linked Conditions
(j) Dealer(s)	As specified in the Credit Linked Conditions
(k) Settlement Currency	USD
(l) Credit Event Redemption Date	Five (5) Business Days
Credit Event Redemption Amount	Means in respect of each Note an amount equal to the CLN Cash Settlement Amount (as defined below) minus such Note's pro rata share of the Settlement Expenses.
CLN Cash Settlement Amount	Means an amount in ZAR calculated by the Calculation Agent, which amount shall not be less than zero, equal to the sum of: (i) The amount equal to: the product of (a) Reference Obligation Aggregate Nominal Amount converted by the Calculation Agent from USD to ZAR at the spot USD/ZAR exchange rate at the time the relevant determination is being made, and (b) the Final Price (if Cash Settlement applies) or Auction Final Price (if Auction Settlement applies); less (ii) the Hedging Costs (as defined below). "**Hedging 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) or gain (in which case expressed as a positive number) incurred (or expected to be 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 USD/ZAR basis swap position, interest rate swap position or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with the Notes.	
Deliverable Obligations:	Deliverable Obligation Category:	Deliverable Obligation Characteristics:
	Bond only	Not Subordinated
		Specified Currency: USD
		Not Contingent
		Not Domestic Currency
		Not Domestic Law
		Transferable
		Not Bearer
PROVISIONS REGARDING REDEMPTION / MATURITY		
43. Redemption at the option of the Issuer:	Yes in the event of an Early Redemption Trigger Event as described in A below.	

If yes:	
A. Early Redemption Trigger Events:	
(a) Optional Redemption Date(s):	If at any time on any day prior to the redemption of the Notes, the following event occurs, as determined by the Calculation Agent in a commercially reasonable manner ("**Trigger Event**" and the date on which the Trigger Event occurs being the "**Trigger Event Determination Date**"), the Issuer may elect, in its sole and absolute discretion, to redeem the Notes on the Optional Redemption Date notified by the Issuer to the Noteholder(s) in a Trigger Redemption Notice and at the Optional Redemption Amount determined in accordance with paragraph (b) below: 1) the Note NAV expressed in ZAR is less than or equal to the Trigger NAV. Where: "**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). "**Trigger NAV**" means 45% of the Aggregate Nominal Amount of the Notes. "**Hedging Instruments**" means in respect of the Notes all related hedging instruments entered into by the Issuer including without limitation, any basis swaps, funding instruments and other derivative instruments. "**Reference Obligation Aggregate Nominal Amount**" means USD 3,406,481.85 In making any determination, the Calculation Agent may take into account prevailing market prices and/or proprietary pricing models or, where these pricing methods may not yield a commercially reasonable result, may estimate such amount in good faith and in a commercially reasonable manner.
(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	An amount in ZAR determined by the Calculation Agent in a commercially reasonable manner as soon as reasonably practicable following the Trigger Event Determination Date, which amount shall not be less than zero, equal the sum of: (i) the mark-to-market of all the related Hedging Instruments; less (ii) Hedging Costs (as defined below); less

	(iii) Settlement Expenses. Where: "**Hedging 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) or gain (in which case expressed as a positive number) incurred (or expected to be 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 USD/ZAR basis swap position, interest rate swap position or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with the Notes.
(c) Minimum period of notice (if different from Condition 8.3 (*Redemption at the Option of the Issuer*))	The minimum period of written or oral notice for the purposes of this provision shall be one (1) Business Day and the notice shall be called a "**Trigger Redemption Notice**".
44. Redemption at the Option of Noteholders:	No
45. 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 paragraph 44 (b) above.
(b) Method of calculation of amount payable:	Not Applicable
GENERAL	
46. Financial Exchange:	JSE Limited t/a The Johannesburg Stock Exchange
47. Calculation & Paying Agent	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.

48.	Calculation Agent City:	Johannesburg
49.	Paying Agent:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
50.	Specified office of the Calculation & Paying Agent:	15 Alice Lane Sandton 2196 Gauteng Republic of South Africa
51.	Settlement Agent:	Standard Chartered Bank
52.	Specified office of the Settlement Agent:	4 Sandown Valley Crescent, Sandton, South Africa
53.	Additional selling restrictions:	Not Applicable
54.	ISIN No.:	ZAG000164005
55.	Stock Code:	ASN386
56.	Method of distribution:	Private Placement
57.	If syndicated, names of Managers:	Not Applicable
58.	If non-syndicated, name of Dealer:	Absa Corporate and Investment Banking (a division of Absa Bank Limited) or an affiliate thereof.
59.	Governing law:	The laws of the Republic of South Africa
60.	Issuer Rating on Issue Date:	Issuer Rating: Aa1.za as assigned by Moody's on 20th June 2018 and to be reviewed by Moody's from time to time.
61.	Issuer Central Securities Depositary Participant (CSDP):	Standard Chartered Bank
62.	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.

63. Other Provisions:	Condition 9 titled "*Taxation*" in the section II-A of the Master Programme Memorandum titled "*Terms and Conditions of the Notes*" 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 "*provided that this exception shall 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 South Africa, references in Conditions 8.2 (*Redemption for Tax Reasons or due to a Change in Law*) and 9 (*Taxation*) to South Africa shall be read and construed as references to South Africa and/or to such other jurisdiction, authority or agency."

64.	Inward listing	The Notes will be inward listed securities listed on the JSE in terms of the authority granted by the Financial Surveillance Department of the South African Reserve Bank.
65.	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.

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 05 November 2019

ABSA BANK LIMITED

Name: Martin Kariuki	Name: Jeshma Mowjee
Capacity: Principal	Capacity: Managing Principal
Date: 30/10/2019	Date: 30/10/2019