*Set out below is a form of termsheet. This document does not constitute or form part of and should not be construed as, an offer to sell or issue or the solicitation of an offer to buy or acquire securities in any jurisdiction or an inducement to enter into investment activity. No part of this document, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever.*

**[Insert Note details]**

**Final Term Sheet**

|  |  |
| --- | --- |
| **GENERAL TERMS** | |
| Issuer | International Finance Corporation (“IFC”) |
| Issuer Ratings | Aaa (stable - Moody’s) / AAA (stable - S&P) |
| Expected Note Ratings | Choose an item. |
| Theme | Choose an item. |
| Dealer | [Insert Dealer’s full legal name/branch] |
| Denomination Currency | Georgian Lari (“GEL”) |
| Settlement Currency | United States Dollar (“USD”); all payments will be made in USD |
| Principal Amount |  |
| Issue Price |  |
| Yield at Issue Price |  |
| Fee | Choose an item. |
| All-In Price |  |
| Government Benchmark |  |
| Spread to Government Benchmark |  |
| Net Proceeds | [Insert Net Proceeds in Denomination Currency] |
| Settlement Amount | [**⚫**, using FX **⚫**] [Insert Settlement Amount in Settlement Currency] |
| Redemption Amount | 100% of the Principal Amount payable in USD and determined by the Calculation Agent by applying the following formula per Specified Denomination on the applicable Valuation Date:  [Insert Specified Denomination] **divided** by the Reference Rate and rounded to the nearest two decimal places with 0.005 being rounded upwards. |
| Specified Denomination |  |
| Number of Specified Denominations | [Principal Amount/Specified Denomination] |
| Trade Date |  |
| Time of Execution |  |
| Issue Date[[1]](#footnote-2) |  |
| Maturity Date |  |
| **PROVISIONS RELATING TO INTEREST** | |
| Interest Rate |  |
| Interest Amount | [If applicable - insert Broken Amounts (GEL ⚫) for the long/short stub, thereafter]  [[2]](#footnote-3)The Interest Amount for the relevant Interest Period shall be GEL**⚫** per Specified Denomination, payable in USD and determined by the Calculation Agent by applying the following formula on the applicable Valuation Date:  GEL**⚫ divided** by the Reference Rate and rounded to the nearest two decimal places with 0.005 being rounded upwards. |
| Interest Payment Dates | Annually on **⚫,**  from and including ⚫ up to and including the Maturity Date |
| Day Count Fraction | [Actual/Actual (ICMA)] |
| Business Day Convention | Modified Following, Unadjusted |
| Business Days | [Tbilisi and New York] |
| **OTHER PROVISIONS** | |
| Calculation Agent/Paying Agent | Citibank N.A. |
| Determination Agent | [=Swap counterparty] |
| Reference Rate | Means, in respect of a Valuation Date, the USD/GEL rate, subject to the disruption provisions herein. The Determination Agent shall notify the Calculation Agent/Paying Agent and the Issuer of its determination of the Reference Rate as soon as practicable after such determination. |
| USD/GEL rate | Means, in respect of the relevant Valuation Date, the USD/GEL exchange rate, expressed as the amount of GEL per one USD and as reported by the National Bank of Georgia and published on its website <https://www.nbg.gov.ge/index.php?m=582&lng=eng>) at approximately **5**.**00 p.m.**, Tbilisi time, on that Valuation Date.  USD/GEL rate found on the website of the National Bank of Georgia (or any official successor page or service) shall prevail in case of conflict with other sources where such rate is published. |
| Valuation Date | Means, in respect of an Interest Payment Date, Early Redemption Date, Maturity Date, as applicable, the date that is **five (5)** Business Days before such Interest Payment Date, Early Redemption Date or Maturity Date (“Scheduled Valuation Date”), subject to adjustment in accordance with theFollowingBusinessDay Convention in the event of an Unscheduled Holiday. |
| Adjustment to Interest Payment Date, Early Redemption Date or Maturity Date | If a Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention due to Unscheduled Holiday or if Valuation Postponement applies, then the Interest Payment Date, Early Redemption Date or Maturity Date relating to such Scheduled Valuation Date shall be postponed by each Business Day for which the Scheduled Valuation Date is so postponed.  For the avoidance of doubt, no additional interest or other additional amounts shall be payable by IFC in the event that the relevant Interest Payment Date, the Early Redemption Date or the Maturity Date is adjusted in accordance with these provisions. |
| Early Redemption Date | Means the day on which the Notes become due and payable in accordance with Condition 9 (Events of Default). |
| Applicable Disruption Events | Price Source Disruption |
| Price Source Disruption | Means it becomes impossible to obtain the Reference Rate on the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source). |
| Applicable Disruption Fallbacks | 1. Valuation Postponement 2. Determination Agent Determination of Reference Rate |
| Valuation Postponement | Means, for purposes of obtaining a Reference Rate, that the Reference Rate will be determined on the Business Day first succeeding the day on which the Price Source Disruption ceases to exist, unless the Price Source Disruption continues to exist (measured from the date, that, but for the occurrence of the Price Source Disruption, would have been the Valuation Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Reference Rate will be determined on the next Business Day after the Maximum Days of Postponement in accordance with the next Applicable Disruption Fallback. |
| Determination Agent Determination of Reference Rate | Means, for the purpose of obtaining a Reference Rate, the Determination Agent will determine the Reference Rate (or a method for determining the Reference Rate) in its sole discretion, acting in good faith and using commercially reasonable procedures to produce a commercially reasonable result. |
| Unscheduled Holiday | Means a day that is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m., Tbilisi time, **two (2)** Business Days prior to the relevant Valuation Date. |
| Deferral Period for Unscheduled Holiday | In the event the Scheduled Valuation Date becomes subject to the Following Business Day Convention after the occurrence of an Unscheduled Holiday, and if the Valuation Date has not occurred on or before the 14th consecutive calendar day after the Scheduled Valuation Date (any such period being a “Deferral Period”), then the next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday, shall be deemed to be the Valuation Date. |
| Cumulative Events | Notwithstanding anything herein to the contrary, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed 14 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such 14-day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such 14-day period, a Price Source Disruption shall have occurred or be continuing on the day following such period, then Valuation Postponement shall not apply and the Reference Rate shall be determined in accordance with the next Disruption Fallback on that day. |
| Maximum Days of Postponement | Fourteen (14) calendar days |
| Use of Proceeds | [If Theme is **Green** add IFC Green Bonds Use of Proceeds Language/**Social** – IFC Social Bonds Use of Proceeds Language/ **N/A** – N/A] |
| Form of the Note | [Registered, Classic Global Note (CGN)] |
| Manufacturer for MiFID II/MiFIR Purposes | [Dealer] |
| Documentation | The Final Terms will be produced on the basis of IFC’s Global-Medium Term Note Program as described in the Prospectus dated October 3, 2023, as supplemented from time to time. |
| Governing Law | Choose an item. |
| Clearing System |  |
| Listing |  |
| ISIN/CUSIP/Common Code |  |

**[Insert Note details] (hereunder the “Notes”)**

**Associated Cross-Currency Swap Term Sheet**

|  |  |
| --- | --- |
| Party A | [Insert Swapper’s full legal name] |
| [Insert Swapper’s branch] |
| Party B | International Finance Corporation (“IFC”) |
| Trade Date | [Insert data to match the Notes] |
| Effective Date | [Insert data to match the Notes] |
| Termination Date | [Insert data to match the Notes] |
| Initial Exchange | None |
| Final Exchange | Party A pays the **Final Exchange Amount**, Party B pays the **Floating Amount** **Payer Currency Amount**, both for value Termination Date, subject to adjustment in accordance with the Business Day Convention on the Notes.  For the avoidance of doubt, no Delayed Payment for Final Exchange. |
| Final Exchange Amount | Fixed Amount Payer Currency Amount payable in USD and determined by Party A by applying the following formula per Specified Denomination on the applicable Valuation Date:  [Insert Specified Denomination] **divided** by the Reference Rate and rounded to the nearest two decimal places with 0.005 being rounded upwards.] |
| Upfront Payment | Party ⚫ will pay Party ⚫ an upfront payment of ⚫ (representing the difference between the net proceeds and the par amount of the Notes) for value Effective Date. |
| **Fixed Amounts:** |  |
| Fixed Amount Payer | Party A |
| Fixed Amount Payer Currency Amount | ⚫ |
| Fixed Rate | [Insert data to match the Notes] |
| Fixed Amount | [If applicable - insert Broken Amounts (GEL⚫) for the long/short stubs]  [[3]](#footnote-4)The Fixed Amount for the relevant Fixed Amount Calculation Period shall be GEL**⚫** per Specified Denomination, payable in USD and determined by the Calculation Agent by applying the following formula on the applicable Valuation Date:  GEL**⚫ divided** by the Reference Rate and rounded to the nearest two decimal places with 0.005 being rounded upwards.  The resulting amount shall be multiplied by the Number of Specified Denominations on the Notes. |
| Specified Denomination | [Insert data to match the Notes] |
| Number of Specified Denominations | [Insert data to match the Notes] |
| Fixed Amount Payer Period End Dates/Payment Dates | [Insert data to match the Notes] |
| Fixed Rate Day Count Fraction | [Insert data to match the Notes] |
| Business Day Convention | [Insert data to match the Notes] |
| Business Days | [Insert data to match the Notes] |
| Reference Rate | To match the Reference Rate in the Notes |
| **Floating Amounts:** |  |
| Floating Amount Payer | Party B |
| Floating Amount Payer Currency Amount | USD ⚫, using FX ⚫ |
| Floating Rate Option | USD-SOFR-COMPOUND |
| Spread | ⚫ bps |
| Reset Dates | The last day of each Calculation Period |
| Compounding | Inapplicable |
| Floating Amount Payer Period End Dates | Quarterly, every ⚫,⚫,⚫ and ⚫, each year commencing on ⚫, up to and including the Termination Date |
| Delayed Payment | Applicable – **two (2)** Business Days |
| Floating Rate Day Count Fraction | Actual/360 |
| Business Day Convention | Modified Following, Adjusted |
| Business Days | [Tbilisi and New York] |
| Calculation Agent | [=Party A] |
| Documentation[[4]](#footnote-5) | Standard ISDA documentation; 2006 ISDA Interest Rate Derivatives Definitions |
| No Mismatch Clause | IFC has entered into this transaction in order to hedge the cash flows associated with the Notes. The terms of the swap confirmation shall be construed with the intention that the amounts payable by Party A under this transaction shall be equal to the corresponding amounts payable by IFC under the Notes.  In the event of there being any omission from the swap confirmation or any conflict or inconsistency between the provisions of the swap confirmation and the terms of the Notes in effect on its original issue date, the terms of the Notes in effect on its original issue date or, if the parties have agreed to amendments to the swap confirmation to account for amendments to the terms of the Notes subsequent to the original issue date (the “Amended Notes”), the terms of the Amended Notes shall prevail and be deemed to govern the swap confirmation and the swap confirmation shall be deemed to be amended accordingly so as to remedy any such omission, conflict or inconsistency.  For the purposes of the swap confirmation, Notes means ⚫; ISIN: ⚫. |

***Disclaimer***

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1. **To dealer**: Please check that the Issue Date of a trade falls on a good Business Day. [↑](#footnote-ref-2)
2. **To dealer**: If the Interest Amount is variable by period (e.g. DCF is Actual/365 or BDC is Adjusted, etc.), please amend this clause accordingly – replace the exact Interest Amount reference with the formula below:

   “The Interest Amount for the relevant Interest Period per Specified Denomination shall be payable in USD and determined by the Calculation Agent by applying the following formula on the applicable Valuation Date:

   Specified Denomination x Interest Rate x Day Count Fraction, **divided** by the Reference Rate and rounded to the nearest two decimal places with 0.005 being rounded upwards.” [↑](#footnote-ref-3)
3. **To dealer**: If the Fixed Amount is variable by period (e.g. DCF is Actual/365 or BDC is Adjusted, etc.), please amend the clause accordingly – replace the exact Fixed Amount reference with the formula below:

   “The Fixed Amount for the relevant Fixed Amount Calculation Period per Specified Denomination shall be payable in USD and determined by the Calculation Agent by applying the following formula on the applicable Valuation Date:

   Specified Denomination x Fixed Rate x Fixed Rate Day Count Fraction, **divided** by the Reference Rate and rounded to the nearest two decimal places with 0.005 being rounded upwards.

   The resulting amount shall be multiplied by the Number of Specified Denominations on the Notes.” [↑](#footnote-ref-4)
4. The “Other Provisions” section of the Notes shall be applicable to this swap trade and reflected in the swap confirmation subject to adjustment of defined terms as outlined below.

   For the swap confirmation, respective references from the Notes’ side shall be replaced as follows:

   from the Determination Agent to the Calculation Agent

   from the Maturity Date to the Final Exchange Date

   from notification of the Issuer to notification of the Party B (IFC)

   reference to the Early Redemption Date (per Condition 9) shall be removed. [↑](#footnote-ref-5)