*UR 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 | Australian Dollar (“AUD”) |
| Principal Amount |  |
| Reoffer Price |  |
| Reoffer Yield |  |
| Government Benchmark |  |
| Spread to Government Benchmark |  |
| Reoffer Spread vs Semi-quarterly asset swap |  |
| Fee | Choose an item. |
| All-In Price |  |
| All-In Yield |  |
| All-in Spread vs Semi-quarterly asset swap |  |
| Net Proceeds | [Insert Net Proceeds in Denomination Currency] |
| Redemption Amount | 100% of the Principal Amount |
| Specified Denomination | [AUD1,000 with a minimum consideration when offered or sold within Australia of AUD500,000] |
| Number of Specified Denominations | [Principal Amount/Specified Denomination] |
| Trade Date |  |
| Time of Execution |  |
| Issue Date[[1]](#footnote-2) |  |
| Optional Redemption Date | The Issuer has the right to call the Notes in whole but not in part at par on the Interest Payment Date(s) falling on ⚫ and every ⚫ thereafter, with at least 5 Business Days’ notice. |
| Maturity Date |  |
| **PROVISIONS RELATING TO INTEREST** | |
| Interest Rate |  |
| Interest Amount | [If applicable - insert Broken Amounts (⚫) for the long/short stub, thereafter]  The Interest Amount for the relevant Interest Period shall be **⚫** [[2]](#footnote-3)per Specified Denomination, calculatedas follows:  Specified Denomination x Interest Rate x Day Count Fraction, rounding, if necessary, the entire resulting figure to the nearest cent, with  AUD 0.005 being rounded upwards. |
| Interest Payment Dates | Semi-Annually on **⚫,**  from and including ⚫ up to and including the Maturity Date |
| Day Count Fraction | RBA Bond Basis |
| Business Day Convention | Following, Unadjusted |
| Business Days | [Sydney] |
| **OTHER PROVISIONS** | |
| Calculation Agent/Paying Agent | Reserve Bank of Australia |
| Registrar | Reserve Bank of Australia |
| 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 |
| Manufacturer for MiFID II/MiFIR Purposes | [Dealer] |
| Documentation | AUD Debt Issuance Program |
| Governing Law | The laws of the State of New South Wales, Australia |
| Clearing System | Austraclear and via the bridge to Euroclear/Clearstream |
| Listing |  |
| ISIN/CUSIP/Common Code |  |
| Taxation | Not subject to Australian Interest Withholding Tax |
| GPS120 | The applicable accounting or capital treatment relevant to an investment in the Notes is a matter for determination by each investor in their own particular circumstances. It is intended that the Notes will be issued in a manner which in principal should allow them to qualify as "assets in Australia" for the purposes of Prudential Standard GPS 120 published by the Australian Prudential Regulation Authority and in effect as at the date here of. Investors who are "general insurers" for the purposes of the Insurance Act 1973 of Australia may request further details from the manager with respect to the issue of the Notes for the purposes of their consideration or determination of whether Notes held, or to be acquired, by them qualify as "assets in Australia" for the purposes of the Insurance Act 1973 of Australia. The issuer neither directly nor indirectly guarantees nor warranties that the notes do qualify as “assets in Australia” for the purposes of GPS120 and accordingly cannot be held liable if the notes do not so qualify. |
| S309B | The Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products |

**[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 | Party A pays the **Floating Amount Payer Currency Amount**, Party B pays the **Fixed Amount** **Payer Currency Amount**, both for value Effective Date. |
| Final Exchange | Party A pays the **Fixed Amount** **Payer Currency 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. |
| 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 (⚫) for the long/short stubs]  The Fixed Amount for the relevant Fixed Amount Calculation Period shall be **⚫** [[3]](#footnote-4)per Specified Denomination, calculated as follows:  Specified Denomination x Fixed Rate x Fixed Rate Day Count Fraction, rounding, if necessary, the entire resulting figure to the nearest cent with AUD 0.005 rounded upwards.  The resulting figure shall be multiplied by the Number of Specified Denominations on the Notes. |
| Optional Early Termination | Party A has the right to terminate the swap in whole but not in part at no cost on Fixed Amount Payer Payment Date(s) falling on ⚫ and every ⚫ thereafter, with at least 10 Business Days’ notice to Party B no later than ⚫ time. |
| 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]  AUD payments will be made by 10AM Sydney time on the Fixed Rate Payment Date to the designated IFC account. |
| Fixed Rate Day Count Fraction | RBA Bond Basis |
| Business Day Convention | Following, Unadjusted |
| Business Days | [Sydney] |
| **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 | [Sydney and New York] |
| Calculation Agent | [=Party A] |
| Documentation | 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: ⚫. |

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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 remove the exact Interest Amount reference. [↑](#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 remove the exact Fixed Amount reference. [↑](#footnote-ref-4)