*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 | Romanian Leu (“RON”) |
| 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] |
| Redemption Amount | 100% of the Principal Amount |
| 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 (⚫) 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 0.005 being rounded upwards. |
| Interest Payment Dates | [Annually] on **⚫,**  from and including ⚫ up to and including the Maturity Date. |
| Day Count Fraction | [ACT/ACT (ICMA)] |
| Business Day Convention | Modified Following, Unadjusted |
| Business Days | [Bucharest and New York] |
| **OTHER PROVISIONS** | |
| Calculation Agent/Paying Agent | Citibank N.A. |
| 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 |  |
| Determination Agent | [Swap Dealer] |

**[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 0.005 rounded upwards.  The resulting figure 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] |
| **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 | [Bucharest and New York] |
| Calculation Agent | [=Party A] |
| Documentation | Standard ISDA documentation; 2006 ISDA Interest Rate Derivatives Definitions |
| Currency Unavailability Hedge | Party A agrees that if IFC determines that it is entitled to satisfy its obligations in respect of any payments denominated in RON under the Notes by making such payment in U.S. Dollars under Condition 6(i) of the Terms and Conditions of the Notes, Party A shall satisfy its corresponding payment obligations hereunder by making such payments in U.S. Dollars on the basis of the spot exchange rate at which RON can be sold in exchange for U.S. Dollars for settlement on the relevant date for payment in respect of the Notes, as determined by Calculation Agent (Party A) on the related spot fixing day in consultation with IFC, or if such spot exchange rate is not available on such day, then on the basis of an exchange rate for the relevant currency pair determined by Calculation Agent (Party A) in consultation with IFC. |
| 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 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)