*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 | South African Rand (“ZAR”) |
| 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 | Click or tap to enter a date. |
| Issue Date | Click or tap to enter a date. |
| Maturity Date | Click or tap to enter a date. |
| **PROVISIONS RELATING TO INTEREST** |
| Interest Rate |  |
| Interest Amount | [If applicable - insert Broken Amounts (⚫) for the long/short stub, thereafter] [[1]](#footnote-2)The Interest Amount for the relevant Interest Period shall be calculated per Specified Denomination as follows:Specified Denomination x Interest Rate x Day Count Fraction, rounding, if necessary, the entire resulting figure, to the nearest cent, with ZAR 0.005 rounded upwards.  |
| Interest Payment Dates | [Annually] on **⚫,**  from and including ⚫ up to and including the Maturity Date |
| Day Count Fraction | [ACT/ACT (ICMA) or 30/360] |
| Business Day Convention | Modified Following, Unadjusted |
| Business Days | Johannesburg and New York |
| **OTHER PROVISIONS** |
| Calculation/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 11, 2021, as supplemented from time to time. |
| Governing Law | Choose an item. |
| Clearing System |  |
| Listing |  |
| ISIN/CUSIP/Common Code |  |
| Currency Unavailability Event | This provision amends and restates Condition 6(i) “Currency of Payment” of the Terms and Conditions of the Notes and shall apply when payment is due to be made in respect of the Notes in ZAR and payment cannot be made in ZAR due to any circumstance beyond the Issuer’s control (including, without limitation, the unavailability of ZAR on the international foreign exchange market, the imposition of exchange controls, ZAR’s replacement or disuse, or the suspension of its settlement on any Clearing System relevant for any payment in respect of the Notes). In such circumstances, the Issuer shall be entitled but not obliged to satisfy its obligation to the Holder of the Notes by making payment in U.S. Dollars on the basis of the spot exchange rate (which may be zero) determined by the Determination Agent at which ZAR can be sold in exchange for U.S. Dollars at such time such number of business days prior to such payment, in each case that is commercially reasonable taking into account such spot exchange rate. Exercise by the Issuer of its rights in accordance with this paragraph will not constitute an Event of Default. |
| Determination Agent | [Swap Dealer] |

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

**Associated Cross-Currency Swap Term Sheet**

|  |  |
| --- | --- |
| Party A | International Finance Corporation (“IFC”) |
| Party B | [Insert Swapper’s full legal name] |
| [Insert Swapper’s branch] |
| Effective Date | [To match the Notes] |
| Termination Date | [To match the Notes] |
| Fixed Rate Notional |  |
| Floating Rate Notional  | USD ⚫, using FX ⚫ |
| Initial Exchange | Party A pays **Fixed Rate Notional**, Party B pays **Floating Rate Notional**, both for value Effective Date.  |
| Final Exchange | Party A pays **Floating Rate Notional**, Party B pays the **Fixed Rate Notional,** both for value Termination Date, subject to adjustment in accordance with the Business Day Convention on the Notes. For the avoidance of doubt, no payment delay for Final Exchange of Notionals. |
| 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. |
| **Party A Pays** |  |
| Floating Rate | USD-SOFR-COMPOUND plus ⚫ bps  |
| Floating Rate Period End Dates | Quarterly, every ⚫,⚫,⚫ and ⚫, each year commencing on ⚫, up to and including the Termination Date |
| Business Days | Johannesburg and New York |
| Day Count Fraction | Actual/360 |
| Business Day Convention | Modified Following, Adjusted |
| Payment Delay for Party A | **Two (2)** Business Days following each Period End Date  |
| **Party B Pays** |  |
| Fixed Rate | [To match the Notes] |
| Fixed Rate Amount Calculation | [If applicable - insert Broken Amounts (⚫) for the long/short stubs, thereafter]The Fixed Rate Amount for the relevant Fixed Rate Calculation Period shall be calculated as follows:Specified Denomination x Fixed Rate x Day Count Fraction, rounding, if necessary, the entire resulting figure, to the nearest cent, with ZAR 0.005 rounded upwards and multiplying the resulting figure by the Number of Specified Denominations on the Notes. |
| Specified Denomination | [To match the Notes] |
| Number of Specified Denominations | [To match the Notes] |
| Fixed Rate Payment Dates | [To match the Notes] |
| Business Days | [To match the Notes] |
| Day Count Fraction | [To match the Notes] |
| Business Day Convention | [To match the Notes] |
| Calculation Agent | [=Party B] |
| Documentation | Standard ISDA documentation; 2006 ISDA Definitions. |
| Currency Unavailability Hedge | [Swap Dealer] agrees that if IFC determines that it is entitled to satisfy its obligations in respect of any payments denominated in ZAR under the Notes by making such payment in U.S. Dollars under Condition 6(i) of the Terms and Conditions of the Notes, as amended by the Final Terms of the Notes, [Swap Dealer] shall satisfy its obligations in respect of such payments by making such payments in U.S. Dollars on the basis of the spot exchange rate at which ZAR can be sold in exchange for U.S. Dollars at such time such number of business days prior to the date of each such payment, in each case that is commercially reasonable taking into account such spot exchange rate as determined by [Calculation Agent/Swap Dealer] in consultation with IFC.For the purposes of the swap confirmation, Notes means [ ]; ISIN: [ ]. |

***Disclaimer***

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1. **To dealer**: if BDC is Adjusted, amend this clause accordingly – replace fixed coupon amount reference with formula, as it will be different each period. Make similar change on the swap side. [↑](#footnote-ref-2)