*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 |  |
| Government Benchmark |  |
| Spread to Government Benchmark |  |
| Reoffer Spread vs Semi-quarterly asset swap |  |
| Reoffer Yield  |  |
| Reoffer Price |  |
| Fee | Choose an item. |
| All-in Spread vs Semi-quarterly asset swap |  |
| All-In Yield |  |
| All-in Price |  |
| 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 | 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 AUD 0.005 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** |
| 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/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 | 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 | Sydney 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 AUD 0.005 rounded upwards and multiplying the resulting figure by the Number of Specified Denominations on the Notes.For the elimination of doubt, each Fixed Rate Amount shall be a fixed amount of AUD ⚫.  |
| Specified Denomination | [To match the Notes] |
| Number of Specified Denominations | [To match the Notes] |
| Fixed Rate Payment Dates | [To match the Notes] AUD payments will be made by 10AM Sydney time on the Fixed Rate Payment Date to the designated IFC account.  |
| Business Days | Sydney |
| Day Count Fraction | RBA Bond Basis |
| Business Day Convention | Following, Unadjusted |
| Calculation Agent | [=Party B] |
| Documentation | Standard ISDA documentation; 2006 ISDA 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 B under this transaction shall be equal to the equivalent amounts payable by IFC under the Notes. In the event of there being any relevant omission from or any conflict or inconsistency between the provisions of the swap confirmation and the terms of the Notes, the terms of the Notes shall prevail and be deemed to govern the swap confirmation and the swap confirmation shall be deemed to be amended accordingly. For the purposes of the swap confirmation, Notes means [ ]; ISIN: [ ]. |

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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. This document is an indicative summary of the terms and conditions of the transaction described herein and may be amended, superseded or replaced by subsequent summaries. 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. The final terms and conditions of the transaction and any related security will be set out in full in the applicable offering document(s), final terms or binding transaction document(s). This document shall not constitute an underwriting commitment, an offer of financing, an offer to sell, or the solicitation of an offer to buy any securities described herein.

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)