

**Final Terms dated 3 October 2016**



**International Finance Corporation**

Issue of UYU 1,150,000,000 12.25 per cent. Notes due 5 October 2021

payable in United States Dollars

under its

**Global Medium-Term Note Program**

**PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 3 June 2008. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Prospectus. Full information on International Finance Corporation (the “**Corporation**”) and the offer of the Notes is only available on the basis of the combination of this Final Terms and the Prospectus. The Prospectus may be obtained (without charge) from the office of the Corporation at International Finance Corporation, 2121 Pennsylvania Avenue, N.W., Washington D.C., U.S.A. 20433 and is available for viewing at the website of the Corporation ([www.ifc.org](http://www.ifc.org)) and copies may be obtained from the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

**THE NOTES ARE NOT AN OBLIGATION OF THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT OR OF ANY GOVERNMENT.**

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|--------------------------------------|---|
| 1. Issuer:                           | International Finance Corporation   |
| 2. (i) Series Number:                | 1628  |
| (ii) Tranche Number:                 | 1   |
| 3. Specified Currency or Currencies: | Uruguayan Peso (“UYU”), being lawful currency of the Eastern Republic of Uruguay, <i>provided that</i> all payments in respect of the Notes will be made in United States Dollars (“USD”) |
| 4. Aggregate Nominal Amount:         |   |
| (i) Series:                          | UYU 1,150,000,000   |
| (ii) Tranche:                        | UYU 1,150,000,000   |
| 5. Issue Price:                      | 100 per cent. of the Aggregate Nominal Amount   |
| 6. (i) Specified Denominations:      | UYU 500,000   |
| (ii) Calculation Amount:             | UYU 500,000   |
| 7. Issue Date:                       | 5 October 2016  |
| 8. Maturity Date:                    | 5 October 2021  |
| 9. Interest Basis:                   | 12.25 per cent. Fixed Rate  |

- (further particulars specified below)
10. Redemption/Payment Basis: Redemption at par payable in USD  
(further particulars specified below)
11. Change of Interest or Redemption/Payment Basis: Not Applicable
12. Put/Call Options: Not Applicable
13. Status of the Notes: Senior
14. Method of distribution: Non-syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. Fixed Rate Note Provisions: Applicable
- (i) Rate of Interest: 12.25 per cent. per annum payable annually in arrear
- (ii) Interest Payment Date(s): 5 October in each year commencing on 5 October 2017 to, and including, the earlier of the Early Redemption Date or the Maturity Date
- (iii) Fixed Coupon Amount(s): UYU 61,250 per Calculation Amount, payable in USD as determined by the Determination Agent on the relevant FX Fixing Date as follows:
- UYU 61,250 *divided* by the UYU Rate
- provided that, for the avoidance of doubt, in respect of any early redemption, the UYU 61,250 amount shall be replaced by the product of the Rate of Interest, the Calculation Amount and the Day Count Fraction for such final Interest Accrual Period.
- The result will be rounded to the nearest USD 0.01 (USD 0.005 being rounded upwards).
- (iv) Broken Amount(s): Not Applicable
- (v) Day Count Fraction: 30/360
- (vi) Determination Dates: Not Applicable
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: **Disruption Provisions:**

If, in respect of the FX Fixing Date, a Price Source Disruption has occurred or exists in respect of the FX Rate on:

- (a) the Scheduled FX Fixing Date; or
- (b) the Adjusted FX Fixing Date, if such Scheduled FX Fixing Date is not a FX Business Day, but is an Unscheduled Holiday,

the Determination Agent shall obtain the FX Rate for the FX Fixing Date by applying the provisions of Disruption Fallback 1.

If, in the opinion of the Determination Agent, the application of the provisions of Disruption Fallback 1 fails to produce a FX Rate for the FX Fixing Date, the Determination Agent shall determine such FX Rate by applying the provisions of Disruption Fallback 2.

If the application of the provisions of Disruption Fallback 2 fails to produce a FX Rate for the FX Fixing Date, the Determination Agent shall attempt to determine the FX Rate by applying the provisions of Disruption Fallback 3.

In the event (i) the relevant Schedule FX Fixing Date becomes adjusted to the Adjusted FX Fixing Date and/or (ii) a Postponed FX Fixing Date applies in respect of such Scheduled FX Fixing Date or Adjusted FX Fixing Date, as applicable, each Interest Payment Date, the Early Redemption Date or the Maturity Date, as applicable, shall be postponed by each day for which the relevant Scheduled FX Fixing Date or Adjusted FX Fixing Date, as applicable, is so postponed.

For the avoidance of doubt, no additional interest or other additional amounts shall be payable by the Issuer in the event that the relevant Interest Payment Date, Early Redemption Date or Maturity Date is postponed.

*Where:*

**“Determination Agent”** means JPMorgan Chase Bank, N.A.

**“Disruption Fallback 1”** means, in respect of the FX Fixing Date, if a Price Source Disruption has occurred or exists in respect of the FX Rate on the Scheduled FX Fixing Date or the Adjusted FX Fixing Date, as applicable, the Determination Agent shall determine the FX Rate on the FX Business Day first succeeding the day on which, in the opinion of the Determination Agent, such Price Source Disruption ceases to exist (the **“Postponed FX Fixing Date”**), *unless* (a) such Price Source Disruption shall have occurred or existed throughout the Maximum Period of Postponement or (b) the Adjusted FX Fixing Date falls after the Last Deferred Day.

**“Disruption Fallback 2”** means, in respect of the FX Fixing Date, if a Price Source Disruption has occurred or exists in respect of the FX Rate throughout the Maximum Period of Postponement or if the Adjusted FX Fixing Date falls after the Last Deferred Day, the Determination Agent will request each of the Reference Dealers to provide a quotation of its rate at which it will buy one unit of USD in units of UYU on such relevant Postponed FX Fixing Date. If, for any such rate, at least two quotations are provided, the relevant rate will be the arithmetic mean of the quotations, provided that, if more than three quotations are provided, the relevant rate will be the arithmetic mean of the quotations, calculated by the Determination Agent without reference to either the highest or lowest value quotations. If fewer than two quotations are provided for any such rate, the provisions of Disruption Fallback 3 shall apply.

**“Disruption Fallback 3”** means, in respect of the FX Fixing Date, if the Determination Agent cannot determine a relevant rate in accordance with the provisions of Disruption Fallback 2, the Determination Agent shall determine the FX Rate for the FX Fixing Date on the Postponed FX Fixing Date, acting in good faith and in a commercially reasonable manner having taken into account relevant market practice and any information which it deems relevant.

**“Early Redemption Date”** means the day on which the Notes become due and payable in accordance with Condition 9 (*Events of Default*).

**“FX Business Day”** means a day (other than Saturday or

Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in New York and Montevideo.

**“FX Fixing Date”** means the FX Fixing Date that is two (2) Scheduled FX Business Days before each Interest Payment Date, the Early Redemption Date or the Maturity Date, as applicable (the **“Scheduled FX Fixing Date”**), *provided that*:

- (a) if the Scheduled FX Fixing Date is not a FX Business Day, but is not an Unscheduled Holiday, the FX Fixing Date shall be brought forward to the first FX Business Day immediately preceding such Scheduled FX Fixing Date; or
- (b) if the Scheduled FX Fixing Date is an Unscheduled Holiday, the FX Fixing Date shall be postponed to the first following FX Business Day (which postponement shall, for the avoidance of doubt, also apply to any day prior to the Last Deferred Day that is an Unscheduled Holiday), *unless* such day falls after the Last Deferred Day, in which case, the FX Fixing Date shall be the first Scheduled FX Business Day after the Last Deferred Day, on which date the Determination Agent shall determine the FX Rate in accordance with Disruption Fallback 2,

in each case, such adjusted day being the **“Adjusted FX Fixing Date”**.

**“FX Rate”** means, in respect of the FX Fixing Date, **“RPNJ”** being the USD / UYU exchange rate, expressed as the amount of UYU per USD 1.00, as published by Banco Central del Uruguay and as available on Reuters Screen Page **“RPNJ”** (or any successor or replacement page to such page), using the Mid Market **“Dolar Transferencia”** rate indicated thereon.

**“Last Deferred Day”** means the thirtieth calendar day after the Scheduled FX Fixing Date.

**“Maximum Period of Postponement”** means, in respect of the FX Fixing Date, the period from, and including, the Scheduled FX Fixing Date (or, if the Adjusted FX Fixing Date for such FX Fixing Date falls prior to the Scheduled FX Fixing Date for such FX Fixing Date, such Adjusted FX Fixing Date) to, and including, the thirtieth calendar day after the Scheduled FX Fixing Date (or, if the Adjusted FX Fixing Date for such FX Fixing Date falls prior to the Scheduled FX Fixing Date for such FX Fixing Date, the thirtieth calendar day after such Adjusted FX Fixing Date).

**“Price Source Disruption”** means the occurrence or existence of an event on any day, the result or consequence of which is that it is impossible or impracticable, in the opinion of the Determination Agent, to obtain the FX Rate on such day (or, if different, the day on which rates for such day would, in the ordinary course be published or announced by the relevant price source).

**“Reference Dealers”** means leading dealers, banks or banking

corporations which deal in UYU, selected by the Determination Agent acting in good faith and in a commercially reasonable manner.

“**Scheduled FX Business Days**” means each FX Business Day and each day that would have been a FX Business Day, but which is not a FX Business Day because of an Unscheduled Holiday.

“**Unscheduled Holiday**” means a day that is not a FX 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. local time, in Montevideo two (2) FX Business Days prior to such day.

“**UYU Rate**” means, in respect of a FX Fixing Date, the FX Rate for such day, subject to the Disruption Provisions.

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|--|----------------|
| 16. Floating Rate Note Provisions:   | Not Applicable |
| 17. Zero Coupon Note Provisions:   | Not Applicable |
| 18. Index Linked Interest Note/other variable-linked interest Note Provisions: | Not Applicable |
| 19. Dual Currency Note Provisions:   | Not Applicable |

#### PROVISIONS RELATING TO REDEMPTION

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|--------------------|----------------|
| 20. Call Option I: | Not Applicable |
| 21. Put Option:    | Not Applicable |

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|---|---|
| 22. Final Redemption Amount of each Note: | UYU 500,000 per Calculation Amount. The Final Redemption Amount of each Note will be paid in USD and determined by the Determination Agent on the relevant FX Fixing Date as follows: |
|---|---|

*UYU 500,000 divided by the UYU Rate*

The result will be rounded to the nearest USD 0.01 (USD 0.005 being rounded upwards).

For the avoidance of doubt, the provisions of Item 15(vii) above shall be applicable to the determination of the Final Redemption Amount.

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|--|--|
| 23. Early Redemption Amount:   |  |
| Early Redemption Amount(s) per Calculation Amount payable on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): |  |

UYU 500,000 per Calculation Amount. The Early Redemption Amount of each Note will be paid in USD and determined by the Determination Agent on the relevant FX Fixing Date as follows:

*UYU 500,000 divided by the UYU Rate*

The result will be rounded to the nearest USD 0.01 (USD 0.005 being rounded upwards).

For the avoidance of doubt, the provisions of Item 15(vii) above

shall be applicable to the determination of the Early Redemption Amount.

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

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|--|--|
| 24. Form of Notes:   | Registered Notes:<br>Global Registered Certificate available on Issue Date   |
| 25. New Global Note (NGN):   | No   |
| 26. Financial Centre(s) or other special provisions relating to payment dates:   | Montevideo, New York and London  |
| 27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):  | No   |
| 28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Corporation to forfeit the Notes and interest due on late payment]: | Not Applicable   |
| 29. Details relating to instalment Notes: amount of each instalment, date on which each payment is to be made:   | Not Applicable   |
| 30. Redenomination, renominalization and reconventioning provisions:   | Not Applicable   |
| 31. Consolidation provisions:  | Not Applicable   |
| 32. Additional terms:  | Applicable, the Issuer reserves its right at any time without the consent of Noteholders to make any modification to the Notes which is of a formal, minor or technical nature or which is made to correct a manifest error. |
| (i) Governing law:   | English  |

#### **DISTRIBUTION**

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|--|--|
| 33. (i) If syndicated, names and addresses of Managers and underwriting commitments: | Not Applicable   |
| (ii) Date of Terms Agreement:  | 3 October 2016   |
| (iii) Stabilizing Manager(s) (if any):   | Not Applicable   |
| 34. If non-syndicated, name and address of Dealer:                                   | J.P. Morgan Securities plc<br>25 Bank Street<br>Canary Wharf<br>London E14 5JP<br>United Kingdom |
| 35. Total commission and concession:   | No commission or concession is payable by the Corporation to the Dealer                          |
| 36. Additional selling restrictions:   | Uruguay:<br>The Dealer has acknowledged that the Notes may not be offered                        |

or sold to the public in Uruguay and that accordingly, the Notes have not been registered with the "Superintendencia of Financial Services" of the Central Bank of Uruguay and have not been and will not be traded on any Uruguayan Stock Exchange. The offering of the Notes has not been and will not be announced in public and offering material will not be made available to the public except in circumstances which do not constitute a public offer of securities in Uruguay in compliance with the requirements of the Uruguayan Securities Market Law.

## RESPONSIBILITY

The Corporation accepts responsibility for the information contained in this Final Terms.

Signed on behalf of the Corporation:

By:



Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Listing: Luxembourg
- (ii) Admission to trading: Application has been made for the Notes to be admitted to trading on Luxembourg Stock Exchange's Regulated Market with effect from 5 October 2016.

### 2. RATINGS

Ratings: The Notes to be issued have been rated:  
S & P: AAA  
Moody's: Aaa

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Plan of Distribution" in the Prospectus, so far as the Corporation is aware, no person involved in the offer of the Notes has an interest material to the offer.

### 4. OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility: No

ISIN Code: XS1496739118

Common Code: 149673911

Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme* and The Depository Trust Company and the relevant identification number(s): Not Applicable

Delivery: Delivery against payment

Names and addresses of additional Paying Agent(s) (if any): Not Applicable.

### 5. GENERAL

Applicable TEFRA exemption: Not Applicable

### 6. CONFLICTS OF INTEREST

JPMorgan Chase Bank, N.A. will be the Determination Agent under the Notes and will also be IFC's

counterparty in a related swap transaction entered into by IFC in order to hedge its obligations under the Notes. The existence of such multiple roles and responsibilities for JPMorgan Chase Bank, N.A. creates possible conflicts of interest. For example, the amounts payable by JPMorgan Chase Bank, N.A. to IFC under the related swap transaction are expected, as of the Issue Date, to be calculated on the same basis as the amounts payable by IFC under the Notes. As a result, the determinations made by JPMorgan Chase Bank, N.A. in its discretion as a Determination Agent for the Notes may affect the amounts payable by JPMorgan Chase Bank, N.A. under the related swap transaction, and, in making such determinations, JPMorgan Chase Bank, N.A. may have economic interests adverse to those of the Noteholders. The Noteholder understands that although IFC will enter into the related swap transaction with JPMorgan Chase Bank, N.A. as swap counterparty in order to hedge its obligations under the Notes, IFC's rights and obligations under the related swap transaction will be independent of its rights and obligations under the Notes, and Noteholders will have no interest in the related swap transaction or any payment to which IFC may be entitled thereunder.

