

MiFID II product governance / Retail investors, professional investors and ECPs target market: The Corporation does not fall under the scope of application of the MiFID II package. Consequently, the Corporation does not qualify as an "investment firm", "manufacturer" or "distributor" for the purposes of MiFID II. Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in MiFID II; and (ii) all channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels. For the purposes of this provision, the expression **manufacturer** means the Relevant Dealer and the expression **MiFID II** means Directive 2014/65/EU, as amended.

Final Terms dated 10 September 2019



International Finance Corporation

Issue of BRL 75,000,000 Fixed Rate Notes due 9 May 2022 (to be consolidated and form a single series with the existing BRL 150,000,000 Fixed Rate Notes due 9 May 2022 issued on 9 May 2017, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 1 June 2017, the BRL 100,000,000 Fixed Rate Notes due 9 May 2022 issued on 17 July 2017, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 13 November 2017, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 18 December 2017, the BRL 250,000,000 Fixed Rate Notes due 9 May 2022 issued on 10 January 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 21 February 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 13 April 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 24 April 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 10 August 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 10 September 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 28 September 2018, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 12 March 2019, the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 9 May 2019 and the BRL 75,000,000 Fixed Rate Notes due 9 May 2022 issued on 16 August 2019)

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) and copies may be obtained from the website of the Luxembourg Stock Exchange (www.bourse.lu).

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

1. Issuer: International Finance Corporation
2. (i) Series Number: 1718
(ii) Tranche Number: 16
3. Specified Currency or Currencies: Brazilian Real ("BRL") provided that all payments in respect of the Notes will be made in United States dollars ("USD")
4. Aggregate Nominal Amount:
(i) Series: BRL 1,475,000,000
(ii) Tranche: BRL 75,000,000
5. Issue Price: 105.90 per cent. of the Aggregate Nominal Amount (plus BRL 1,936,475.41 representing 126 days' accrued interest from and including the Interest Commencement Date to but excluding the Issue Date)
6. Specified Denominations: BRL 5,000
7. (i) Issue Date: 12 September 2019
(ii) Interest Commencement Date: 9 May 2019
8. Maturity Date: 9 May 2022, subject to adjustment in accordance with the Following Business Day Convention.

"Business Days" means for such purpose any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in any of Rio de Janeiro, Brasilia or São Paulo; and New York and London.
9. Interest Basis: 7.50 per cent. Fixed Rate
(further particulars specified below)
10. Redemption/Payment Basis: Redemption at par
(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: 7.50 per cent. per annum payable annually in arrear
 - (ii) Interest Payment Date(s): 9 May in each year commencing on 9 May 2020 to, and including, the earlier of the Early Redemption Date or the Maturity Date (subject to adjustment in accordance with the Following Business Day Convention).

For the avoidance of doubt, no additional interest or other additional amounts shall be payable by the Corporation in the event that the relevant Interest Payment Date is so adjusted.

- (iii) Fixed Coupon Amount(s): An amount per Specified Denomination determined by the Determination Agent as calculated below:
- (a) BRL 375; divided by
 - (b) Reference Rate,
- subject to Definitions and Disruption Provisions in item 15(vii) below.
- 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: Actual/Actual-ICMA
- (vi) Determination Dates: Not Applicable
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:

Definitions and Disruption Provisions:

If, in respect of a Rate Fixing Date, the Determination Agent determines that the BRL-PTAX Rate is not available or a Price Materiality has occurred or exists in respect of the BRL-PTAX Rate on the Rate Fixing Date, the Determination Agent shall obtain the Reference Rate for the Rate 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 Reference Rate for the Rate Fixing Date, or an EMTA Failure has occurred or exists in respect of the EMTA BRL Industry Survey Rate on the Rate Fixing Date, the Determination Agent shall attempt to determine the Reference Rate by applying the provisions of Disruption Fallback 2.

For the avoidance of doubt, no additional interest or other additional amounts shall be payable by the Corporation in the event that the relevant Interest Payment Date, the Early Redemption Date or the Maturity Date is adjusted in accordance with the Following Business Day Convention.

Where:

“BRL-PTAX Rate” means, in respect of the relevant Rate Fixing Date, the BRL/USD offered rate for USD, expressed as the amount of BRL per USD 1, for settlement in two (2) New York and São Paulo Business Days reported by the Banco Central do Brasil on the following platforms by approximately 1:30 p.m. (São Paulo time) on such Rate Fixing Date:

- (a) SISBACEN Data System under transaction code PTAX-800 (“*Consulta de Cambio*” or Exchange Rate Inquiry), Option 5 (“*Cotacões para Contabilidade*” or Rates for Accounting Purposes);
- (b) Bloomberg page <BZFXPTAX Index>; and
- (c) Reuters page <BRLPTAX=CBBR>,
or any replacement[s] or successor[s] to such platform[s].

“BRL Reference Amount” means BRL 1,325,000,000.

“Business Day” means for such purpose any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in

New York, London and any of Rio de Janeiro, Brasília or São Paulo.

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

“Disruption Fallback 1” means, in respect of the Rate Fixing Date, if the Determination Agent determines that the BRL-PTAX Rate is not available or that a Price Materiality has occurred or exists in respect of the BRL-PTAX Rate on the Rate Fixing Date, the Determination Agent shall determine the Reference Rate by reference to the EMTA BRL Industry Survey Rate.

“Disruption Fallback 2” means, in respect of the Rate Fixing Date, if the Determination Agent cannot determine a relevant rate in accordance with the provisions of Disruption Fallback 1 or the Determination Agent determines that an EMTA Failure has occurred or exists in respect of the EMTA BRL Industry Survey Rate on the Rate Fixing Date, the Determination Agent shall determine the Reference Rate in good faith and in a commercially reasonable manner, having taken into account relevant market practice.

“Early Redemption Date” means the day on which the Notes become due and payable in accordance with Condition 9 (*Events of Default*) subject to adjustment in accordance with the Following Business Day Convention.

“EMTA BRL Industry Survey Methodology” means a methodology, dated as of 1 March 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions in Brazil that are active participants in the BRL/USD spot markets for the purposes of determining the EMTA BRL Industry Survey Rate.

“EMTA BRL Industry Survey Rate” means the foreign exchange rate as specified in the ISDA 1998 FX and Currency Option Definitions (as updated from time to time) – Settlement Rate Options: “EMTA BRL Industry Survey Rate (BRL12)”, meaning that the spot rate for a Rate Fixing Date will be the USD/BRL offered rate for USD, expressed as the amount of BRL per USD 1, for settlement in two (2) New York and São Paulo Business Days, calculated by EMTA (or a service provider EMTA may in its sole discretion select) pursuant to the EMTA BRL Industry Survey Methodology and published on EMTA's website (www.emta.org), or any successor or replacement site, at approximately 3:45p.m. São Paulo time or as soon thereafter as practicable on such Rate Fixing Date.

“EMTA Failure” means in respect of a Rate Fixing Date, that the EMTA BRL Industry Survey Rate, having been requested as prescribed by EMTA, is not available for any reason. For the avoidance of doubt, an EMTA Failure may still occur notwithstanding that the BRL-PTAX Rate is available on the applicable Rate Fixing Date.

“Final Rate Fixing Date” means the Rate Fixing Date in respect of the Maturity Date.

“Following Business Day Convention” means, in respect of any date referred to in these Final Terms that is specified to be subject to adjustment in accordance with a Business Day

Convention, such date shall be postponed to the next day that is a Business Day.

“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, London and any of Rio de Janeiro, Brasília or São Paulo.

“New York and São Paulo 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 São Paulo.

“Number of Notes” means 265,000.

“Price Materiality” means in respect of a Rate Fixing Date, that the EMTA BRL Industry Survey Rate is available on such date and that the Reference Rate differs from the EMTA BRL Industry Survey Rate by more than 3 per cent.

“Rate Fixing Date” means, in respect of an Interest Payment Date, Early Redemption Date or Maturity Date, as applicable, the date that is five (5) FX Business Days before such Interest Payment Date, Early Redemption Date or Maturity Date, as applicable.

“Reference Rate” means, in respect of a Rate Fixing Date, the BRL/USD exchange rate, expressed as the amount of BRL per USD 1 determined by the Determination Agent on the relevant Rate Fixing Date by reference to the BRL-PTAX Rate, subject to the Definitions and Disruption Provisions in this item 15(vii).

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

20. Call Option I:	Not Applicable
21. Put Option:	Not Applicable
22. Final Redemption Amount of each Note:	An amount per Specified Denomination determined by the Determination Agent equal to the product of: (a) the BRL Reference Amount; (b) 1 / Reference Rate; and (c) 1 / Number of Notes.

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.

23. Early Redemption Amount:

Early Redemption Amount(s) per Specified Denomination 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):

The Final Redemption Amount of the Notes, as determined in accordance with item 22 above (provided that the Rate Fixing Date shall be the Rate Fixing Date in respect of such Early Redemption Date) plus accrued and unpaid interest, if any, as determined in accordance with item 15 above; *provided that*, for the purposes of such determination, the relevant Interest Period shall be the period beginning on, and including, the Interest Payment Date falling immediately prior to the date upon which the Notes become due and payable to, but excluding, the date upon which the Notes become due and payable.

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes:

Registered Notes:

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:

New York, London and any of Rio de Janeiro, Brasilia or São Paulo

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, renominatisation and reconventioning provisions:

Not Applicable

31. Consolidation provisions:

Not Applicable

32. Additional terms:

Applicable, the Corporation 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

33. (i) If syndicated, names and addresses of Managers and underwriting commitments:

Not Applicable

(ii) Date of Terms Agreement:

10 September 2019

(iii) Stabilizing Manager(s) (if any):

Not Applicable

34. If non-syndicated, name and address of Dealer:

J.P. Morgan Securities plc
25 Bank Street

Canary Wharf
London
E14 5JP

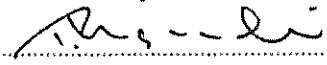
35. Total commission and concession: Not Applicable

36. Additional selling restrictions: Not Applicable

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 will be made for the Notes to be admitted to the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's regulated market with effect from 12 September 2019. |

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:	XS1608102973
Common Code:	160810297
Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking S.A. 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
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6. CONFLICTS OF INTEREST

JPMorgan Chase Bank N.A. will be the Determination Agent under the Notes and will also be the Corporation's counterparty in a related swap transaction entered into by the Corporation 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 the Corporation under the related swap transaction are expected, as of the Issue Date, to be calculated on the same basis as the amounts payable by the Corporation 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 the Corporation 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, the Corporation'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 the Corporation may be entitled thereunder.