

## **UK MiFIR product governance / Professional investors and ECPs target market:**

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 retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"), and eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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 Dealer.

European Bank for Reconstruction and Development (the "**Issuer**") does not fall under the scope of application of UK MiFIR. Consequently, the Issuer does not qualify as an "investment firm", "manufacturer" or "distributor" for the purposes of UK MiFIR.

21 September 2022

## **PRICING SUPPLEMENT**

**European Bank for Reconstruction and Development**  
**CNY 500,000,000 2.65 per cent. Fixed Rate Notes due 23 September 2025 (the "Notes")**  
**issued pursuant to the European Bank for Reconstruction and Development**  
**EUR 45,000,000,000 Global Medium Term Note Programme for the issue of notes**

### **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 Offering Circular dated 3 July 2012, as supplemented by the Supplementary Offering Circular dated 22 July 2019 (together, the "**Offering Circular**"). This Pricing Supplement must be read in conjunction with such Offering Circular. Full information on the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. The Offering Circular is available for viewing and copies may be obtained from the Issuer at One Exchange Square, London, EC2A 2JN, United Kingdom.

### **SUMMARY OF THE NOTES**

- |          |                     |   |
|----------|---------------------|---|
| <b>1</b> | Specified Currency: | Chinese Renminbi (" <b>CNY</b> "), the lawful currency of the People's Republic of China (" <b>PRC</b> ") in the offshore market, subject to the provisions set out in the Annex hereto |
| <b>2</b> | Nominal Amount:     | CNY 500,000,000   |

3	Type of Note:	Fixed Rate
4	Issue Date:	23 September 2022
5	Issue Price:	100 per cent.
6	Maturity Date:	23 September 2025, subject to the Business Day Convention specified below and the provisions set out in the Annex hereto
7	Fungible with existing Notes:	Not Applicable

#### **FORM OF THE NOTES**

8	Form of Note:	Registered
9	New Global Note:	No
10	Specified Denomination(s):	CNY 1,000,000
11	Exchange of Bearer Notes:	Not Applicable
12	(a) Talons for future Coupons to be attached to definitive Bearer Notes:	Not Applicable
	(b) Date(s) on which the Talons mature:	Not Applicable
13	(a) Depository for and registered holder of Registered Global Note:	Registered Global Note to be deposited with a common depository for Euroclear and Clearstream, Luxembourg and registered in the name of Citivic Nominees Limited as nominee for the common depository
	(b) Exchange of Registered Global Note:	Registered Global Note will only be exchangeable for definitive Registered Notes upon 45 days' written notice in the limited circumstances described on page 42 of the Offering Circular.

#### **PROVISIONS RELATING TO INITIAL PAYMENT**

14	Partly Paid Notes:	Not Applicable
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#### **PROVISIONS RELATING TO INTEREST**

15	Interest Commencement Date:	23 September 2023
16	Fixed Rate Notes:	
	(a) Fixed Rate of Interest:	2.65 per cent. per annum, subject to the provisions set out in the Annex hereto.
	(b) Fixed Interest Dates:	23 September of each year, from and including 23 September 2023 up to and including the Maturity Date, subject to adjustment in accordance with the Business Day Convention specified below and further subject to the provisions set out in the Annex hereto

(c)	Initial Broken Amount per Specified Denomination:	Not Applicable
(d)	Final Broken Amount per Specified Denomination:	Not Applicable
(e)	Fixed Day Count Fraction:	Actual/365 (Fixed)
(f)	Business Day Convention:	Modified Following Business Day
(g)	Business Day definition if different from that in Condition 4(a)(iii):	Condition 4(a)(iii) applies and for the avoidance of doubt, Beijing shall be the principal financial centre and Hong Kong, London and New York City shall be additional business centres subject to the provisions set out in the Annex hereto.
(h)	Calculation of interest to be adjusted in accordance with Business Day Convention specified above:	Yes
<b>17</b>	Zero Coupon Notes:	Not Applicable
<b>18</b>	Floating Rate Notes and Indexed Notes:	Not Applicable

#### **PROVISIONS REGARDING PAYMENTS/DELIVERIES**

<b>19</b>	Definition of "Payment Day" for the purpose of Condition 6(e) if different to that set out in Condition 6:	Condition 6(e) shall apply subject to the provisions set out in the Annex hereto and for the avoidance of doubt, Beijing shall be the principal financial centre and Hong Kong, London and New York City shall be additional business centres.
<b>20</b>	Dual Currency Notes:	Not Applicable
<b>21</b>	Physically Settled Notes:	Not Applicable

#### **PROVISIONS REGARDING REDEMPTION/MATURITY**

<b>22</b>	(a) Redemption at Issuer's option:	No
	(b) Redemption at Noteholder's option:	No
<b>23</b>	(a) Final Redemption Amount for each Note ( <i>other than</i> an Indexed or Formula Note where the index or formula applies to the redemption amount):	100.00 per cent. per Specified Denomination, subject to the provisions set out in the Annex hereto
	(b) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final	Not Applicable

Redemption Amount:

- 24 Instalment Note: Not Applicable
- 25 Early Redemption Amount for each Note payable on an event of default: Condition 5(d) applies, subject to the provisions set out in the Annex hereto

#### **DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS**

- 26 Method of distribution: Non-Syndicated
- 27 If Syndicated, names and addresses of Managers or, if Non-Syndicated name and address of Dealer: Merrill Lynch International  
2 King Edward Street  
London EC1A 1HQ  
United Kingdom
- 28 Date of Syndication Agreement: Not Applicable
- 29 Stabilising Manager: Not Applicable
- 30 Additional selling restrictions:

#### **People's Republic of China:**

The Dealer has represented and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes not including Hong Kong and Macau Special Administrative Regions or Taiwan) except as permitted by the securities laws of the PRC.

#### **Hong Kong Special Administrative Region of the PRC ("Hong Kong"):**

The Dealer has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance. **Taiwan:**

The Notes may not be sold, offered or issued to Taiwan investors or in Taiwan unless they are made available (i) outside Taiwan for purchase by Taiwan investors outside Taiwan so long as no solicitation, marketing, selling and distribution or other similar activities (A) take place in Taiwan or (B) are in violation of any applicable Taiwan law or regulation; and/or (ii) in Taiwan through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance products pursuant to the Taiwan Rules Governing

Offshore Structured Products and/or (iii) in Taiwan for purchase by Taiwan Corporate Investors / Professional Investors / High-Net-Worth Corporate Investors / Professional Institutional Investors pursuant to, and in accordance with the conditions or requirements of, any other applicable laws and regulations of Taiwan, and the internal investment procedures / self-guidances of such investors in relation to specific industry restrictions.

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|-----------|---|---|
| <b>31</b> | Details of additional/alternative clearing system approved by the Issuer and the Agent:   | Not Applicable  |
| <b>32</b> | Intended to be held in a manner which would allow Eurosystem eligibility:   | No  |
| <b>33</b> | Common Code:  | 253302518   |
|           | ISIN Code:  | XS2533025180  |
|           | CUSIP Number:   | Not Applicable  |
| <b>34</b> | Listing:  | Application will be made by the Issuer (or on its behalf) for the Notes to be listed on the Official List of the UK Financial Conduct Authority and admitted to trading on the Regulated Market of the London Stock Exchange plc. |
| <b>35</b> | In the case of Notes denominated in the currency of a country that subsequently adopts the euro in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union, whether the Notes will include a redenomination clause providing for the redenomination of the Specified Currency in euro (a "Redenomination Clause"), and, if so specified, the wording of the Redenomination Clause in full and any wording in respect of redenominalisation and/or consolidation (provided they are fungible) with other Notes denominated in euro. | Not Applicable  |
| <b>36</b> | Additional Information:   | The provisions set out in the Annex shall apply to the Terms and Conditions in accordance herewith  |

**Additional Risk Factors:**

The following additional risk factors shall be supplemental to, and should be read in conjunction with the section entitled “Risk Factors” starting on page 10 of the Offering Circular.

**The Chinese Renminbi (“Renminbi”) is not freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC.**

The Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between the Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts.

There can be no assurance that the PRC government will continue to gradually liberalise its control over cross-border Renminbi remittances in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that the Issuer is not able to repatriate funds outside the PRC in Renminbi, the Issuer will need to source Renminbi offshore to finance its obligations under the Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

**There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Notes.**

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited.

Although it is widely expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi

outside the PRC may affect the liquidity of the Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service the Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

In limited circumstances set out in the Annex below, relating to the unavailability of Renminbi offshore, the Issuer is entitled to make payments in respect of the Notes in US Dollars.

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|-----------|----------------------------|----------------|
| <b>37</b> | Investment considerations: | Not Applicable |
| <b>38</b> | Total Commissions:         | None.          |

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the London Stock Exchange plc's Regulated Market of the Notes described herein pursuant to the Euro 45,000,000,000 Global Medium Term Note Programme for the issue of notes of European Bank for Reconstruction and Development as from 23 September 2022 or as soon as practicable thereafter.

#### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement other than the information contained under the heading "UK MiFIR product governance / Professional investors and ECPs target market".

For and on behalf of

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

By: .....  
Authorised signatory



## PART B – OTHER INFORMATION

- 1     **LISTING**
- Application will be made by the Issuer (or on its behalf) for the Notes to be listed on the Official List of the UK Financial Conduct Authority and admitted to trading on the Regulated Market of the London Stock Exchange plc with effect from 23 September 2022 or as soon as practicable thereafter. No assurance can be given that such listing and admission to trading will be obtained on such date, or, if obtained, that it will be maintained.
- 2     **RATINGS**
- The Issuer and/or its debt obligations have been assigned an AAA credit rating from S&P Global Ratings Europe Limited (“**S&P**”), an Aaa credit rating from Moody’s Investors Service Ltd. (“**Moody’s**”) and an AAA credit rating from Fitch Ratings Ltd. (“**Fitch**”). As defined by S&P, an “AAA” rating means that the ability of the Issuer to meet its financial commitment on its obligations is extremely strong. As defined by Moody’s, an “Aaa” rating means that the Issuer’s ability to meet its financial obligations is judged to be of the highest quality, with minimal credit risk. As defined by Fitch, an “AAA” rating denotes the lowest expectation of credit risk and means that the Issuer has an exceptionally strong capacity for timely payment of its financial commitments.
- 3     **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**
- Save as discussed in the section headed “Subscription and Sale” in the Offering Circular, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.
- 4     **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**
- (i)   Reasons for the offer:     The net proceeds of the issue of the Notes (which are expected to be CNY 500,000,000) will be included in the ordinary capital resources of the Issuer and used in its ordinary operations.
- (ii)   Estimated net proceeds:   CNY 500,000,000
- (iii)   Estimated total expenses:   GBP 10,000
- 5     **YIELD**
- Indication of yield:           2.65 per cent. per annum
- As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6 **HISTORIC INTEREST RATES**

Not Applicable

7 **PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

Not Applicable

8 **PERFORMANCE OF RATES OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

Not Applicable

## ANNEX

### Settlement Disruption Event and Fallback Provisions

All payments in respect of the Notes will be made in CNY, subject to the occurrence of a Settlement Disruption Event (as defined below) and will in all cases be subject to any fiscal or other laws applicable thereto.

If the Calculation Agent (as defined below) determines (in its sole discretion acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred and is subsisting during a Determination Period (as defined below):

A. The Calculation Agent shall notify the Issuer and the Agent of its determination as soon as practicable after making such determination (but in no event later than 11:00 a.m. London time one (1) Business Day (as defined below) after the last day of the relevant Determination Period) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes), and

B. Noteholders will not be entitled to any amounts in respect of the Notes until the earlier to occur of (i) the day falling two Business Days after the day on which the Issuer is notified by the Calculation Agent that the relevant Settlement Disruption Event no longer subsists and (ii) the relevant Postponed Fixed Interest Date (as defined below), the Postponed Maturity Date (as defined below), or the Postponed Early Redemption Date (as defined below), as the case may be.

If a Settlement Disruption Event no longer subsists, on or before 5:00 p.m. London time on the fourth Business Day preceding the relevant Postponed Fixed Interest Date, the Postponed Maturity Date, or the Postponed Early Redemption Date, (as the case may be) the Calculation Agent shall notify the Issuer and the Agent thereof as soon as practicable on or after the Business Day on which such Settlement Disruption Event no longer subsists (but in no event later than one (1) Business Day thereafter) whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes).

If any amount is to be paid on a Postponed Fixed Interest Date, the Postponed Maturity Date or the Postponed Early Redemption Date (as the case may be), regardless of whether a Settlement Disruption Event is still subsisting at such time, payment shall be made in United States Dollars ("USD") and shall be calculated by the Calculation Agent (and promptly notified to the Agent and the Issuer (but in no event later than two Business Days before the relevant Postponed Fixed Interest Date, the Postponed Maturity Date or the Postponed Early Redemption Date (as the case may be)) in an amount per Specified Denomination which shall be produced by the following provisions, such amount to be rounded to the nearest whole cent (with USD 0.005 being rounded upwards):

Relevant CNY Amount ÷ Reference Rate

For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of any delay in payment beyond any of the originally scheduled Fixed Interest Date, Maturity Date, or as the case may be, Early Redemption Date (in each case, as adjusted, if appropriate, in accordance with the Following Business Day Convention) to the relevant Postponed Fixed Interest Date, Postponed Maturity Date or Postponed Early Redemption Date (as appropriate) because of the operation of the provisions of this Annex A.

If following a determination by the Calculation Agent (in its sole discretion acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred during a Determination Period and that it subsists at 5:00 p.m. London time on the fourth Business Day preceding the relevant Postponed Fixed Interest Date, the Postponed Maturity

Date or the Postponed Early Redemption Date (as the case may be), then any amount payable shall be made in USD in accordance with the provisions set out above

For the purposes of these provisions:

"Best Execution Rate" means the rate at which the Calculation Agent may execute a transaction for the sale of the Reference CNY Amount and the purchase of US Dollars at or about 8:00 am London time on the day falling two (2) Business Days prior to the relevant Postponed Fixed Interest Date, the Postponed Early Redemption Date (if any) or the Postponed Maturity Date (as the case may be) for settlement the date that is falling two (2) Business Days thereafter where the resultant US Dollar amount is greater than the sum calculated using a Reference Rate that is an arithmetic mean of firm quotations by Reference Dealers calculated as specified below.

"Business Day" means any day excluding Saturday and Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, New York City, and Hong Kong.

"Calculation Agent" means Merrill Lynch International in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 23 May 1997 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to Merrill Lynch International as Calculation Agent in respect of the Notes. The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent under the Notes and/or pursuant to the Calculation Agency Agreement shall (in the absence of manifest error) be final and binding on all parties (including, but not limited to, the Issuer and the Noteholders) and shall be made in its sole discretion in good faith and in a commercially reasonable manner in accordance with the Calculation Agency Agreement. In performing its duties under the Notes, the Calculation Agent shall act in accordance with the Calculation Agency Agreement;

"Determination Period" means (i) in relation to any Fixed Interest Date, the period which falls between ten (10) and three (3) Business Days (inclusive) preceding the relevant Fixed Interest Date, as adjusted in accordance with the Following Business Day Convention; (ii) in relation to the Maturity Date, the period which falls between ten (10) and three (3) Business Days (inclusive) preceding the Maturity Date, as adjusted in accordance with the Following Business Day Convention; and (iii) in relation to any Early Redemption Date, the period which falls between ten (10) and three (3) Business Days (inclusive) preceding any Early Redemption Date, as adjusted in accordance with the Following Business Day Convention, as the case may be;

"Early Redemption Date" means the date on which the Notes become due and payable pursuant to Condition 9;

"Postponed Early Redemption Date" means the tenth Business Day following the Early Redemption Date (if any);

"Postponed Fixed Interest Date" means the tenth Business Day following the originally scheduled Fixed Interest Date;

"Postponed Maturity Date" means the tenth Business Day following the originally scheduled Maturity Date;

"Reference Dealers" means leading dealers, banks or banking corporations, which regularly deal in the CNY/USD exchange market, selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner;

"Reference CNY Amount" means an amount that is no greater than the Relevant CNY Amount multiplied by "N", where "N" means the number obtained by dividing the Nominal Amount outstanding by the Specified Denomination;

"Relevant CNY Amount" means the CNY amount per Specified Denomination which would have been payable on the relevant date if a Settlement Disruption Event had not occurred;

"Reference Rate" means the arithmetic mean of such firm quotes (expressed in CNY per 1 USD) as the Calculation Agent is able to obtain from five Reference Dealers at or about 8:00 a.m. London time for the sale of the Reference CNY Amount and the purchase of USD, on the day falling two Business Days prior to the relevant Postponed Fixed Interest Date, the Postponed Early Redemption Date (if any) and/or the Postponed Maturity Date (as the case may be) for settlement the date that is falling two Business Days thereafter. The highest and lowest of such quotes will be disregarded and the arithmetic mean of the remaining quotations shall be the Reference Rate, provided, however, that if fewer than five (but at least two) Reference Dealers provide such a firm quote then the arithmetic mean of the quotes actually obtained shall be the Reference Rate. If only one Reference Dealer provides a firm quote then such quote shall be the Reference Rate, and if no Reference Dealer provides such a firm quote, then the Calculation Agent shall determine the Reference Rate in its sole discretion, acting in good faith and in a commercially reasonable manner, which may result in a USD equivalent amount calculated as above to be zero. Notwithstanding the above, if the Calculation Agent executes a transaction for the sale of the Reference CNY Amount at or about 8:00 am London time at the Best Execution Rate, then such Best Execution Rate shall be the Reference Rate;

"Settlement Disruption Event" means any of the events specified under (i) and (ii) below, as determined by the Calculation Agent in its sole discretion acting in good faith and in a commercially reasonable manner,

(i) the imposition of laws or regulations by any relevant legislative, governmental or regulatory authority of the People's Republic of China and/or Hong Kong SAR with oversight over CNY with the offshore CNY centre of Hong Kong (each, a "Relevant Authority") which (a) require non-residents of the People's Republic of China and/or Hong Kong SAR to obtain permission from such Relevant Authority or other authority to obtain CNY, or (b) otherwise restrict a non-resident's ability to obtain CNY or (c) otherwise regulate the purchase or holding of CNY such that costs are imposed in obtaining CNY which would not be imposed in the absence of such regulations, or (d) has the direct or indirect effect of hindering, limiting or restricting the (to the extent not already limited or restricted) transfer of CNY (1) between accounts inside the offshore CNY centre of Hong Kong or (2) from an account inside the offshore CNY centre of Hong Kong to an account outside the offshore CNY centre of Hong Kong and outside the People's Republic of China or (3) from an account outside the offshore CNY centre of Hong Kong and outside the People's Republic of China to an account inside the offshore CNY centre of Hong Kong.

(ii) Euroclear and/or Clearstream, Luxembourg suspend or cease acceptance of CNY as a settlement currency.