

### **MiFID II product governance / professional investors and ECPs target market only:**

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 and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients 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 Dealer.

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

### **UK MiFIR product governance / Professional investors and ECPs only 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 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 European Union (Withdrawal) Act 2018, as amended, only; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients 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.

## **Pricing Supplement**

3 October 2022

**European Bank for Reconstruction and Development**  
**ARS 1,500,000,000 100.00 per cent. Notes due 20 October 2023 (payable in United States Dollars) (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 5 Bank Street, London, E14 4BG, United Kingdom.

### SUMMARY OF THE NOTES

|   |                               |  |
|---|-------------------------------|--|
| 1 | Specified Currency:           | Argentine Peso (“ <b>ARS</b> ”), the lawful currency of the Republic of Argentina, <i>provided that</i> all payments in respect of the Notes will be made in United States dollars (“ <b>USD</b> ”), subject to the provisions set out in the Annex hereto |
| 2 | Nominal Amount:               | ARS 1,500,000,000  |
| 3 | Type of Note:                 | Fixed Rate   |
| 4 | Issue Date:                   | 5 October 2022   |
| 5 | Issue Price:                  | 100 per cent. of the Nominal Amount  |
| 6 | Maturity Date:                | 20 October 2023, subject to the provisions set out in the Annex hereto and the Business Day Convention specified below   |
| 7 | Fungible with existing Notes: | Not Applicable   |

### FORM OF THE NOTES

|    |  |   |
|----|--|---|
| 8  | Form of Note:  | Registered  |
| 9  | New Global Note:   | No  |
| 10 | Specified Denomination:  | ARS 10,000  |
| 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 as described on page 42 of the Offering Circular           |

### PROVISIONS RELATING TO INITIAL PAYMENT

|    |                    |    |
|----|--------------------|----|
| 14 | Partly Paid Notes: | No |
|----|--------------------|----|

### PROVISIONS RELATING TO INTEREST

|           |  |   |
|-----------|--|---|
| <b>15</b> | Interest Commencement Date:  | 5 October 2022  |
|           | Fixed Rate Notes:  |   |
| <b>16</b> | (a) Fixed Rate of Interest:  | 100.00 per cent. payable on the Maturity Date, equal to ARS 10,410.96 per Specified Denomination (the “ <b>Fixed Interest Amount</b> ”), provided that the Fixed Interest Amount shall be payable in USD, subject to the provisions set out in the Annex hereto |
|           | (b) Fixed Interest Dates:  | The Maturity Date, subject to adjustment in accordance with the Business Day Convention specified below and 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 / Actual – ICMA  |
|           | (f) Business Day Convention:   | 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, Buenos Aires shall be the principal financial centre. London and New York City shall be additional business centres  |
|           | (h) Calculation of interest to be adjusted in accordance with Business Day Convention specified above: | No  |
| <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) applies and, for the avoidance of doubt, Buenos Aires shall be the principal financial centre. London and New York City shall be additional business centres, subject to the provisions set out in the Annex hereto |
| <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     | No |

option:

- |           |   |   |
|-----------|---|---|
| <b>23</b> | (a) Final Redemption Amount per Specified Denomination ( <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, payable in USD and 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 Redemption Amount:  | Not Applicable  |
| <b>24</b> | Instalment Note:  | Not Applicable  |
| <b>25</b> | 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**

- |           |  |   |
|-----------|--|---|
| <b>26</b> | Method of distribution:  | Non-syndicated  |
| <b>27</b> | If Syndicated, names and addresses of Managers or, if Non-Syndicated name and address of the Dealer: | Goldman Sachs International<br>Plumtree Court<br>25 Shoe Lane<br>London EC4A 4AU<br>United Kingdom  |
| <b>28</b> | Date of Syndication Agreement:   | Not Applicable  |
| <b>29</b> | Stabilising Manager(s):  | Not Applicable  |
| <b>30</b> | Additional selling restrictions:   | Argentina:<br><br>The Notes have not been and will not be registered for public offering under Argentine law No. 17,811, as amended, and accordingly, the Notes may not be publicly advertised, offered or sold within the Republic of Argentina. |
| <b>31</b> | Details of additional/alternative clearing system approved by the Issuer and the Agent:              | Euroclear and Clearstream, Luxembourg only  |
| <b>32</b> | Intended to be held in a manner which would allow Eurosystem eligibility:                            | No  |
| <b>33</b> | Common Code:   | 254161837   |
|           | ISIN Code:   | XS2541618372  |
|           | CUSIP Number:  | Not Applicable  |
| <b>34</b> | Listing:   | Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of the Luxembourg Stock Exchange and trading on the Regulated Market of the   |

Luxembourg Stock Exchange.

- 35** 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
- 36** Additional Information: The provisions set out in the Annex shall apply to the Terms and Conditions in accordance herewith
- 37** Total Commissions: Not Applicable


This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the Regulated Market of the Luxembourg Stock Exchange of the Notes described herein pursuant to the Euro 45,000,000,000 Global Medium Term Note Programme of the European Bank for Reconstruction and Development as from 5 October 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 “MiFID II product governance / professional investors and ECPs target market only” and “UK MIFIR product governance / Professional investors and ECPs only 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 admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and listed on the Official List of the Luxembourg Stock Exchange with effect from 5 October 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 is expected to be ARS 1,500,000,000 but payable in USD in the amount of USD 10,224,948.88) will be included in the ordinary capital resources of the Issuer and used in its ordinary operations.
- (ii) Estimated net proceeds: ARS 1,500,000,000 which, for the avoidance of doubt, will be paid in USD in the amount of USD 10,224,948.88.
- (iii) Estimated total expenses: £6,000

### **5 YIELD**

Indication of yield: 100.00 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

### Calculation of Fixed Interest Amount, Early Redemption Amount and Final Redemption Amount

The Early Redemption Amount and the Final Redemption Amount, as applicable, per Specified Denomination will be payable in USD on the Early Redemption Date (if any) or the Maturity Date (subject to the disruption event provisions below), as applicable, and determined by the Calculation Agent as follows, on the corresponding Rate Fixing Date:

Specified Denomination / Reference Rate on the applicable Rate Fixing Date, rounded to the nearest USD 0.01 with USD 0.005 being rounded up

The Fixed Interest Amount per Specified Denomination will be payable in USD on the Fixed Interest Date (subject to the disruption event provisions below) and determined by the Calculation Agent as follows, on the corresponding Rate Fixing Date:

Fixed Interest Amount / Reference Rate on the applicable Rate Fixing Date, rounded to the nearest USD 0.01 with USD 0.005 being rounded up

The Calculation Agent shall promptly (but in no event later than 5:00 p.m. London time on the relevant Rate Fixing Date) notify the Issuer and the Agent of its determination of the Early Redemption Amount, the Final Redemption Amount and Fixed Interest Amount payable per Specified Denomination on the Early Redemption Date (if any) or the Maturity Date or the Fixed Interest Date (as applicable). The Agent shall in turn promptly (but in no event later than 11:00 a.m. London time on the Business Day immediately following the day when such determination is made) inform the Noteholders thereof (in accordance with Condition 13 of the Notes).

If the Reference Rate is not available for any reason on the web site of the MAE ([www.mae.com.ar/mercados/forex/default.aspx](http://www.mae.com.ar/mercados/forex/default.aspx)) (or on any successor or replacement website) on any Rate Fixing Date, then the Calculation Agent shall determine that a price source disruption event (a "**Price Source Disruption Event**") has occurred, and shall promptly after making such determination (but in no event later than 5:00 p.m. London time on the day when such determination is made) inform the Issuer and the Agent of such occurrence, whereupon the Agent shall promptly (but in no event later than 11:00 a.m. London time on the Business Day immediately following the day when such determination is made) inform the Noteholders thereof (in accordance with Condition 13 of the Notes).

Following the determination of the occurrence of a Price Source Disruption Event, the Noteholders will not be entitled to any amounts in respect of the Notes until the earlier to occur of:

- (i) the day falling two (2) Business Days after the day on which the Issuer is notified by the Calculation Agent that a Price Source Disruption Event no longer subsists; and
- (ii) the 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, on the tenth Business Day following the original Rate Fixing Date, the Reference Rate is still unavailable on the web site of the MAE ([www.mae.com.ar/mercados/forex/default.aspx](http://www.mae.com.ar/mercados/forex/default.aspx)) (or on any successor or replacement website), then the Reference Rate shall be the arithmetic mean of such firm quotes (expressed in ARS per one USD) as the Calculation Agent is able to obtain from five Reference Dealers at approximately 3:00 p.m., Buenos Aires time for the sale of the Reference ARS Amount and the purchase of USD on the applicable Rate Fixing Date for settlement on the date that is falling two Business Days thereafter, as calculated by the Calculation Agent. If five or four Reference Dealers provide such firm quotes, the highest and lowest of such quotes will be disregarded and the arithmetic mean of the remaining quotations shall be the Reference Rate. If three or two Reference Dealers provide such firm quotes, then the arithmetic mean of the quotes actually obtained shall be the Reference Rate, as calculated by the Calculation Agent. 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 ARS Amount approximately 3:00 p.m., Buenos Aires time at the Best Execution Rate, then such Best Execution Rate shall be the Reference Rate.

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

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 ARS Amount and the purchase of US Dollars approximately 3:00 p.m., Buenos Aires time on the day falling two 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 on the date that is falling two 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 above;

**“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, Buenos Aires;

**“Calculation Agent”** means Goldman Sachs International in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 3 November 2006 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to Goldman Sachs 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;

**“Postponed Early Redemption Date”** means the tenth Business Day following the originally scheduled 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;

**“Rate Fixing Date”** means the date which is two Business Days prior to each applicable Fixed Interest Date, the Maturity Date or the Early Redemption Date, as applicable. If a Price Source Disruption Event occurs or otherwise subsists on such day, the Rate Fixing Date shall be the earlier of (i) the Business Day on which the Issuer is notified by the Calculation Agent that a Price Source Disruption Event no longer subsists, and (ii) the tenth Business Day following the original Rate Fixing Date;

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

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

**“Reference Rate”** means in respect of a Rate Fixing Date, the ARS/USD spot exchange rate (i.e. the rate at which banks buy ARS and sell USD) in respect of such Rate Fixing Date, expressed as the amount of ARS per one USD, as published or reported on the web site of the MAE ([www.mae.com.ar/mercados/forex/default.aspx](http://www.mae.com.ar/mercados/forex/default.aspx)) (or on any successor or replacement website) at approximately 3:00 p.m., Buenos Aires time, on the applicable Rate Fixing Date. In the circumstances described in this Annex in relation to a Price Source Disruption Event, the Reference Rate shall be determined by the Calculation Agent in accordance with such provisions;

**“Relevant ARS Amount”** means the Fixed Interest Amount per Specified Denomination and/or the Final Redemption Amount per Specified Denomination and/or the Early Redemption Amount per Specified Denomination, as the case may be.