

UK MiFIR 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, 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 ("**EUWA**") ("**UK MiFIR**") 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

18 November 2022

**European Bank for Reconstruction and Development
AMD 2,000,000,000 Floating Rate Notes due 22 November 2027 (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:	Armenian Dram (" AMD "), the lawful currency of the Republic of Armenia, provided that all payments in respect of the Notes will be made in United States Dollars (" USD ") subject to and in accordance with Annex A and Annex B hereto.
2	Nominal Amount:	AMD 2,000,000,000
3	Type of Note:	Floating Rate

4	Issue Date:	22 November 2022
5	Issue Price:	100.00 per cent. of the Nominal Amount
6	Maturity Date:	22 November 2027, subject to adjustment in accordance with the Business Day Convention specified below and further subject to the provisions set out in Annex A 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):	AMD 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:	No
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PROVISIONS RELATING TO INTEREST

15	Interest Commencement Date:	22 November 2022
16	Fixed Rate Notes:	Not Applicable
17	Zero Coupon Notes:	Not Applicable
18	Floating Rate Notes and Indexed Notes:	Applicable. See the provisions set out in Annex A and Annex B hereto
	(a) Manner in which Rate of Interest is to be determined:	Screen Rate Determination
	(b) Margin(s):	-0.60 per cent. per annum
	(c) Minimum Rate of Interest (if any):	0.00 per cent. per annum

	(d) Maximum Rate of Interest (if any):	Not Applicable
	(e) Floating Day Count Fraction:	Actual/365
19	If Screen Rate Determination:	
	(a) Reference Rate:	6 month AMD T-Bill-CBA (as defined in Annex B hereto)
	(b) Relevant Screen Page:	T-Bill-CBA Screen Page (as defined in Annex B hereto)
	(c) Interest Determination Date:	In respect of an Interest Period, the day falling two Yerevan Business Days prior to the commencement of each respective Interest Period
20	General Provisions for Floating Rate Notes and Indexed Notes:	
	(a) Specified Period (or, in the case of Notes where the Interest Payment Date(s) are fixed, the Interest Payment Date(s)):	Interest Payment Dates are 22 May and 22 November in each year commencing on 22 May 2023 and ending on the Maturity Date, subject to the provisions set out in Annex A hereto
	(b) Business Day Convention:	Following Business Day Convention
	(c) Business Day definition if different from that in Condition 4(b)(i):	Condition 4(b)(i) applies (and for the avoidance of doubt, Yerevan shall be the principal business centre). London and New York City shall be additional business centres
	(d) Calculation of interest to be adjusted in accordance with Business Day Convention specified above:	No
	(e) Terms relating to calculation of Interest Amount:	As set out in Annex B hereto
	(f) Party responsible for calculation of Interest Amount:	HSBC Bank plc (the " Calculation Agent ")
	(g) Party responsible for making any determinations ancillary to or in connection with the calculation of the Interest Amount, including Rate of Interest (if applicable):	The Calculation Agent is responsible for determining the Rate of Interest applicable to each Calculation Period
	(h) Any amendment to the definition in Condition 4(b)(iii) of Euro-zone:	Not Applicable

PROVISIONS REGARDING PAYMENTS/DELIVERIES

21	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, Yerevan 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.
22	Dual Currency Notes:	Not Applicable
23	Physically Settled Notes:	Not Applicable

PROVISIONS REGARDING REDEMPTION/MATURITY

24	(a) Redemption at Issuer's option:	No
	(b) Redemption at Noteholder's option:	No
25	(c) 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. of the Nominal Amount, to be paid on the Maturity Date in USD and subject to the provisions set out in Annex A hereto
	(d) Final Redemption Amount for each Indexed Note where the Index or Formula applies to the Final Redemption Amount:	Not Applicable
26	Instalment Note:	Not Applicable
27	Early Redemption Amount for each Note payable on an event of default:	Condition 5(d) applies, subject to the provisions set out in Annex A hereto

DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

28	Method of distribution:	Non-syndicated
29	If Syndicated, names and addresses of Managers or, if Non-Syndicated name and address of Dealer:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom
30	Date of Syndication Agreement:	Not Applicable
31	Stabilising Manager(s):	Not Applicable
32	Additional selling restrictions:	None
33	Details of additional/alternative clearing system approved by the Issuer and the Agent:	The Notes shall be cleared in Euroclear only. All references to Euroclear and Clearstream, Luxembourg in the Offering Circular and the Agency Agreement shall be read and construed accordingly

34	Intended to be held in a manner which would allow Eurosystem eligibility:	No
35	Common Code:	255913450
	ISIN Code:	XS2559134502
	CUSIP Number:	Not Applicable
36	Listing:	Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to the Official List of the UK Financial Conduct Authority and trading on the Regulated Market of the London Stock Exchange plc.
37	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
38	Additional Information:	The provisions set out in the Annexes shall apply to the Terms and Conditions in accordance herewith

(i) Investment considerations:

Armenian Dram Exchange Risk

The Final Redemption Amount, Early Redemption Amount (if applicable) and the Interest Amounts on the Notes are linked to Armenian Dram, the lawful currency of the Republic of Armenia (“**AMD**”). Currency exchange rates may be volatile and will affect the return to the holder of the Notes. The Government of the Republic of Armenia can from time to time intervene in the foreign exchange market. These interventions or other governmental actions could adversely affect the value of the Notes in U.S. Dollars (“**USD**”), as well as the actual yield (in USD terms) on the Notes and the amounts payable on the Notes. Even in the absence of governmental action directly affecting currency exchange rates, political or economic developments in the Republic of Armenia or elsewhere could lead to significant and sudden changes in the exchange rate between AMD and USD.

Notes are Not Liquid Instruments

The Notes are not actively traded in any financial market and there may exist at times only limited markets for the Notes resulting in low or non-existent volumes of trading in the Notes and such obligations, and therefore a lack of liquidity and price volatility of the Notes and such obligations.

39 Total Commissions: None


This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the Regulated Market of the London Stock Exchange plc 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 22 November 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 only”.

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 London Stock Exchange plc and listed on the Official List of the UK Financial Conduct Authority with effect from 22 November 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 Limited (“**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 AMD 1,996,220,000 but payable in USD in the amount of USD 5,051,291.78) will be included in the ordinary capital resources of the Issuer and used in its ordinary operations |
| (ii) Estimated net proceeds: | AMD 1,996,220,000 (which for the avoidance of doubt will be paid in USD in the amount of USD 5,051,291.78) |
| (iii) Estimated total expenses: | £10,000 |

5 YIELD

Indication of yield: Not Applicable

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

In the circumstances described in Annex A and Annex B hereto, the amount of principal and/or interest received by holders of the Notes is affected by the USD/AMD foreign exchange rate. Information in respect of the USD/AMD foreign exchange rate can also be found on the Central Bank of Armenia website

(<http://www.cba.am/en/sitepages/ExchangeArchive.aspx>) or any successor page.

Annex A

Price Source Disruption Event

The Final Redemption Amount or the Early Redemption Amount, as applicable, per Specified Denomination will be payable in USD on the Maturity Date or Early Redemption Date, as applicable, and determined by the Calculation Agent as follows, on the corresponding Exchange Reference Rate Fixing Date:

Specified Denomination divided by the Exchange Reference Rate on the applicable Exchange Reference Rate Fixing Date and rounded up to the nearest cent.

The Interest Amount per Specified Denomination will be determined by the Calculation Agent in accordance with the provisions of Annex B.

The Calculation Agent shall, as soon as possible on the corresponding Exchange Reference Rate Fixing Date, notify the Issuer and the Agent of its determination of the Final Redemption Amount, the Early Redemption Amount and Interest Amount payable per Specified Denomination on the Maturity Date, Early Redemption Date or relevant Interest Payment Date (as applicable), whereupon the Agent shall as soon as practicable thereafter (but in no event later than one (1) Business Day following the receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof (in accordance with Condition 13 of the Notes).

Price Source Disruption Event provisions

If the Exchange Reference Rate is not available for any reason under the designated source or on any successor page on any Exchange Reference 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, but in no event later than on the originally scheduled Exchange Reference Rate Fixing Date, inform the Issuer and the Agent of such occurrence 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). Following the determination of the occurrence of a Price Source Disruption Event, 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 the relevant Price Source Disruption Event no longer subsists; and
- (ii) the Postponed Interest Payment Date, Postponed Early Redemption Date or the Postponed Maturity Date, as the case may be.

If on the tenth Business Day following the determination of the occurrence of a Price Source Disruption Event, the Exchange Reference Rate is still unavailable on the Central Bank of Armenia website: <http://www.cba.am/en/sitepages/ExchangeArchive.aspx> (or any successor page), then the Exchange Reference Rate shall be the arithmetic mean of such firm quotes (expressed as the number of AMD per one USD) from four Reference Dealers as the Calculation Agent is able to obtain for the sale of AMD and the purchase of USD at or about 11:00 a.m. (Yerevan time) on the applicable Exchange Reference Rate Fixing Date for settlement on the next Business Day, as calculated by the Calculation Agent, provided however, that if fewer than four (but at least two) Reference Dealers provide such firm quotes then the Exchange Reference Rate shall be the arithmetic mean of the quotes actually obtained shall apply, as calculated by the Calculation Agent. If only one of the Reference Dealers provides such a firm quote, then such quote will be the Exchange Reference Rate. If none of the Reference Dealers provides such the Exchange Reference Rate will be determined by the Calculation Agent in its discretion, acting in good faith and in a commercially

reasonable manner. Notwithstanding the above, if the Issuer executes a transaction for the sale of the Reference AMD Amount by 3:45 p.m. Yerevan time at the Best Execution Rate, then such Best Execution Rate shall be the Exchange Reference Rate.

For the purposes of this Annex A and Annex B:

“**AMD**” means Armenian Dram, the lawful currency of the Republic of Armenia;

“**Best Execution Rate**” means the rate at which the Issuer may execute a transaction for the sale of the Reference AMD Amount and the purchase of US Dollars by 3:45 p.m. Yerevan time on the day falling two (2) Business Days prior to the relevant Postponed Interest Payment Date, the Postponed Early Redemption Date (if any) or the Postponed Maturity Date (as the case may be) for settlement on the next Business Day where the resultant USD amount is greater than the sum calculated using an Exchange Reference Rate that is an arithmetic mean of firm quotations by Reference Dealers calculated as specified above;

“**Business Day**” means any day (other than a Saturday or a 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 Yerevan, London and New York City;

“**Calculation Agent**” means HSBC Bank plc in accordance with the provisions of the Calculation Agency Agreement entered into between the Issuer and the Calculation Agent dated 23 June 2004 (as amended and/or supplemented from time to time). All references to the Calculation Agent shall include any successor or successors to HSBC Bank plc as Calculation Agent in respect of the Notes;

“**Early Redemption Date**” means the date on which the Notes become due and payable pursuant to Condition 5(d);

“**Exchange Reference Rate**” means the USD/AMD rate of exchange, expressed as the amount of AMD per one USD, for settlement on the next Yerevan Business Day determined by the Central Bank of Armenia and published on their website: <http://www.cba.am/en/sitepages/ExchangeArchive.aspx> (or any successor page), under “Exchange Rates”, as at approximately 3:45 p.m. Yerevan time on the Exchange Reference Rate Fixing Date;

“**Exchange Reference Rate Fixing Date**” means the date which is two Business Days prior to each of the applicable Interest Payment Date, Early Redemption Date or Maturity Date. If a Price Source Disruption Event occurs or otherwise subsists on such day, the Exchange Reference 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 Exchange Reference Rate Fixing Date;

“**Postponed Early Redemption Date**” means the tenth Business Day following the Early Redemption Date (if any);

“**Postponed Interest Payment Date**” means the tenth Business Day following the originally scheduled Interest Payment Date;

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

“**Reference AMD Amount**” means an amount that is no greater than the Relevant AMD Amount multiplied by the number of denominations in the Nominal Amount outstanding;

“Relevant AMD Amount” means the AMD amount per Specified Denomination which would have been payable on the relevant date if the Price Source Disruption Event had not occurred;

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

“Yerevan Business Day” means any day (other than a Saturday or a 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 Yerevan, Republic of Armenia.

Annex B
Additional Terms Relating to the Interest Amount Determination

Interest Amount

Interest will be calculated in accordance with the formula set out below, per Specified Denomination, provided however, that the Interest Amounts per Specified Denomination will, subject to the provisions of Annex A, be paid on each Interest Payment Date in USD converted from AMD at the applicable Exchange Reference Rate, and rounded up to the nearest cent.

As soon as possible on or after the corresponding Interest Determination Date (but in no event later than the Business Day immediately following the Interest Determination Date), the Calculation Agent shall notify the Agent and the Issuer of the Exchange Reference Rate.

The Interest Amount is calculated as follows:

$$\text{Max} \{ ([D \times \text{RI} \times N] / 365); 0 \}$$

Where:

D Specified Denomination in AMD;

RI 6-month AMD T-Bill-CBA (expressed as a percentage) minus 0.60 per cent; and

N The actual number of days in the respective Calculation Period calculated from and including the first day of such period (being the Issue Date or the previous Interest Payment Date as applicable) to but excluding the next Interest Payment Date or the Maturity Date, as applicable.

For the purposes of these provisions:

“6 month AMD T-Bill-CBA” means the rate per annum for a period of 6 months (**“180 day”**), which appears on the T-Bill-CBA Screen Page as of 11:00 a.m., Yerevan time on an Interest Determination Date.

In case the 6-month AMD T-Bill-CBA is not available for any reason on the T-Bill-CBA Screen Page on an Interest Determination Date in respect of a Calculation Period, the rate for such Calculation Period shall be:

(i) The lower of:

- (a) the percentage rate per annum that is the arithmetic mean (rounded upwards to two decimal places) of the mid-rates calculated by the Calculation Agent from the bid and offer rates per annum quoted by at least two Reference Banks at the request of the Calculation Agent, (calculated on Actual/365 basis) in relation to the sale and purchase of Armenian Government bonds with maturities of 6 months, and in an amount equal to a Representative Amount, at which each Reference Bank is willing to enter into transactions between 1:00 pm and 2:00 pm, Yerevan time on the relevant Interest Determination Date, provided that, if three or more such quotations are provided, the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) will be disregarded in calculating the arithmetic mean. If one and two of such quotations are provided the arithmetic mean of such quotations will be calculated. The Calculation Agent will inform the Issuer, the Agent and the Noteholders of the bid and offer rates per annum quoted by the Reference Banks; and

(b) the Lombard Repo Rate,

or if it is not possible to determine the rate of interest in accordance with the above paragraph (i),

(ii) the rate for the next Calculation Period shall be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner.

“Lombard Repo Rate” is the target interest rate set by the Central Bank of Armenia which appears on the T-Bill-CBA Screen Page as of 1 p.m., Yerevan time on the Interest Determination Date.

“Reference Banks” means five leading banks of good credit standing that are active in the Armenian Government bond market selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner.

“Representative Amount” means an amount that is equal to the Nominal Amount of the Notes.

“T-Bill-CBA Screen Page” means,

(i) in respect of the 6 month AMD T-Bill-CBA, the display page designated: <https://www.cba.am/en/sitepages/fmofinancialmarkets.aspx> on the website of the Central Bank of Armenia (the **“CBA”**) (in the Excel file “Yield Curve (Daily)”, under “Yield Curve for Bills”, for the Term designated “180 day”); and

(ii) in respect of the Lombard Repo Rate, the display page designated: <https://www.cba.am/EN/SitePages/fmompinterestrates.aspx> on the website of the CBA under “MP Instruments Interest Rates”.

In respect of either of the above, if such page on such service designated for the purpose of displaying the relevant rate, or if such service ceases to be available or the relevant rate ceases to be available on such service, the successor page on such service or, as the case may be, the page that displays the relevant rates on another service as specified by the Calculation Agent will be applicable.