

**CONFORMED COPY**

**Final Terms**

**EUROPEAN INVESTMENT BANK  
Debt Issuance Programme**

Issue Number: 2362/0100

**PLN 2,500,000,000 Floating Rate Bonds due September 2021**

Issue Price: 100.000 per cent.

**Bank Pekao SA**

The date of these Final Terms is 4th September, 2018.

These Final Terms, under which the bonds described herein (the **Bonds**) are issued, are supplemental to, and should be read in conjunction with, the offering circular (the **Offering Circular**) dated 8th December, 2014 issued in relation to the debt issuance programme of European Investment Bank (**EIB**). The Bonds will be issued on the terms of these Final Terms read together with the Offering Circular. Terms defined in the Offering Circular have the same meaning in these Final Terms.

EIB accepts responsibility for the information contained in these Final Terms which, when read together with the Offering Circular, contain all information that is material in the context of the issue of the Bonds.

These Final Terms do not constitute an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of, the Bonds.

*Potential impact of benchmark discontinuation on the Bonds*

Reference rates and indices, including interest rate benchmarks, such as the Warsaw Interbank Offered Rate (**WIBOR**), which are used to determine the amounts payable under financial instruments or the value of such financial instruments (**Benchmarks**), are, and are anticipated to be, the subject of regulatory reform and changes which may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation, could have a material adverse effect on the value of, and return on, any Bonds referencing or linked to such Benchmark, including the Bonds.

Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such Benchmark may adversely affect such Benchmark during the term of the Bonds, the return on the Bonds and the trading market for securities based on the same Benchmark.

The "Terms and Conditions of the Bonds" provide for certain fallback arrangements in relation to interest calculations for Floating Rate Bonds in the event that a published Benchmark, including an inter-bank offered rate such as WIBOR, (including any page on which such Benchmark may be published (or any successor service)) becomes unavailable. In relation to the Bonds, the ultimate fallback for the purposes of calculation of interest for a particular Interest Period is based on a determination of the interest rate to be made by the Calculation Agent in its absolute discretion. There can be no assurance that the exercise of this discretion by the Calculation Agent as to the interest rate to be used for any such Interest Period will not have an adverse effect on the value of, and return on, the Bonds.

Investors should consider these matters when making their investment decision with respect to the Bonds.

On 29th March, 2017 the U.K. government triggered Article 50 of the Treaty on European Union, which officially commenced the process of the U.K.'s withdrawal from E.U. membership. In this context, the European Union and the United Kingdom published on 8th December, 2017 a joint report from the negotiators of the European Union and the United Kingdom Government on progress during phase 1 of negotiations under Article 50 TEU on the United Kingdom's orderly withdrawal from the European Union, which includes introductory remarks and the following statement on the European Investment Bank:

"Remarks:

*This report is put forward with a view to the meeting of the European Council (Article 50) of 14-15 December 2017. Under the caveat that nothing is agreed until everything is agreed, the joint commitments set out in this joint report shall be reflected in the Withdrawal Agreement in full detail. This does not prejudice any adaptations that might be appropriate in case transitional arrangements were to be agreed in the second phase of the negotiations, and is without prejudice to discussions on the framework of the future relationship."*

*"European Investment Bank (EIB)*

*74. The financial settlement should not disrupt the operational functioning of the EIB as a result of the UK withdrawal in relation to the stock of operations (i.e. loans and other financial instruments) at that point.*

*75. In this context, the UK will provide a guarantee for an amount equal to its callable capital on the day of withdrawal. This guarantee will be decreased in line with the amortisation of the stock of EIB operations at the date of withdrawal, starting on the date on which the outstanding stock reaches an amount equal to the total subscribed capital on the date of withdrawal and ending on the date it equals the total paid-in capital on the date of withdrawal, both as defined in the EIB statute.*

*76. The UK share of the paid-in capital will be reimbursed in twelve annual instalments starting at the end of 2019<sup>11</sup>. The UK remains liable for the reimbursed amount of paid-in capital until the outstanding stock of EIB operations equals the total paid-in capital on the date of withdrawal, at which point the liability will start to be amortised in line with the remaining non-amortised operations.*

*77. Apart from these reimbursements, the EIB will not make any other payment, return or remuneration on account of the withdrawal of the UK from the EIB or on account of the provision by the UK of a guarantee.*

*78. Any call to the callable guarantee or the paid-in (cash or guarantee) will be "pari-passu" with calls on or payments made by the Member States provided that it is used for covering operations at the withdrawal date or for covering risks (such as ALM (Asset-Liability management) risks or operational risks) attributable to the stock of operations at the date of withdrawal. For other such risks not associated with specific loans and not attributable to the stock of operations built after the date of withdrawal, the UK responsibility will be proportional to the ratio between the stock of outstanding operations and the total amount of operations at the date of the event.*

*79. The UK will maintain the EIB's privileges and immunities under Protocols 5 and 7 annexed to the Treaties throughout the amortisation of the EIB's stock of operations at the date of withdrawal.*

*80. The UK considers that there could be mutual benefit from a continuing arrangement between the UK and the EIB. The UK wishes to explore these possible arrangements in the second phase of the negotiations.*

*81. After the date of withdrawal, UK projects will not be eligible for new operations from the EIB reserved for Member States, including those under Union mandates."*

*"<sup>11</sup>: The first eleven instalments will be EUR 300 000 000 each and the final one will be EUR 195 903 950."*

The EIB does not fall under the scope of application of the MiFID II package. Consequently, the EIB 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 Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Bonds (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 Bonds (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

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.

The terms of the Bonds and additional provisions relating to their issue are as follows:

## GENERAL PROVISIONS

<b>1</b>	Issue Number:	2362/0100
<b>2</b>	Security Codes:	
	(i) ISIN:	XS1876163442
	(ii) Common Code:	187616344
<b>3</b>	Specified Currency or Currencies:	Polish Zloty ( <b>PLN</b> )
<b>4</b>	Principal Amount of Issue:	PLN 2,500,000,000
<b>5</b>	Specified Denomination:	PLN 1,000
<b>6</b>	Issue Date:	6th September, 2018

## INTEREST PROVISIONS

<b>7</b>	Interest Type:	Floating Rate  6 month WIBOR -0.153 per cent. per annum (except in respect of the Long First Interest Period (defined below), where there will be a linear interpolation between 6 month WIBOR and 9 month WIBOR -0.153 per cent. per annum)  (Further particulars specified below)
<b>8</b>	Interest Commencement Date:	Issue Date
<b>9</b>	Fixed Rate Provisions:	Not Applicable
<b>10</b>	Floating Rate Provisions:	Applicable
	(i) Interest Period End Date(s):	Interest Payment Dates
	(ii) Interest Payment Date(s):	24th March and 24th September in each year commencing 24th March, 2019, up to, and including, the Maturity Date subject in each case to adjustment in accordance with the Business Day Convention specified below. There will be a long first Interest Period from, and including, the Interest Commencement Date to, but excluding, the Interest Payment Date falling in March 2019 (the <b>Long First Interest Period</b> ).
	(iii) Business Day Convention:	Modified Following
	(iv) Business Day Centre(s):	London, TARGET and Warsaw
	(v) Manner in which the Interest Rate(s) is/are to be determined:	Screen Page
	a) Screen Page:	Reuters Screen Page "WIPLN6MD="

b) Reference Banks: Four major banks selected by the EIB, which are active in the Reference Market

– Representative Amount: Not Applicable

(vi) Reset Date(s): First day of each Interest Period

(vii) Relevant Currency: PLN

(viii) Designated Maturity: 6 months (except in respect of the Long First Interest Period, when the Designated Maturity will be a linear interpolation between 6 month WIBOR and 9 month WIBOR)

(ix) Interest Determination Time: 11:00 a.m., Warsaw time

(x) Interest Determination Date: Third Warsaw Business Day prior to the start of each Interest Period

(xi) Reference Market: Warsaw interbank market

(xii) Margin(s): -0.153 per cent. per annum

(xiii) Minimum Interest Rate: 0.000 per cent. per annum

(xiv) Maximum Interest Rate: Not Applicable

(xv) Linear Interpolation: Applicable

(xvi) Day Count Fraction: Actual/365 (Fixed)

(xvii) Rate Multiplier: Not Applicable

(xviii) Other terms (including fallback provisions if not already provided for) relating to the method of calculating interest on Floating Rate Bonds: Not Applicable

**11** Zero Coupon Provisions: Not Applicable

**12** Index-Linked Provisions: Not Applicable

**13** Foreign Exchange Rate Provisions: Not Applicable

#### **NORMAL REDEMPTION PROVISIONS**

**14** Redemption Basis: Redemption at par

**15** Redemption Amount: Principal Amount

**16** Maturity Date: Interest Payment Date falling in September 2021

**17** Business Day Convention: Modified Following

#### **OPTIONS AND EARLY REDEMPTION PROVISIONS**

**18** Unmatured Coupons to become void upon early redemption (Bearer Bonds only): Yes

**19** Issuer's Optional Redemption: Not Applicable

<b>20</b>	Bondholders' Optional Redemption:	Not Applicable
<b>21</b>	Redemption Amount payable on redemption for an Event of Default:	Redemption at par

#### **GENERAL PROVISIONS APPLICABLE TO THE BONDS**

<b>22</b>	Form of Bonds:	Bearer Bonds  Permanent Global Bond which is exchangeable for Definitive Bonds in the limited circumstances specified therein
<b>23</b>	New Global Note:	No
<b>24</b>	Intended to be held in a manner which would allow Eurosystem eligibility:	No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Bonds are capable of meeting them the Bonds may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.
<b>25</b>	Details relating to Partly Paid Bonds:	Not Applicable
<b>26</b>	Details relating to Instalment Bonds:	Not Applicable
<b>27</b>	Redenomination, renominatisation and reconventioning provisions:	Not Applicable
<b>28</b>	Consolidation provisions:	Not Applicable
<b>29</b>	Business Day Centre(s):	London, TARGET and Warsaw
<b>30</b>	Other terms or special conditions:	Not Applicable

#### **DISTRIBUTION PROVISIONS**

<b>31</b>	Method of distribution:	Non-Syndicated
	(i) If syndicated, names of Managers:	Not Applicable
	(ii) If non-syndicated, name of Relevant Dealer:	Bank Polska Kasa Opieki S.A.
	(iii) Stabilising manager(s) (if any):	Not Applicable
	(iv) Commission(s):	Combined management and underwriting commission of 0.030 per cent. of the Principal Amount of the Bonds being issued

## OPERATIONAL INFORMATION AND LISTING

- 32 Any clearing system(s) other than Euroclear Bank SA/NV (**Euroclear**) or Clearstream Banking S.A. (**Clearstream, Luxembourg**) and the relevant identification number(s):
- The Bonds will initially settle through Euroclear and Clearstream, Luxembourg
- The Issuer will make an application for the Bonds to be registered and accepted for settlement with the Central Securities Depository of Poland, Krajowy Depozyt Papierów Wartościowych S.A. (KDPW) as soon as reasonably practicable after the Issue Date
- 33 Agents appointed in respect of the Bonds:
- Fiscal Agent and principal Paying Agent**
- Citibank, N.A., London Branch  
13th Floor, Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB
- Paying Agent and Luxembourg Listing Agent**
- Banque Internationale à Luxembourg S.A.  
69, route d'Esch  
L-2953 Luxembourg
- Calculation Agent**
- Bank Polska Kasa Opieki S.A.  
53/57 Grzybowska Street  
00-950 Warsaw  
Poland
- 34 Listing:
- Luxembourg Stock Exchange's regulated market
- The Issuer will also make an application for the Bonds to be admitted and introduced to trading on the Catalyst regulated market of the Warsaw Stock Exchange (*rynek regulowany Giełdy Papierów Wartościowych w Warszawie S.A.*) as soon as reasonably practicable after the Issue Date
- 35 Governing law:
- English

## EUROPEAN INVESTMENT BANK:

By: **RICHARD TEICHMEISTER**

By: **KIRSTEN RAU**