

Final Terms

EUROPEAN INVESTMENT BANK

Debt Issuance Programme

Issue Number: 2329/0100

**ARS 500,000,000 15.000 per cent. Bonds due 30th January, 2020
(payable in EUR)**

Issue Price: 98.394 per cent.

J.P. Morgan

The date of these Final Terms is 26th January, 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.

The statements on page 8 of the Offering Circular regarding structured Bonds are drawn to the attention of the prospective purchaser of the Bonds. Such purchaser should ensure that it understands the nature of the terms of the Bonds and the extent of its exposure to risk, and that it considers the suitability of the Bonds as an investment in the light of its own circumstances and financial condition.

Unless otherwise specified or the context otherwise requires, references to **Argentine Peso**, **Argentine Pesos** and **ARS** are to the lawful currency of the Argentine Republic and references to **USD** are to the lawful currency of the United States of America. The Bonds are denominated in ARS but all payments in respect of the Bonds shall be made in euro (**EUR**).

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 2019¹¹. 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."

"¹¹: 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, professional clients and retail clients, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds 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

1. Issue Number: 2329/0100
2. Security Codes:
 - (i) ISIN: XS1759469932
 - (ii) Common Code: 175946993
3. Specified Currency or Currencies: ARS (provided that all payments will be made in EUR)
4. Principal Amount of Issue: ARS 500,000,000
5. Specified Denomination: ARS 10,000
6. Issue Date: 30th January, 2018

INTEREST PROVISIONS

7. Interest Type: Fixed Rate
(Further particulars specified below)
8. Interest Commencement Date: Issue Date
9. Fixed Rate Provisions: Applicable
 - (i) Interest Rate(s): 15.000 per cent. per annum
 - (ii) Interest Period End Date(s): The dates that would be Interest Payment Dates but without adjustment for any Business Day Convention
 - (iii) Interest Payment Date(s): 30th January in each year commencing 30th January, 2019 up to, and including, the Maturity Date subject in each case to adjustment in accordance with the Business Day Convention specified below
 - (iv) Business Day Convention: Following

(v)	Interest Amount:	ARS 1,500 per Specified Denomination, provided however, that the Interest Amount per Specified Denomination will be paid on the relevant Interest Payment Date in EUR, such EUR amount obtained by dividing ARS 1,500 by the applicable Reference Rate (as defined in the Annex) and rounded to the nearest cent with one half of one cent rounded up
(vi)	Broken Amount:	Not Applicable
(vii)	Day Count Fraction:	Actual/Actual – ICMA
(viii)	Business Day Centre(s):	Buenos Aires, London, Luxembourg, New York and TARGET
(ix)	Other terms relating to the method of calculating interest for Fixed Rate Bonds:	Not Applicable
10.	Floating Rate Provisions:	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, subject as provided in paragraph 15
15.	Redemption Amount:	ARS 10,000 per Specified Denomination, provided however, that the Redemption Amount per Specified Denomination will be paid on the Maturity Date in EUR, such EUR amount obtained by dividing ARS 10,000 per Specified Denomination by the applicable Reference Rate and rounded to the nearest cent with one half of one cent rounded up
16.	Maturity Date:	30th January, 2020
17.	Business Day Convention:	Following

OPTIONS AND EARLY REDEMPTION PROVISIONS

18. Unmatured Coupons to become void upon early redemption (Bearer Bonds only): Not Applicable
19. Issuer's Optional Redemption: Not Applicable
20. Bondholders' Optional Redemption: Not Applicable
21. Redemption Amount payable on redemption for an Event of Default: Redemption at par; ARS 10,000 per Specified Denomination, provided however, that the Redemption Amount per Specified Denomination will be paid in EUR, such EUR amount obtained by dividing ARS 10,000 per Specified Denomination by the applicable Reference Rate and rounded to the nearest cent with one half of one cent rounded up

GENERAL PROVISIONS APPLICABLE TO THE BONDS

22. Form of Bonds: Registered Bonds

Global Certificate registered in the name of a nominee for a common depository for the relevant clearing system which is exchangeable for Definitive Certificates in the limited circumstances specified therein
23. New Global Note: No
24. 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 and registered in the name of a nominee of one of the ICSDs acting 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.
25. Details relating to Partly Paid Bonds: Not Applicable

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| 26. | Details relating to Instalment Bonds: | Not Applicable |
| 27. | Redenomination, renominatisation and reconventioning provisions: | Not Applicable |
| 28. | Consolidation provisions: | Not Applicable |
| 29. | Business Day Centre(s): | Buenos Aires, London, Luxembourg, New York and TARGET |
| 30. | Other terms or special conditions: | Not Applicable |

DISTRIBUTION PROVISIONS

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| 31. | Method of distribution: | Non-Syndicated |
| | (i) If syndicated, names of Managers: | Not Applicable |
| | (ii) If non-syndicated, name of Relevant Dealer: | J.P. Morgan Securities plc |
| | (iii) Stabilising manager(s) (if any): | Not Applicable |
| | (iv) Commission(s): | None |

OPERATIONAL INFORMATION AND LISTING

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| 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): | Not Applicable |
| 33. | Agents appointed in respect of the Bonds: | <p>Fiscal Agent, principal Paying Agent, Registrar and Transfer Agent</p> <p>Citibank, N.A., London Branch
13th Floor, Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB</p> <p>Paying Agent, Listing Agent and Transfer Agent</p> <p>Banque Internationale à Luxembourg S.A.
69, route d Esch
L-2953 Luxembourg</p> |

Calculation Agent

JPMorgan Chase Bank, N.A.
25 Bank Street
Canary Wharf
London E14 5JP

34. Listing: Luxembourg
35. Governing law: English

EUROPEAN INVESTMENT BANK:

By: **SANDEEP DHAWAN**

By: **JENNIFER WENNER**

ANNEX

ARS Valuation Date means, for any Interest Payment Date or the Maturity Date or date on which an amount is payable in accordance with paragraph 21 of these Final Terms, as the case may be, the fifth Valuation Business Day prior to such date, provided however that if such date is an Unscheduled Holiday, the ARS Valuation Date shall be the next following Valuation Business Day. In the event an ARS Valuation Date is deferred as a result of an Unscheduled Holiday and the ARS Valuation Date has not occurred on or before the thirtieth consecutive day after such ARS Valuation Date (any such period being a **Deferral Period**), then the next day after the Deferral Period that would have been a Valuation Business Day but for the Unscheduled Holiday shall be deemed to be the relevant ARS Valuation Date.

Valuation Business Day means a day (other than a Saturday or a Sunday) on which the banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in each of Buenos Aires, London, Luxembourg, New York and TARGET.

Unscheduled Holiday means, in respect of an ARS Valuation Date, any day that is not a Buenos Aires Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Buenos Aires two Buenos Aires Business Days prior to the relevant ARS Valuation Date.

Reference Rate with respect to an Interest Payment Date or the Maturity Date or a date on which an amount is payable in accordance with paragraph 21 of these Final Terms, will be the product rounded to five decimal places (0.000005 being rounded down) of the applicable ARS Reference Spot Rate and the applicable USD/EUR Spot Rate, as determined on the relevant ARS Valuation Date.

(i) Provisions relating to the ARS Reference Spot Rate

ARS Reference Spot Rate means, in respect of an ARS Valuation Date, the ARS/USD exchange rate, expressed as the amount of ARS per one USD, determined by the Calculation Agent for the relevant ARS Valuation Date by reference to the applicable ARS MAE (ARS05) Rate; provided that, in the event that:

- (a) the ARS MAE (ARS05) Rate is not available for the applicable ARS Valuation Date (a **Price Source Disruption Event**); or
- (b) the ARS MAE (ARS05) Rate is available but the Calculation Agent determines that an Exchange Rate Divergence has occurred and is continuing,

the Calculation Agent shall promptly inform the Issuer and the Fiscal Agent of such occurrence and the ARS Reference Spot Rate will be determined by the Calculation Agent in the following order:

(A) *Valuation postponement*

as if the ARS Valuation Date were the Valuation Business Day next succeeding the day on which the relevant Price Source Disruption Event or Exchange Rate Divergence ceased to exist; or

(B) *Calculation Agent determination*

if the relevant Price Source Disruption Event or Exchange Rate Divergence continues to exist for a consecutive number of calendar days (measured from the date that, but for the relevant Price Source Disruption Event or Exchange Rate Divergence, would have been the ARS Valuation Date) equal to the Maximum Days of Postponement (such period, the **Maximum Postponement Period**), as if the ARS Valuation Date were the Valuation Business Day next succeeding the end of the Maximum Postponement Period and by requesting firm quotations of exchange rates for conversion of ARS into USD, expressed as the amount of ARS per one USD, for settlement in two Buenos Aires and New York Business Days, from four leading dealers in the ARS/USD exchange market, selected by the Calculation Agent (the **ARS/USD Reference Dealers**) in its sole discretion, acting in good faith and in a commercially reasonable manner, taking into account each such ARS/USD Reference Dealer's experience in the foreign exchange market for ARS and general activity in such market at or about 1:00 p.m. Buenos Aires time on the relevant ARS Valuation Date; provided further that:

(1) where four quotations are provided, the ARS Reference Spot Rate shall be the arithmetic mean of the quotations provided by such ARS/USD Reference Dealers, eliminating the highest quotation (or, if there is more than one highest quotation, one only of those quotations) and the lowest quotation (or, if there is more than one lowest quotation, one only of those quotations); or

(2) if three or fewer than three quotations are provided, the ARS Reference Spot Rate shall be the arithmetic mean of all quotations provided,

save that if the Calculation Agent is unable to obtain at least two such quotations from the ARS/USD Reference Dealers on such date for any reason, the ARS Reference Spot Rate shall be the exchange rate as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, having taken into account relevant market practice.

Notwithstanding the foregoing, in no event shall the total number of consecutive calendar days during which either (i) the ARS Valuation Date is deferred due to an Unscheduled Holiday or (ii) the ARS Valuation Date is postponed in accordance with paragraph (A) (*Valuation postponement*) above (or any combination of (i) and (ii)) exceed 30 consecutive calendar days in the aggregate. Accordingly: (x) if, upon the lapse of such 30 day period, an Unscheduled Holiday shall have occurred or be continuing on the day following the end of such period, then such day shall be deemed to be an ARS Valuation Date; and (y) if, upon the lapse of such 30 day period, a Price Source Disruption Event or Exchange Rate Divergence shall have occurred or be continuing on the day following the end of such period, then the ARS Reference Spot Rate shall be calculated in accordance with paragraph (B) (*Calculation Agent determination*) above.

Exchange Rate Divergence means that, in the reasonable opinion of not less than five unaffiliated Emerging Markets Traders Association (**EMTA**) members notified to EMTA (or its successor) by not later than 4:00 p.m. Buenos Aires time on the relevant ARS Valuation Date, the ARS MAE (ARS05) Rate has failed (for any reason, including due to a split in the currency exchange rate or other event) for a period of not less than three consecutive Buenos Aires and New York Business Days to reflect the current prevailing ARS/USD bid and offer rates for a standard size ARS/USD financial transaction for settlement in two Buenos Aires and New York Business Days on the Buenos Aires and New York marketplaces.

Maximum Days of Postponement means 30 consecutive calendar days.

ARS MAE (ARS05) Rate means, in respect of an ARS Valuation Date, the volume weighted average ARS/USD rate of all trades executed in the electronic market for such ARS Valuation Date, expressed as the amount of ARS per one USD, for settlement in two Buenos Aires and New York Business Days, reported on the following platforms at approximately 3:00 p.m. Buenos Aires time on such ARS Valuation Date:

- 1) the FOREX-MAE page of the Mercado Abierto Electrónico's website (which can be accessed at www.mae.com.ar); see "Promedio Ponderado Noticiado" or "PPN" (or any replacement or successor page) (the **FOREX-MAE Page**); or
- 2) Reuters page <ARSPPN=ME> (or any replacement or successor page) (the **Reuters Page**),

provided that, in the case of any conflict between the rate displayed on the FOREX-MAE Page and the Reuters Page, the rate displayed on the FOREX-MAE Page shall prevail.

Buenos Aires Business Day means a day 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 Buenos Aires.

New York Business Day means a day 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 New York City.

(ii) Provisions relating to the USD/EUR Spot Rate

USD/EUR Spot Rate means, in respect of an ARS Valuation Date, the USD/EUR exchange rate, expressed as the amount of USD per one EUR for settlement in two New York and TARGET Business Days as determined by the Calculation Agent by reference to the closing mid spot rate displayed on the Reuters page "WMRPSPOT05" (or any replacement or successor page) under the caption "MID" at approximately 4:00 p.m. London time on such ARS Valuation Date; provided that if for the relevant ARS Valuation Date no such rate is displayed on such Reuters page or if such rate as displayed is, as determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner, taking into account relevant market practice, manifestly erroneous, the USD/EUR Spot Rate will equal the arithmetic mean, as determined by the Calculation Agent, of the firm quotes of exchange rates for conversion of USD into EUR determined by at least five independent leading dealers in the USD/EUR spot FX market, selected by the Calculation Agent (the **USD/EUR Reference Dealers**) in its sole discretion, acting in good faith and in a commercially reasonable manner, taking into account

relevant market practice; provided further that if (i) the difference between the highest and the lowest of such firm quotes of exchange rates determined by the USD/EUR Reference Dealers on such date is greater than 1 per cent. or (ii) the Calculation Agent is unable to obtain five such quotes from the USD/EUR Reference Dealers on such date for any reason, the USD/EUR Spot Rate shall be the exchange rate as determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner, taking into account relevant market practice and any information deemed relevant, on such day.

For the avoidance of doubt, the product of the ARS Reference Spot Rate and the USD/EUR Spot Rate may be such that the resulting EUR amount is zero and in such event no ARS or EUR amount will be payable.