# Banco de Crédito e Inversiones, acting directly or through its Miami branch

**US$4,000,000,000 Medium Term Notes Program**

Banco de Crédito e Inversiones, acting directly or through its Miami branch (the "Issuer", the "Bank" or "Bci") has prepared this prospectus supplement (the "Prospectus Supplement") to the prospectus dated July 5, 2022 (the "Base Prospectus") which has been approved as a base prospectus for the purpose of Article 8 of Regulation (EU) 2017/1129, as amended (the "Prospectus Regulation") by the *Commission de Surveillance du Secteur Financier* (the "CSSF") for use in connection with the issuance of Notes under its US$4,000,000,000 Medium-Term Notes Program (the "Program") under which the Bank may issue Medium Term Notes (the "Notes"). The CSSF in its capacity as competent authority under the Luxembourg Act dated 16 July 2019 on prospectuses for securities (the "Luxembourg Prospectus Act") has approved this Prospectus Supplement as a supplement within the meaning of Article 23(1) of the Prospectus Regulation. By approving this Prospectus Supplement, the CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by the Base Prospectus or the quality or solvency of the Issuer in accordance with Article 6(4) of the Luxembourg Prospectus Act. Save as disclosed in this Prospectus Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus since the publication of the Base Prospectus. This Prospectus Supplement is supplemental to and should be read in conjunction with the Base Prospectus. Any statement contained in the Base Prospectus or in a document which is incorporated by reference in the Base Prospectus shall be deemed to be modified or superseded by any statement contained in any document which is subsequently incorporated by reference in the Base Prospectus by way of a supplement (including this Prospectus Supplement) prepared in accordance with Article 23(1) of the Prospectus Regulation that modifies or supersedes such earlier statement (whether expressly, by implication or otherwise) and any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of the Base Prospectus. To the extent there is any inconsistency between (a) any statement in this Prospectus Supplement and (b) any other statement in the Base Prospectus prior to the date of this Prospectus Supplement, the statements in this Prospectus Supplement will prevail. Unless the context otherwise requires, terms defined in the Base Prospectus shall have the same meaning when used in this Prospectus Supplement. Full information on the Issuer and any Notes issued under the Program is only available on the basis of the combination of this Prospectus Supplement, the Base Prospectus and the relevant Final Terms. This Prospectus Supplement will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Bci, with its registered office in Santiago, Chile, is solely responsible for the information given in this Prospectus Supplement. Bci hereby declares that to the best of its knowledge, having taken reasonable care to ensure that such is the case, the information contained in this Prospectus Supplement is in accordance with the facts and contains no omission likely to affect the import of such information.

The Issuer is in the process of appointing Citibank, N.A., London Branch as the replacement fiscal agent, paying agent, registrar and transfer agent (in such capacities, the "New Fiscal and Paying Agent"), and as calculation agent (in such capacity, the "Calculation Agent") pursuant to a Fiscal and Paying Agency Agreement (the "New Fiscal Agency Agreement") to be entered into among the Issuer, the New Fiscal and Paying Agent, and the Calculation Agent. The Issuer expects that such appointment will be effective on or about December 8, 2022 (the "Effective Date").

The purpose of this Prospectus Supplement is to amend and update (i) certain provisions of the Base Prospectus in connection with the appointment of the New Fiscal and Paying Agent pursuant to the New Fiscal Agency Agreement, as set forth in more detail below, and (ii) certain other provisions of the Base Prospectus in regard to matters arising under the New Fiscal Agency Agreement, as set forth in more detail below.

From and after the Effective Date, the Base Prospectus will be amended and updated as follows:

(a) The second to last paragraph of the section "General Description of the Program—General" on page 2 of the Base Prospectus will be amended and replaced in its entirety with the following paragraph:

"Citibank, N.A., London Branch will act as fiscal agent (the "**Fiscal Agent**") and paying agent (the "**Paying Agent**"), unless otherwise stated in the applicable final terms. Citibank, N.A., London Branch will act as transfer agent (the "**Transfer Agent**"), registrar (the "**Registrar**"), and exchange agent ("**Exchange Agent**"). The Fiscal Agent, the Paying Agent, the Transfer Agent, the Registrar and the Exchange Agent are hereinafter referred to as the "**Agents**.""

(b) The fourth, fifth and sixth paragraphs of the section "Overview of the Program—The Notes and the Program" on page 44 of the Base Prospectus will be amended and replaced in their entirety with the following paragraph:

"Fiscal Agent, Paying Agent, Transfer Agent, Registrar and Exchange Agent:...... Citibank, N.A., London Branch"

(c) The second paragraph of the section "Description of the Notes—General" on page 231 of the Base Prospectus will be amended and replaced in its entirety with the following paragraph:

"The Notes are to be issued under a Fiscal and Paying Agency Agreement (as further amended and supplemented from time to time, the "**Fiscal Agency Agreement**") among the Issuer, acting directly or through its Miami branch, Citibank, N.A., London Branch, as fiscal agent, paying agent (in such capacities, the "**Fiscal and Paying Agent**"), registrar and transfer agent, and Citibank, N.A., London Branch, as calculation agent, in registered or bearer form as specified in the applicable Final Terms. The following description of certain provisions of the Fiscal Agency Agreement is subject to, and qualified in its entirety by reference to, all the provisions of the Fiscal Agency Agreement, including the definitions therein of certain terms."

(d) The second paragraph of the section "Description of the Notes—Exchange and Transfer of Notes" on page 235 of the Base Prospectus will be amended and replaced in its entirety with the following paragraph:

"A permanent global Note will be exchangeable in whole but not in part for definitive Bearer Notes if Euroclear and/or Clearstream, Luxembourg or any other agreed clearing system, as applicable, has informed the Issuer that it has or they have, as the case may be, ceased or will cease to act as the clearing system(s) in respect of the relevant permanent global Note. In order to make such request the holder must, not less than 45 days before the date on which delivery of definitive Bearer Notes is required, deposit the relevant permanent global Note with the Fiscal and Paying Agent at its specified office. No definitive Bearer Note will be delivered in or to the United States or to a United States person, except as specifically provided by applicable United States Treasury Regulations. In the event that the relevant permanent global Note is not, in the case of (i) or (ii) above, duly exchanged for definitive Bearer Notes then the terms of such permanent global Note provide for relevant account holders with Euroclear and Clearstream, Luxembourg and any other agreed clearing system as applicable, to be able to enforce against the Issuer all rights which they would have had if they had been holding definitive Bearer Notes of the relevant value at the time of such event. Payments by the Issuer to the relevant account holders will be considered as payments to the relevant Noteholder and operate as full and final discharge to the Issuer in this respect."

(e) The first, second and sixth paragraphs of the section "Description of the Notes—Payments and Paying Agents" on pages 236, 237 and 238 of the Base Prospectus will be amended and replaced in their entirety with the following paragraphs, respectively:

"Principal and premium, if any, and interest, if any, payable on a Bearer Note represented by a temporary global Note or any portion thereof in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise specified in the applicable Final Terms) by the relevant Paying Agent to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such temporary global Note held for its account (upon presentation to the Paying Agent of the temporary global Note, if the temporary global Note is not issued in NGN form) and, in the case of a Note to which the TEFRA D Rules have been specified to apply, upon delivery of an Ownership Certificate signed by Euroclear or Clearstream, Luxembourg, as the case may be, dated no earlier than such Interest Payment Date, which certificate must be based on Ownership Certificates provided to Euroclear or Clearstream, Luxembourg, as the case may be, by its member organizations. Each of Euroclear and Clearstream, Luxembourg, as the case may be, will in such circumstances credit any principal and interest received by it in respect of such temporary global Note or any portion thereof to the accounts of the beneficial owners thereof.

Principal and premium, if any, and interest, if any, payable on a Bearer Note represented by a permanent global Note in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise specified in the applicable Final Terms) by the relevant Paying Agent to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such permanent global Note held for its account (upon presentation to the Paying Agent of the permanent global Note if the permanent global Note is not issued in NGN form). Each of Euroclear and Clearstream, Luxembourg will in such circumstances credit any principal and interest received by it in respect of such permanent global Note to the respective accounts of the beneficial owners of such permanent global Note at maturity, redemption or repayment or on such Interest Payment Date, as the case may be. If a Registered Note is issued in exchange for a permanent global Note after the close of business at the office or agency where such exchange occurs (a) on or after any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (b) on or after any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of defaulted interest, any interest or defaulted interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Note, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to Euroclear and Clearstream, Luxembourg, and Euroclear and Clearstream, Luxembourg will in such circumstances credit any such interest to the account of the beneficial owner of such permanent global Note on such Regular Record Date or Special Record Date, as the case may be. Payment of principal and of premium, if any, and any interest due at maturity, redemption or repayment (in the event, with respect to payment of interest, that any such maturity date or redemption or repayment date is other than an Interest Payment Date) in respect of any permanent global Note will be made to Euroclear and Clearstream, Luxembourg in immediately available funds.

Pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Citibank, N.A., London Branch as its Paying Agent. So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, there will at all times be a paying agent with a specified office in each location required by the rules and regulations of the relevant stock exchange(s), competent authority(ies) and/or market(s). So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the Issuer will notify the holders of its Notes in the manner specified under "Notices" below in the event that the Issuer appoints a Paying Agent with respect to such Notes other than the Paying Agent designated as such in this Prospectus or in the applicable Final Terms."

(f) The section "Description of the Notes—Registrar, Transfer Agents, Calculation Agent and Authenticating Agent" on pages 239 and 240 of the Base Prospectus will be amended and replaced in its entirety with the following section:

"**Registrar, Transfer Agent, Calculation Agent and Authenticating Agent**

Pursuant to the Fiscal Agency Agreement, the Issuer has initially designated Citibank, N.A., London Branch as Registrar and Transfer Agent in respect of the Notes. For so long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, the Issuer will maintain a transfer agent with a specified office in each location required by the rules and regulations of the relevant stock exchange, competent authority and/or market. Any initial designation by the Issuer of the Registrar or a Transfer Agent may be rescinded at any time. The Issuer may at any time designate additional Transfer Agents with respect to the Notes. So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the Issuer will notify the holders of its Notes in the manner specified under "Notices" below in the event that the Issuer appoints a Registrar or Transfer Agent with respect to such Notes other than the Registrar and Transfer Agents designated as such in this Prospectus or in the applicable Final Terms.

Pursuant to the Fiscal Agency Agreement and unless otherwise specified in the applicable Final Terms, the Issuer has also initially designated Citibank, N.A., London Branch as calculation agent in respect of the Notes (in such capacity and including any successor calculation agent appointed thereunder, the "**Calculation Agent**"), and as authenticating agent in respect of the Notes."

(g) The first paragraph of the section "Description of the Notes—Covenants—Consolidation, Merger, Sale or Conveyance" on page 260 of the Base Prospectus will be amended and replaced in its entirety with the following paragraph:

"The Issuer may not consolidate with or merge into any other corporation or convey or transfer all or substantially all of its properties and assets to any person, unless:"

(h) The section "Description of the Notes—Consent to Service" on page 266 of the Base Prospectus will be amended and replaced in its entirety with the following section:

"**Consent to Service**

The Issuer has designated Cogency Global Inc., presently located at 122 East 42nd Street, 18th Floor, New York, New York 10168, as authorized agent for service of process in any legal action or proceeding arising out of or relating to the Fiscal Agency Agreement or the Notes brought in any federal or state court in the Borough of Manhattan, the City of New York, State of New York."

(i) The paragraphs (a) and (b) of the section "Description of the Notes—Consent to Jurisdiction" on page 266 of the Base Prospectus will be amended and replaced in their entirety with the following paragraphs, respectively:

"(a) The Issuer irrevocably consents to the exclusive jurisdiction of any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any thereof, and waives any immunity from the jurisdiction of such courts over any suit, action or proceeding that may be brought by the Fiscal and Paying Agent or a holder in connection with the Fiscal Agency Agreement or the Notes. The Issuer irrevocably waives, to the fullest extent permitted by law, any objection to any suit, action or proceeding that may be brought in connection with the Fiscal Agency Agreement or the Notes in such courts on the grounds of venue or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Issuer agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Issuer and may be enforced in any court to the jurisdiction of which the Issuer is subject by a suit upon such judgment; provided that service of process is effected upon the Issuer in the manner provided by the Fiscal Agency Agreement. Notwithstanding the foregoing, any suit, action or proceeding brought in connection with the Fiscal Agency Agreement or the Notes against the Issuer may be instituted in any competent court in the Republic of Chile.

(b) The Issuer agrees that service of all writs, process and summonses in any suit, action or proceeding brought in connection with the Fiscal Agency Agreement or the Notes against the Issuer in any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, may be made upon Cogency Global Inc., presently located at 122 East 42nd Street, 18th Floor, New York, New York 10168."

(j) The second paragraph of the section "Special Provisions Relating to Foreign Currency Notes—Changing the Specified Currency of Foreign Currency Notes" on page 291 of the Base Prospectus will be amended and replaced in its entirety with the following paragraph:

"Amounts so payable on any such date in such Specified Currency shall be converted into U.S. Dollars at a rate determined by the Exchange Rate Agent (as defined below) on the basis of the most recently available Market Exchange Rate. The "**Exchange Rate Agent**" at the date of this Prospectus is Citibank, N.A., London Branch. Any payment required to be made on Foreign Currency Notes denominated in a Specified Currency that is instead made in U.S. Dollars under the circumstances described above will not constitute a default of any obligation of the Issuer under such Notes."

(k) The fourth paragraph of the section "General Information" on page 309 of the Base Prospectus will be amended and replaced in its entirety with the following paragraph:

"4. The Issuer has appointed Citibank, N.A., London Branch as its Fiscal Agent, Paying Agent, Transfer Agent and Registrar. The Issuer reserves the right to vary such appointment."

(l) The notice information on the inside back cover page of the Base Prospectus will be amended and replaced in its entirety as set forth in Annex A hereto.

No person is or has been authorized to give any information or to make any representations, other than those contained in this Prospectus Supplement and the Base Prospectus, in connection with the Program or the issue and sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorized by Bci. Neither the delivery of this Prospectus Supplement, the Base Prospectus, nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

Neither this Prospectus Supplement, the Base Prospectus, nor any other information supplied in connection with the Program or any Notes should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Prospectus Supplement, the Base Prospectus, or any recipient of any other information supplied in connection with the Program or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus Supplement, the Base Prospectus, nor any other information supplied in connection with the Program or the issue of any Notes constitutes an offer, invitation or solicitation of an offer by or on behalf of either Issuer or any of the Dealers to sell, subscribe for or to purchase any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction.

The distribution of the Base Prospectus, this Prospectus Supplement or any Final Terms and the offer or sale of Notes may be restricted by law in certain jurisdictions. Neither the Bank nor any of the Dealers represent that the aforementioned documents may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Bank or the Dealers which would permit a public offering of any Notes in any jurisdiction other than each Member State of the European Economic Area ("EEA") as at the date of this Prospectus Supplement or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither the Base Prospectus, this Prospectus Supplement nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession the Base Prospectus, this Prospectus Supplement or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of the Base Prospectus, this Prospectus Supplement and the offering and sale of Notes. In particular, there are restrictions on the distribution of the Base Prospectus, this Prospectus Supplement and the offer or sale of Notes in the United States, the United Kingdom, the EEA (and, in particular, in France, Italy and the Netherlands), Japan, People's Republic of China, Hong Kong, Singapore, Australia, Switzerland, Dubai, United Arab Emirates, Brazil, Peru, Chile and Canada (see "Transfer and Selling Restrictions" in the Base Prospectus).

In making an investment decision, investors must rely on their own examination of the Bank and the terms of the Notes being offered, including the merits and risks involved. The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved the Base Prospectus, this Prospectus Supplement or confirmed the accuracy or the adequacy of the information contained in the Base Prospectus or this Prospectus Supplement. Any representation to the contrary is unlawful. By approving this Prospectus Supplement, the CSSF gives no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer.

In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "Securities Act") and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. See "Description of the Notes—Form of Notes" in the Base Prospectus for a description of the manner in which Notes will be issued. Registered Notes (as defined under "Description of the Notes—Form of Notes—Registered Notes" in the Base Prospectus) are subject to certain restrictions on transfer (see "Transfer and Selling Restrictions" in the Base Prospectus). Registered Notes may be offered or sold within the United States only to QIBs (as defined under "Description of the Notes—Form of Notes" in the Base Prospectus) in transactions exempt from registration under the Securities Act (see "Important Notices—U.S. Information" in the Base Prospectus). Any Notes offered under the Program are not FDIC insured.

**See "Risk Factors" in the Base Prospectus for a discussion of certain important risks that should be considered in connection with Notes which may be offered under the Program.**

## Annex A

**Issuer**

**Banco de Crédito e Inversiones**
Av. El Golf 0125
Las Condes, Santiago
Chile

**Banco de Credito e Inversiones, Miami Branch**
1450 Brickell Ave Suite 2800
Miami, FL 33131
United States

**Arrangers**

**BofA Securities, Inc.**
One Bryant Park
New York, NY 10036
United States

**Standard Chartered Bank**
1 Basinghall Avenue
London, EC2V 5DD
United Kingdom

**Dealers**

**BofA Securities, Inc.**
One Bryant Park
New York, NY 10036
United States

**Standard Chartered Bank**
1 Basinghall Avenue
London, EC2V 5DD
United Kingdom

**BNP Paribas Securities Corp.**
787 Seventh Avenue
New York, NY 10019
United States

**Citigroup Global Markets Inc.**
388 Greenwich Street
New York, NY, 10013
United States

**Citigroup Global Markets Limited**
Citigroup Centre, Canada Square
Canary Wharf
London, E14 5LB
United Kingdom

**Daiwa Capital Markets America Inc.**
Financial Square, 32 Old Slip
New York, NY 10005
United States

**Goldman Sachs & Co. LLC**
200 West Street
New York, NY 10282
United States

**HSBC Securities (USA) Inc.**
452 Fifth Avenue
New York, NY 10018
United States

**J.P. Morgan Securities LLC**
383 Madison Avenue
New York, NY 10179
United States

**Mizuho Securities USA LLC**
320 Park Avenue
New York, NY 10022
United States

**MUFG Securities Americas Inc.**
1221 Avenue of the Americas, 6th floor
New York, NY 10019
United States

**Morgan Stanley & Co. International plc**
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

**Fiscal Agent, Paying Agent, Transfer Agent, Registrar, Exchange Agent and Calculation Agent**

**Citibank, N.A., London Branch**
Citigroup Centre, Canada Square, Canary Wharf
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United Kingdom

**Legal Advisers**

To the Issuer as to New York law

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To the Issuer as to Chilean law

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To the Dealers as to Chilean law

**Carey y Cía. Ltda.**
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Chile