

**Crédit Agricole Corporate and Investment Bank, Taipei Branch NTD 1,000,000,000
Fixed Rate Notes due July 2025**

Term Sheet

法商東方匯理銀行股份有限公司台北分公司

109 年度第 2 期無擔保主順位金融債券

發行要點

In accordance with the approvals issued by the Financial Supervisory Commission dated 9 October 2019 (Ref. No.: Jin-Guan-Yin-Wai-Tze-No.1080219315) and the Taipei Exchange of the Republic of China dated 18 June 2020 (Ref. No.: Zheng-Gui-Zhai-Tze-No. 1090006398), Crédit Agricole Corporate and Investment Bank, Taipei Branch issues NTD green bonds (the "Securities") with the terms and conditions below:

法商東方匯理銀行股份有限公司台北分公司奉金融監督管理委員會中華民國 108 年 10 月 9 日金管銀外字第 1080219315 號函及財團法人中華民國證券櫃檯買賣中心中華民國 109 年 6 月 18 日證櫃債字第 1090006398 函，以下列發行條件發行新臺幣綠色債券（下稱「本債券」）：

1. **Name of Issuer:** Crédit Agricole Corporate and Investment Bank, Taipei Branch (the "Issuer").

發行人：法商東方匯理銀行股份有限公司台北分公司（下稱「發行人」）。

2. **Aggregate Nominal Amount:** 1,000,000,000 New Taiwan Dollars (the "NTD").

發行總額：新臺幣 1,000,000,000 元。

3. **Issue Price:** At par, i.e., 100% of the Aggregate Nominal Amount of the Securities.

發行價格：總名目金額之百分之百。

4. **Specified Currency and Denomination:** NTD 10,000,000.

面額：新臺幣 10,000,000 元。

5. **Form and Type of Securities:** The Securities are financial debentures and in registered form, issued in scripless form. The Securities will be registered with and cleared via Taiwan Depository and Clearing Corporation (the "TDCC").

債券種類及形式：本債券為一般金融債券，且為記名式之債券。本債券採無實體發行，於臺灣集中保管結算所股份有限公司（下稱「臺灣集保結算所」）登錄。

6. **Status of the Securities:** The Securities constitute direct, unsubordinated and unsecured obligations of the Issuer and will rank pari passu among themselves and (subject as aforesaid and to certain statutory exceptions) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

受償順位：本債券構成發行人之直接無條件無擔保主順位債務（但法定優先債

務除外），與其他無擔保債務受償順位相同（但優於次順位債務），地位等同於發行機構流通在外其他主順位無擔保債券。

7. Tenor: 5 years.

發行期限：5 年。

8. Issue Date: 17 July 2020

發行日：西元（下同）2020 年 7 月 17 日

9. Maturity Date: 17 July 2025

到期日：2025 年 7 月 17 日

10. Coupon:

利率：

- (1) Fixed rate Securities with 0.55 per cent *per annum* payable annually in arrear

固定利率債券，年利率為百分之 0.55。

- (2) Interest Payment Date: 17 July each year, starting on 17 July 2021 and ending on 17 July 2025, all of which will be adjusted according to the Following Business Day Convention.

付息日：於每年 7 月 17 日支付，自 2021 年 7 月 17 日起，至 2025 年 7 月 17 日止，依次一營業日原則進行調整。

- (3) Day Count Fraction: actual / actual, unadjusted

計息日基準：實際天數 / 實際天數，不調整。

11. Call Feature:

提前贖回權：

- (1) An Event of Default (as defined below)

違約事件（定義如下）

- (2) An Illegality or Force Majeure

違法事件或不可抗力事件

The Issuer shall have the right to early redeem the Securities at any time, by giving notice to the Securities holders, if it determines in good faith that:

發行人依誠實信用原則認定發生下列情形時，於通知本債券持有人後，有權隨時提前贖回本債券：

- a. its performance under the Securities has become unlawful in whole or in part for any reason; or

因任一事由使其依本債券所履行者一部或全部不合法；或

- b. its performance under the Securities has become impracticable or

impossible by reason of a Force Majeure Event occurring after the date on which the relevant transaction has been concluded (such date being excluded).

因相關交易完成日後（不包括該交易完成日）發生之不可抗力事件，其依本債券履行已不可行或已不可能履行。

Force Majeure Event means:

不可抗力事件係指：

Any event beyond the reasonable control of the Issuer, including, without limitation:

任何超出發行人得合理控制之事件，包括但不限於：

- (i) any act, law, rule, regulation, judgment, order, directive, decree or material legislative interference of any Government Authority or otherwise;

任何法案、法律、規則、辦法、判決、裁定、指令、命令或任何政府機關或其他機構之重大立法干預；

- (ii) the occurrence or declaration of war (civil or otherwise), disruption, military action, unrest political insurrection, terrorist activity of any kind, riot, protest and/or civil commotion;

發生戰爭或宣戰（內戰或其他戰爭）、分裂、軍事行動、政治動亂、任何類型之恐怖分子行動、暴動、抗議及/或民變；

- (iii) the occurrence of sabotage, fire, flood, explosion, earthquake, meteorological or geological catastrophe or other calamity or emergency; or

發生破壞行為、火災、水災、爆炸、地震、氣象或地理災難、或其他災害或緊急事件；或

- (iv) any financial, political or economic event(s) (including, without limitation, any change in national or international political, legal, tax or regulatory conditions) or any other causes or impediments beyond the control of the Issuer,

任何財政、政治或經濟事件（包括但不限於任何國內或國際政治、法律、稅務或規管情形之改變）或任何其他超出發行人得控制之因素或障礙，

where such event (i) prevents, restricts, delays or otherwise materially hinders the performance of the Issuer's obligations under the Securities and/or (ii) to a material extent prevents or restricts settlement of transactions in the Securities in the market or otherwise.

且該事件(i)阻礙、限制、延誤或嚴重妨礙發行人完成本債券下之義務，及/或(ii)嚴重阻礙或限制本債券於市場或其它處所完成交易結算。

Government Authority means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

政府機關係指任何國家或政府，任何省份或隸屬於省份之其他次級政治機關，任何單位、機構或部門，任何稅務、財政、外匯或其他機關，法院、法庭或其他政府機構，及任何其他行使政府或屬於政府之行政、立法、司法、管制性職能或行政性職能之主體。

Upon the termination of the Securities as aforesaid, the Issuer will, in respect of each Security, cause to be paid to the Securities holder the Fair Market Value Redemption Amount. Payment will be made in such manner as shall be notified to the Securities holders.

本債券依前述情形贖回時，發行人將支付本債券持有人每一債券之公平市場贖回價格。支付方式將以當時通知本債券持有人之方式為準。

(3) Gross-up

稅款扣繳事件

- a. Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving an irrevocable notice, if:

於下列情形，發行人得以不可撤回通知，隨時贖回全部（而非一部）債券：

- (a) on the occasion of the next payment due under the Securities, the Issuer has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of a tax jurisdiction, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Securities; and

於本債券翌次付款到期時，由於任何稅務管轄區法律或法令之變更或修正，或任何該法律或法令適用之變更或官方解釋之變更，而該變更或修正於同意發行本債券首檔債券之日當下或之後生效，致發行人須或將須支付額外金額；及

- (b) such obligation cannot be avoided by the Issuer taking reasonable measures to it,

發行人採取合理之措施亦無法避免該義務，

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts.

惟該等贖回通知不得於發行人須支付該等額外金額最早之日之 90 日

前發出。

Securities redeemed pursuant to this Condition 11 will be redeemed at their Fair Market Value Redemption Amount.

根據本條件第 11 條贖回之債券將以公平市場贖回價格贖回。

b. Special Tax Redemption

特殊稅務贖回

If the Issuer would, on the occasion of the next payment of nominal or interest in respect of the Securities, be prevented by French law or law of Republic of China ("ROC") from making payment to the Securities holders of the full amount then due and payable, then the Issuer shall forthwith give notice and shall, upon giving not more than seven days' prior notice to the Securities holders, forthwith redeem all, but not some only, of the Securities at their Fair Market Value Redemption Amount, on the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Securities, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice to Securities holders shall be the later of:

如發行人於翌次償還本債券面額或支付利息時，遭法國或中華民國法律禁止支付本債券持有人當時到期應付之全部總額，發行人應立即發出通知，並於給予本債券持有人至多七日之事先通知後，立即於其得支付當時到期應付全部總額之最近可行之付息日，以公平市場贖回價格贖回全部（而非一部）債券。如該通知係於該付息日後方期滿時，根據該發送予本債券持有人之通知，贖回之日期應為下列較晚發生之日：

- (a) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Securities; or

發行人得支付本債券當時到期應付全部總額之最後可行之日；
或

- (b) 14 days after giving notice to the Securities holder.

本債券持有人通知發出後之十四日。

12. Selling Restrictions: The Securities shall not be, offered, sold or re-sold, directly or indirectly, to investors other than "professional investors" as defined under Article 3, Paragraph 3 of the Rules Governing Offshore Structured Products of the ROC. The Securities are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any investor outside the ROC.

銷售限制： 本債券未曾且不得直接或間接向「境外結構型商品管理規則」第 3 條第 3 項所稱之「專業投資人」以外之人為募集、銷售或再行銷售。本債券不應於中華民國境外募集、銷售或再行銷售。

- 13. Use of Proceeds:** The proceeds will be used to invest and fund offshore wind farm projects and renewable energy infrastructure development in the ROC as described in Article 4 of the "Regulations Governing Foreign Bank Branch Issuance of NTD Bank Debenture", and may not be exchanged to foreign currency.

資金用途：依「外國銀行在臺分行發行新臺幣金融債券辦法」第4條，所募集之資金應使用於我國離岸風電建設及其他綠能產業建設之相關投資及/或融資為原則，並不得兌換為外幣使用。

- 14. Redemption Method on the Redemption Date:** The Securities shall be redeemed on the Maturity Date at 100 per cent of the nominal amount or if earlier, the Early Redemption Date at the amount as specified in the early redemption notice.

還本方式：本債券將於到期時以債券發行面額 100%之價格贖回一次還本，或根據提前贖回通知之價格於提前贖回日提前還本。

- 15. Business Day:** Taipei Banking Business Day. If the Interest Payment Date (including the Maturity Date) falls on a day which is not a Taipei Banking Business Day, the interest will be paid on the next Taipei Banking Business Day and no interest will be accrued for such postponement.

營業日：臺北銀行營業日。本債券付息日（包括到期日）如非臺北銀行營業日，則於次一臺北銀行營業日給付本息，不另計付遲延利息。

- 16. Principal Paying Agent:** The Issuer acts as the Principal Paying Agent for the Securities and will make the interest payments and principal repayment based on the records in the Securities holder register provided by the TDCC via TDCC's system.

還本付息機構：本債券由發行機構辦理還本付息事宜，並依臺灣集保結算所透過其系統提供之本債券所有人名冊資料及相關系統，辦理還本付息款項劃撥作業。

- 17. Listing:** The Securities are to be listed at the Taipei Exchange on the Issue Date.

掛牌處所：本債券將於發行日於財團法人中華民國證券櫃檯買賣中心掛牌。

18. Rights and Obligations of the Securities Holder

本債券持有人與本分行間權利義務關係

- (1) Subject to the Selling Restrictions as mentioned in the above, the Securities can be freely transferred, assigned, or provided for security.

本債券除依本發行條件上述之銷售限制外，得自由買賣、轉讓及提供擔保。

- (2) The issuance, transfer, provision as security or cancellation of the Securities as well as inheritance, gift, payment of interest and principal, and other matters relating to book-entry delivery, shall be handled in accordance with the relevant regulations and rules of the TDCC.

本債券發行、轉讓、提供擔保或註銷，及辦理繼承、贈與、還本付息及其他帳簿劃撥等相關作業，悉依臺灣集保結算所規定及相關法令辦理。

- (3) The Securities do not constitute deposits and are not insured by the Central Deposit Insurance Corporation.

本債券非存款，不受中央存款保險公司存款保險之保障。

- (4) The statute of limitations for the right of claim against the Issuer under the Securities shall be extinguished as to any amount of principal, if not exercised within fifteen years after such principal becomes due, and as to any amount of interest, if not exercised within five years after such interest becomes due.

本債券之本金及利息，自開始付款之日起，本金逾十五年及利息逾五年未兌領者，本分行不再兌付。

- (5) Waiver of Set-off

抵銷權之放棄

At anytime, the Securities holder shall not, with respect of any rights, claims, or responsibilities, whether obtained or will be obtained directly or indirectly, assert or claim any waived set-off rights against the Issuer, regardless such arise where from (for avoidance of doubt, shall include any rights, claims, and responsibilities relating to contracts, any types of instruments, or any non-contractual obligations, whether relating to the Securities or not). The Securities holder shall be deemed having given up all actual or potential rights, claims, or responsibilities relating to such waived set-off rights.

於任何時間，任何本債券持有人，就任何權利、主張或責任（不論是否業已或將直接或間接地取得該等權利、主張或責任），均不得對發行人行使或主張任何已放棄之抵銷權，無論該等權利、主張或責任如何產生（為免疑義，應包括因契約、任何類型之工具或任何非契約義務所生或與之相關的所有權利、主張及責任，無論其是否與本債券有關）。本債券持有人應視為已放棄與該等抵銷權有關之所有實際或潛在權利、主張或責任。

For the avoidance of doubt, these terms and conditions are neither intended to provide or be read as acknowledging any rights of deduction, set-off, netting, reimbursement, reservation or counterclaim, nor confirming the confer of any actual or potential rights to the Securities holder.

為免疑義，本發行條件並非意圖提供或被解讀為承認任何扣除、抵銷、淨額結算、補償、保留或反訴等權利，亦非確認向本債券持有人授予任何實際或潛在之權利。

For the purpose of these terms and conditions, "waived set-off rights" refer to any right or claim relating to Securities or the deduction, set-off, netting, reimbursement, reservation or counterclaim in connection with the Securities, whether directly or indirectly.

為本發行條件之目的，「已放棄之抵銷權」係指任何與本債券相關之權利或主張，或直接或間接與本債券相關之扣除、抵銷、淨額結算、補償、

保留或反訴。

(6) Event of Default

違約事件

Following the occurrence of one or more of the following events (each, an Event of Default), any of Securities holder may, by written notice to the Issuer at the specified office, effective upon the date of receipt thereof by the Principal Paying Agent, declare any Securities held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Fair Market Value Redemption Amount, without presentment, demand, protest or other notice of any kind:

如發生下列任一或數個事件（下各稱「違約事件」），任何本債券持有人得向發行人發送書面通知（且自還本付息機構收受通知之日起生效），告知持有人持有之該債券應立即到期，並應立即以公平市場贖回價格贖回，無須為提示、要求、異議或以其他任何形式之通知：

- a. default in the payment of any nominal or interest due on the Securities or the due date and such default continues for a period of 15 days or more after written notice is received by the Issuer;

發行機構因無法支付本債券任何到期面額或利息而違約，且該等違約於發行人收到書面通知後持續 15 日（含當日）；

- b. non-performance or non-observance by the Issuer of any of its other obligations under the Securities and (except where such failure is incapable of remedy when no notice will be required) if such default is capable of being remedied by the Issuer, such default has not been so remedied within 60 days after written notice is received by the Issuer; or

發行人未履行或未遵守其根據本債券應履行或遵守之義務，且（除因無法補正而未予通知之情況外）該違約情事自發行人收受書面通知後 60 日內未補正；或

- c. if the Issuer ceases to pay its debts generally as and when they fall due or a judgment is issued for the judicial liquidation (liquidation judiciaire) of the Issuer or for the transfer of the whole of its business (cession totale de l'entreprise), or the Issuer is subject to similar bankruptcy or insolvency proceedings, or the Issuer makes any proposals for a conveyance, assignment or other arrangement concerning the whole or a substantial part of its assets for the benefit of its creditors, or a resolution is passed by the Issuer for its winding-up or dissolution, other than in connection with the consolidation or amalgamation of the Issuer with, or its merger with or into, or the transfer of all or substantially all its assets to another entity and the creditworthiness of the resulting, surviving or transferee entity is not materially weaker than that of the Issuer immediately prior to such action.

若發行人停止償還其到期債務，或法院判決發行人應為法定清算

或移轉其全部營業，或發行人處於其他類似之破產或無力清償程序，或發行人為其債權人之利益而提出移轉、轉讓或以其他方式安排其全部或重要資產之提案，或發行人決議通過停止營業或解散，前述情形不包含發行人與另一實體整併或結合相關、發行人與另一實體合併或併入另一實體，或發行人將其全部資產或重要資產全數移轉予另一實體，而該等經產生、存續或受移轉之實體，其債信並未顯然低於進行上開行為前之發行人等情事。

- 19. Governing Law and Jurisdiction:** The laws of the ROC. Taiwan Taipei District Court has jurisdiction at the first instance to settle any disputes which may arise out of or in connection with the Securities (including a dispute relating to any non-contractual obligations arising out of or in connection with the Securities) and that, accordingly, any suit, action or proceedings (together referred to as Proceedings) arising out of or in connection with the Securities (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Securities) shall be brought in such court.

準據法及管轄法：中華民國法。與本債券相關或因本債券所生之紛爭（包含任何與非契約上義務有關之紛爭，而該紛爭與與本債券相關或因本債券所生），臺灣臺北地方法院為第一審管轄法院。因此，任何與本債券相關或因本債券所生之訴訟、法律行動或司法程序（下合稱為「司法程序」）（包含任何與非契約上義務有關、與本債券相關或因本債券所生之司法程序）應向該法院提起。

- 20. Taxation:** When the Issuer pays the interest of Securities accrued in accordance with these terms and conditions to the Securities holders, the income tax will be withheld in accordance with the ROC Income Tax Act and relevant regulations.

扣繳稅款：當發行機構依據本發行條件給付金融債券利息於本債券所有人時，應依所得稅法規定扣繳所得稅。

- 21. Green Bond Other Information:**

綠色債券相關資訊：

- (1) The evaluation standards of the green investment projects

綠色投資計畫之放款認定標準

The Issuer follows Crédit Agricole Green Bond Framework to evaluate the green investment projects. The Green Bond Framework aligns with the Green Bond Principle (“GBP”) issued by the International Capital Market Association (“ICMA”) and the Issuer issues the Securities pursuant to the criteria of green investment projects under Article 5 of “Taipei Exchange Operational Directions for Green Bonds” and Article 4 of “Regulations Governing Foreign Bank Branch Issuance of NTD Bank Debentures”. All the funds raised are to be used for loans to Green Portfolios. Green Portfolios includes three social and environmental filters: Green Sector, Environmental, Social and Governance (“ESG”) Rating and Environmental Rating.

本分行依據東方匯理集團綠色債券架構(Crédit Agricole Green Bond Framework)評估，該架構係與國際資本市場協會(ICMA)發布之綠色債券原則(Green Bond Principle, GBP)一致，本債券之發行並依照「財團法人中華民國證券櫃檯買賣中心綠色債券作業要點」第五條及「外國銀行在臺分行發行新臺幣金融債券辦法」第四條之標準，認定綠色投資計畫。本債券所募集之資金全部用於綠色投資組合之放款。綠色投資組合之選取包括三個社會及環境評估指標：綠色部門、環境社會治理評等(ESG)及環保評等。

The information of the Securities is transferred on a daily basis to the dedicated team in charge of updating both the Green Portfolio amount and the total amount of the issued Green Notes by Crédit Agricole. Crédit Agricole is committed to ensure that the amount raised by Green Notes is lower than the amount of the Green Portfolio. For this purpose, the size and the maturity of the Green Portfolio and of the cumulated amount of outstanding Green Notes are monitored and adequate buffers are put in place. The use of proceeds of the Securities meets the criteria of green investment projects which falls under the development of renewable energy and energy technology with substantial benefit for improving the environment.

本債券發行資訊將每日提供予專責團隊，負責更新綠色投資組合金額及綠色債券之發行總金額。東方匯理集團承諾確保所有綠色債券發行所得資金總額不超過綠色投資組合之總額，為此目的，對綠色投資組合之規模及到期日，暨綠色債券之流通在外總餘額除建立監控機制並設有一定緩衝準備。本分行綠色債券所募得資金將全數用於具實質改善環境效益之再生能源及能源科技發展類別之綠色投資計畫。

Regarding the Green Portfolio, Crédit Agricole has set-up a dedicated Green Bond Committee (the “GBC”) to manage the Process for Project valuation and election which meets at least on a quarterly basis. Furthermore, a Green Project Group has been designed, under the supervision of the GBC, to be responsible for the analysis and identification process of the potential Eligible Green Assets. The Project Group is composed of representatives from the teams in charge of the identification and monitoring of Eligible Green Assets within Crédit Agricole, Crédit Agricole S.A. and relevant Crédit Agricole Group entities. The potential Eligible Green Assets are submitted by the different Crédit Agricole Group entities to the GBC. The GBC verifies the alignment of the pre-selected assets with the eligibility criteria and selects the Green Eligible Assets constituting the Green Portfolio. Under the supervision of the Green

Project Group, the Eligible Green Assets are clearly identified within Crédit Agricole's internal information system.

有關綠色投資組合之認定，東方匯理集團設有專責之綠色債券委員會管理潛在合格綠色資產的評估及篩選流程，每季至少開會一次，並在綠色債券委員會的監管下，指定綠色資產專案計劃小組以執行潛在合格綠色資產的評估分析及遴選。該小組係由法商東方匯理銀行股份有限公司（下稱「法商東方匯理銀行」）及 Crédit Agricole S.A.以及東方匯理集團相關實體中負責評估及遴選合格綠色資產的單位所派出代表而組成，並由上開法商東方匯理集團實體提交潛在合格綠色資產的名單予綠色債券委員會，由綠色債券委員會確認符合相關標準之預選資產，並挑選組成綠色投資組合之合格綠色資產，於綠色資產專案計劃小組之監督下，該綠色投資組合相關資訊亦公布於東方匯理集團內部資訊系統。

(2) Category of the green investment projects and benefits for improving the environment

綠色投資計畫類別及環境效益評估

Green Portfolio	Category	Expected benefits for improving the environment
Investment and fund renewable energy loan portfolio made of offshore windfarm / solar panel projects.	Development of renewable energy and energy technology	Greenhouse Gas emissions reduction and climate change mitigation

綠色投資組合	類別	預期產生之環境效益
再生能源放款投資組合之投融資，包括離岸風力發電及太陽能發電建設計畫	再生能源及能源科技發展	溫室氣體排放減量，及降低氣候變遷之影響

(3) Use of Proceeds

資金運用計畫

The Issuer plans to use the proceeds obtained by the issuance to invest and fund its local renewable energy loan portfolio made of offshore windfarm / solar panel projects. These investments and financing constitute the Green Portfolio. Green – or not - assets are registered in a dedicated CA-CIB system and easily identified via unique identifier / contract reference). The use of the proceeds

will be monitored under CACIB's policy. In the event of the proceeds being left unused, the funds will temporarily be used in the investment in money market, inter-bank deposit, or short-term (one year or less than one year) commercial loans.

本分行預計將所發行債券所募得之資金使用於在台灣境內之本地再生能源放款投資組合之投融資，該放款投資組合主要由離岸風力發電及太陽能發電建設計畫所組成。上開計畫符合本行總行所訂之綠色投資組合標準。本分之相關綠色融資相關資產於系統內將與其他資產區隔，並以特定之代號/契約編號作為識別；並納入本行相關之監控機制。若所募得資金有閒置情形時，相關資金將暫時用於貨幣市場操作、同業存放或一年期以內之企業短期放款。

- (4) Green investment and use of proceeds plan certification body: Vigeo Eiris
綠色投資計畫及資金運用計畫認證機構：Vigeo Eiris

22. Purchase and Cancellation

購買與註銷

- (1) Purchases

購買

The Issuer may at any time purchase Securities at any price in the open market or otherwise.

發行人得隨時自公開市場或他處以任何價格購買本債券。

- (2) Cancellation

註銷

All Securities, which are redeemed or repurchased by the Issuer, will forthwith be cancelled. All Securities so cancelled and any Securities purchased and cancelled cannot be reissued or resold.

所有經發行人贖回或買回之本債券將會立即被註銷。所有以此方式註銷之本債券或其他被買回或註銷之本債券不得再次發行或轉售。

The cancellation of the Securities shall be made in accordance with the rules and regulations of the TDCC.

本債券之註銷應依臺灣集保結算所之規定及規則處理。

23. Others

其他規定：

- (1) Rating: The credit rating of Crédit Agricole CIB has been obtained (ratings:

Aa3 on September 19, 2019) from Moody's and (ratings: A+ on October 19, 2018) from Standard & Poor's. The rating of the Crédit Agricole CIB would be adopted, and the investor should be fully aware of the risk related to the Securities itself.

信用評等：法商東方匯理銀行已取得穆迪「Aa3」之評等（評等日期：2019年9月19日）及標普「A+」之評等（評等日期：2018年10月19日）。本債券採總行之信用評等，投資人應注意債券標的本身之風險。

- (2) The Securities are unsecured and the Issuer does not use its assets as security.

本債券並未以本分行之資產為擔保。

- (3) The Issuer shall not allow use of the Securities as collateral to secure the credit extended by it.

本分行辦理擔保授信，不會徵提本債券為擔保品。

- (4) The Issuer is a branch of Crédit Agricole CIB which is duly established and validly existing under French Law. In accordance with French Law, the obligations of the Issuer constitute obligations of Crédit Agricole CIB and Crédit Agricole CIB will act through its Taipei Branch to fulfill its obligations.

發行人為法商東方匯理銀行之分行，法商東方匯理銀行為依法國法成立並存續之公司，依法國法的規定，發行人之義務為法商東方匯理銀行之義務，法商東方匯理銀行將透過該分行履行其義務。

24. Bail-in

內部紓困

- (1) Acknowledgement

確認

Notwithstanding any other term of a given Series of Securities or any other agreement, arrangement or understanding between Crédit Agricole CIB and the holders of any Security, by its acquisition of any of Security, each Security holder (which for the purposes of this Condition 24 includes each holder of a beneficial interest in any Security) acknowledges, accepts, consents and agrees:

儘管法商東方匯理銀行與任何債券持有人間就特定一檔債券有任何其他條款或其他合意、安排或協議，各債券持有人（為本條件第24條之目的，包括任何債券受益權之持有人）透過取得任一債券，確認、接受、同意並合意下列事項：

- a. to be bound by the effect of the exercise of the Bail-In Powers by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:

受相關處置機構行使內部紓困權之效力所拘束，該效力可能包括並導致下列任一事件（或該等事件之組合）：

- (i) the reduction of all, or a portion, of the Amounts Due on a permanent basis;

到期金額永久之全部或一部減少；

- (ii) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of Crédit Agricole CIB or another person (and the issue to the holder of the Securities of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of such Securities, in which case the holder of such Securities agrees to accept in lieu of its rights under such Securities any such shares, other securities or other obligations of Crédit Agricole CIB or another person;

包括以修訂、修改或變動本債券之條款等方式在內，將到期金額之全部或一部轉換為法商東方匯理銀行或他人之股份、其他證券或其他債務（並向本債券持有人發行該等股份、證券或債務）；於該情況，本債券持有人同意接受法商東方匯理銀行或他人之任何該等股份、其他證券或其他債務，以取代其根據本債券所享有之權利；

- (iii) the cancellation of the Securities;

註銷本債券；

- (iv) the amendment or alteration of the maturity of the Securities or amendment of the amount of interest payable on the Securities, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

包括以於一段臨時期間內暫停支付等方式在內，修訂或變更本債券之到期日，或修改本債券之應付利息金額或應付利息之日；

- b. that the terms of the Securities are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-In Powers by the Relevant Resolution Authority.

本債券之條款可能受相關處置機關行使內部紓困權的影響，且如必要，本債券之條款得經變動，以使該等內部紓困權之行使生效。

- (2) For purposes of this Condition 24:

為本條件第 24 條之目的

Amounts Due means any amount payable under the Securities in accordance with these terms and conditions.

到期金額係指依本發行條件，本債券應付之金額。

Bail-In Powers means any power existing from time to time under any laws, regulations, rules or requirements in effect in France, relating to the transposition of Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and

resolution of credit institutions and investment firms (as amended from time to time, BRRD), including without limitation pursuant to French decree-law No. 2015-1024 dated 20 August 2015 (Ordonnance portant General Conditions 611 diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière) (as amended from time to time, the 20 August 2015 Decree Law), Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (as amended from time to time, Single Resolution Mechanism Regulation), or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of the bail-in tool following placement in resolution or of write-down or conversion powers before a resolution proceeding is initiated or without a resolution proceeding, or otherwise.

內部紓困權係指任何與 2014 年 5 月 15 日歐洲議會暨歐盟理事會關於建立信用機構與投資公司之復原與處置架構之 2014/59/EU 指令（及其隨時之修訂，下稱「BRRD」）相關、且於法國具有效力之法律、法規、規則或規範所生之任何權力，包括但不限於依 2015 年 8 月 20 日頒布之法國第 2015-1024 號令(Ordonnance portant diverses dispositions d'adaptation de la luctions, rules and standards creatopéenne en matière financière)（及其隨時之修訂，下稱「2015 年 8 月 20 日令」）、依 2014 年 7 月 15 日歐洲議會暨歐洲聯盟理事會關於在單一處置機制及單一處置基金之架構下，制定統一規則和統一程序以處置信用機構和特定投資公司並修正 1093/2010 歐盟規則之 806/2014 歐盟規則（及其隨時之修訂，下稱「單一處置規章」），或因其他法國法律所生之權力，及於個別情況下制定之指示、規則及標準所生之權力，依據該等規定，受監管實體（或該受監管實體之關係企業）之債務可能遭減少（一部或全部）、註銷、暫停、移轉、變動或以其他任何方式修改，或一受監管實體（或該受監管實體之關係企業）之證券可能被轉換為該受監管實體或任何其他人之股份、其他證券或其他債務，無論是否與處置安排後內部紓困工具之實施或處置程序開始前（或無處置程序）減記或轉換權之實施有關。

Regulated Entity means any entity referred to in Section I of Article L.613-34 of the French Code monétaire et financier as modified by the 20 August 2015 Decree Law, which includes certain credit institutions, investment firms, and certain of their parent or holding companies established in France.

受監管實體係指經 2015 年 8 月 20 日令修訂之法國貨幣及金融法（Code

monétaire et financier) 第 1 節第 L.613-34 條所指之任何實體，包括於法國設立之特定信用機構、投資公司，以及若干前述信用機構及投資機構之母公司或控股公司。

Relevant Resolution Authority means the Autorité de contrôle prudentiel et de résolution (the ACPR), the Single Resolution Board established pursuant to the Single Resolution Mechanism Regulation, and/or any other authority entitled to exercise or participate in the exercise of any Bail-In Powers from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation).

相關處置機關係指法國審慎監理及處置機關 (Autorité de contrôle prudentiel et de résolution)、依單一處置機制規章 (Single Resolution Mechanism Regulation) 設立之單一處置董事會 (Single Resolution Board) 及／或有權隨時行使或參與行使任何內部紓困權之任何其他機關 (如依單一處置機制規章第 18 條行事時，包括歐盟理事會及歐盟執行委員會)。

25. Matters not specified herein shall be governed by the "Regulations Governing Foreign Bank Branch Issuance of NTD Bank Debentures" and applicable laws and regulations relating thereto.

本發行條件未盡事宜，悉依「外國銀行在臺發行新臺幣金融債券辦法」及相關法令辦理。