

**Natixis Taipei Branch
Terms and Conditions for the
Unsecured Senior Preferred New Taiwan Dollars Green Bonds (the "Securities")**

**法商法國外貿銀行股份有限公司台北分公司
113年度第1期無擔保主順位新台幣金融債券（「本債券」）**

發行辦法

法商法國外貿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113年3月29日金管銀外字第1130208807號函核准及財團法人中華民國證券櫃檯買賣中心中華民國113年5月17日證櫃債字第1130061797 函綠色債券資格認可，以下列發行條件發行新臺幣綠色債券（下稱「本債券」）：

1. Issuer: Natixis Taipei Branch (the "Issuer").

發行人：法商法國外貿銀行股份有限公司台北分公司（下稱「發行人」或「本分行」）。

2. Aggregate Nominal Amount: 1,200,000,000 New Taiwan Dollars (the "NTD")

發行總額：新臺幣十二億元。

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

發行價格：按面額，即本債券發行總額之百分之百。

4. Specified Currency and Denomination: NTD10,000,000.

指定幣別及面額：新臺幣一千萬元。

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

債券形式及種類：本債券為記名式之金融債券，採無實體發行。本債券將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, senior preferred (subject to the provisions of the negative pledge below) 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、主順位、優先受償、無擔保債務，該等債務彼此間之受償順位相同（取決於前述且法定優先債務除外），地位等同發行人隨時流通在外之所有其他無擔保債務（如有次順位債務，則優於次順位債務）。

Please note that the Securities are bail-in eligible debt instrument. The bail-in clauses are provided in Paragraph 26 below.

投資人請注意，本債券屬於適用內部紓困(bail-in)之債務工具。關於內部紓困(bail-in)之條款請見下方第26項。

The Issuer undertakes that, so long as any of the Securities relating to them remains outstanding, it will not create or permit to subsist any mortgage, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt (as defined below) or any guarantee of or indemnity by the Issuer in respect of any Relevant Debt, unless at the same time or prior thereto the Issuer's obligations under the Securities: (A) are secured equally and therewith; or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an extraordinary resolution of the Securities holders. For the avoidance of doubt, the Issuer shall not be obligated to provide collateral in respect of any series of Securities in relation to any action taken pursuant to (B) above.

發行人承諾，只要與本債券相關的任何本債券仍未償還，其將不會在其現在或未來的全部或任何部分的事業、資產或收入上設立或允許維持任何抵押、質押、留置權或其他形式的負擔或擔保權益，以擔保發行人與任何相關債務（定義如下）有關之任何相關債務、保證或賠償，除非發行人對於本債券之義務同時或在此之前：(A) 已同等地獲擔保；(B) 享有本債券持有人經過特別決議核准的其他擔保、保證、賠償或其他安排的利益。為避免疑義，發行人對於依據上述(B)所採取的任何行動並沒有義務就本債券之任何系列提供擔保品。

For the purposes of the above paragraph, **Relevant Debt** means present or future indebtedness in the form of, or represented by, bonds, notes, debentures, or other securities which are for the time being, or are capable of being, listed or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.

為了上一段之目的，**相關債務**係指以債券、票據、公司債券或目前（或能夠）在任何證券交易所、店頭市場或其他證券市場掛牌上市或進行一般交易的其他證券之形式或所表現之現在或未來之債務。

7. **Tenor:** Five years

發行期限：五年。

8. **Issue Date:** 21 November 2024

發行日：西元(下同)2024年11月21日。

9. **Maturity Date:** 21 November 2029

到期日：西元2029年11月21日。

10. **Interest:**

利息：

- (1) Interest Rate: 2.00% per annum

利率：年利率百分之2.00。

- (2) Interest Payment Date: Annually on 21 November in each year commencing on 21 November 2025 up to (and including) the Maturity Date, subject to the Business Day Convention without adjustment to the Interest

付息日：每年11月21日，自西元2025年11月21日起至到期日（含當日）止，依營業日原則調整，惟利息不調整。

- (3) Day Count Fraction: Actual/Actual (Unadjusted)

計息日基準：實際天數 / 實際天數（不調整）。

- (4) Business Day Convention: Following

營業日原則：順延營業日慣例。

11. **Sales Method and Selling Restrictions:** The Issuer will not appoint underwriter(s) to sell the Securities in a public offering. The Issuer will appoint the financial advisor(s) to sell the Securities via negotiated sale(s). The Securities shall only be sold to “Professional Institutional Investors” defined under Article 3, Paragraph 3, Subparagraph 1 of the “Regulations Governing Offshore Structured Products”. 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 Taiwan.

銷售方法及銷售限制：發行人將不委託承銷商對外公開銷售本債券。發行人將委託財務顧問洽商銷售。本債券僅限於銷售予境外結構型商品管理規則第3條第3項第1款所定「專業機構投資人」。本債券無意且不應向任何中華民國境外投資人募集、銷售或提供。

12. **Use of Proceeds:** The net proceeds from the issue of Securities will be used to fund offshore wind farm projects and renewable energy infrastructure development in Taiwan in accordance with Article 4, Paragraph 1, Subparagraph 1 of the “Regulations Governing Foreign Bank Branch Issuance of NTD Bank Debenture”, and may not be converted into foreign currency.

資金用途：本債券發行所得淨資金將使用於「外國銀行在臺分行發行新臺幣金融債券辦法」第4條第1項第1款規定所述臺灣境內離岸風力發電專案及再生能源基礎設施開發之放款，且不得兌換為外幣使用。

13. **Redemption on the Maturity Date or the Early Redemption Date:**

到期日或提前贖回日之贖回：

- (a) **Redemption on the Maturity Date**

到期日之贖回

Unless previously redeemed, purchased or cancelled as provided below, the Securities shall be redeemed on the Maturity Date at 100 per cent of the Aggregate Nominal Amount of such Securities.

除按以下規定提前贖回、購買或註銷，本債券應於到期日依本債券發行總額之百分之百贖回。

(b) Redemption for taxation reasons

因稅務原因贖回

If by reason of any change in Taiwanese law or the official application or interpretation of such law, becoming effective after the Issue Date in respect of the relevant series of Securities, the Issuer would, on the occasion of the next payment of principal or interest due in respect of the Securities, not be able to make such payment without being liable to pay tax related additional amounts or otherwise incur any tax related costs and expenses in respect of such payment, the Issuer may, at its option, at any time, subject to having given not more than 20 Taipei Banking Business Days' prior notice to the Securities holders (which notice shall be irrevocable), in accordance with Paragraph 14 (Notices) below, redeem all, but not some only, of the Securities at their Early Redemption Amount (together with any interest accrued to the date set for redemption) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without being liable to pay such tax related additional amounts, costs and expenses.

如因本債券相關期別之發行日後生效之臺灣法律或該法律之正式解釋或適用之任何改變，導致發行人在下次支付本債券的到期本金或利息時，將無法在不承擔支付稅務相關額外金額或以其他方式承擔與該付款有關的任何稅務相關成本和開支的情況下進行付款，發行人得自行選擇隨時依下述第14項（通知）之規定，給予本債券持有人不超過二十個臺北銀行營業日之事先通知（該通知不可撤回），按其提前贖回金額加計截至贖回日之任何應計利息，贖回本債券之全部而非一部，惟依本規定得為通知之贖回日不得早於發行人無須支付該等稅務相關額外金額、成本及費用即得支付本息之最後可行日期。

Early Redemption Amount means, in respect of any Securities, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency to be the fair market value of such Securities based on the market conditions prevailing at the date of determination, and adjusted to account fully for any reasonable expenses or costs to the Issuer of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any options, swaps or other instruments of any type whatsoever hedging the Issuer's obligations under the Securities). For the purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable separately but shall be taken into account in calculating the fair market value of each Securities.

提前贖回金額係指，就任何本債券而言，由計算代理機構全權決定，基於決定日當時之市場狀況，以指定幣別計價之本債券公平市價，並經調整以充分反映發行人了結任何標的及/或相關避險及融資安排（包括但不限於任何選擇權、交換或其他就發行人因本債券所負義務進行避險之任何類型工具）所生之任何合理費用或成本後之金額。為了決定提前贖回金額之目的，任何未付之應計利息不應另行支付，但應在計算本債券公平市價時納入考量。

(c) Redemption for Illegality

因違法事件贖回

The Issuer shall have the right to redeem all, but not some only, of the Securities, if, in the opinion of the Issuer: (i) it is or will become unlawful for it to perform or comply with any one or more of its obligations under such Securities; or (ii) any Hedging Arrangements have or will become illegal in whole or in part (an “**Illegality Event**”). Upon the occurrence of an Illegality Event, the Issuer may, at its option, at any time, subject to having given not more than 20 Taipei Banking Business Days’ prior notice to the Security holders (which notice shall be irrevocable), in accordance with Paragraph 14 (*Notices*) below, redeem all, but not some only, of the Securities at their Early Redemption Amount (together with any interest accrued to the date set for redemption) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could lawfully make payment of principal and interest irrespective of the Illegality Event.

發行人應有權贖回本債券之全部而非僅一部，若發行人認為：(i) 其履行或遵守依本債券所負之任何一項或多項義務為不合法或將使其成為不合法；或 (ii) 任何避險安排之全部或一部已成為或將成為不合法（下稱「**違法事件**」）。發生違法事件時，發行人得自行選擇隨時依下述第14項（*通知*）之規定，給予本債券持有人不超過20個臺北銀行營業日之事先通知（該通知不可撤回），按其提前贖回金額加計截至贖回日之任何應計利息，贖回本債券之全部而非一部，惟依本規定得為通知之贖回日不得早於發行人不考量違法事件時得合法支付本息之最後可行日期。

Hedging Arrangements means any hedging arrangements entered into by the Issuer (and/or its affiliates) or any entities which are relevant to the Hedging Arrangements at any time with respect to the Securities, including without limitation the purchase and/or sale of any securities, any options or futures on such securities, any depositary receipts in respect of such securities and any associated foreign exchange transactions.

避險安排係指發行人（及/或其關係企業）或於任何時候與本債券避險安排有關之任何實體所為之任何避險安排，包括但不限於購買及/或出售任何證券、以該等證券為標的之任何選擇權或期貨、與該等證券有關之任何存託憑證及任何相關之外匯交易。

(d) Redemption for Force Majeure Event

因不可抗力事件贖回

If the Issuer determines that a Force Majeure Event has occurred, the Issuer may redeem all, but not some only, of the Securities at the [Fair Market Value] by giving notice to the Securities holders in accordance with Paragraph 14 (*Notices*).

如發行人認為不可抗力事件已發生，發行人得依第14項（通知）規定通知本債券持有人，按[公平市價]贖回本債券之全部而非僅一部。

For these purposes, **Fair Market Value** means the fair market value of the Securities determined by the Calculation Agent in its sole and absolute discretion, based on the market conditions prevailing at the date of determination, including accrued but unpaid interest and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements of the Issuer and/or any of its affiliates, expressed as a percentage of the Aggregate Nominal Amount.

就該等目的而言，**公平市價**係指由計算代理機構全權決定，基於決定日當時之市場狀況所決定之公平市價，包括已產生但尚未支付之利息，並經調整以充分反映發行人及/或其關係企業了結任何標的及/或相關避險及融資安排所生之任何合理費用或成本後之金額，以發行總額之百分比表示。

(e) Issuer Discretion

發行人決定權

Upon the occurrence of any event or circumstances (howsoever described) that could constitute an event or circumstances (as the case may be) under more than one of the circumstances set out in Paragraphs 13(b) – (d) (inclusive) above and Paragraphs 23(1) and 23(2) below, such event shall be treated in accordance with the terms of such Paragraphs as the Issuer may in its reasonable discretion elect and such election shall be conclusive and binding on the Principal Paying Agent, the Calculation Agent and the relevant Security holders.

任何事件或情況（無論如何描述）發生而可構成上開第13 (b) 至 (d)（含）項及下述第 23 (1) 及 23 (2) 項所列之多於一種之事件或情況（視情況而定）時，該事件應按發行人合理選擇之條款處理，且該選擇對還本付息代理機構、計算代理機構及本債券持有人應具決定性及拘束力。

14. **Notices:** Notices to Securities holders may be given by delivery of the relevant notice to the relevant clearing system, except that, so long as the rules of Taipei Exchange so require, notices shall also be published as required by such rules.

通知：對本債券持有人所為通知，得將相關通知發送至相關清算系統，而為送達；惟如櫃買中心另有規定，通知亦應依該等規定公布。

15. **Business Day:** A day on which the merchant banks and the foreign exchange markets are

generally open for the settlement of payments and are open to exercise their general activities (including foreign exchange transactions and currency deposit transactions) in Taipei (“**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 payments and/or principal repayment will be made on the next Taipei Banking Business Day and no interest will be accrued for such postponement.

營業日：位於臺北之商業銀行及外匯市場就支付結算及辦理一般業務活動（包括外匯交易及貨幣存款交易）普遍開放營業之日（簡稱「**臺北銀行營業日**」）。本債券之付息日（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，且不另計付遲延利息。

16. **Principal Paying Agent:** CTBC Bank 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.

還本付息代理機構：中國信託商業銀行擔任本債券之還本付息代理機構，將透過臺灣集保結算所之系統，依臺灣集保結算所提供之本債券持有人名冊資料，辦理還本付息事宜。

17. **Calculation Agent:** The Issuer acts as the Calculation Agent for the Securities.

計算代理機構：發行人擔任本債券之計算代理機構。

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

掛牌處所：本債券將於發行日在櫃買中心掛牌。

19. **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 Paragraph 11 (Sales Method and Selling Restrictions) above, the Securities can be freely transferred, assigned, or provided for security.

本債券除受上開第11項「銷售方法及銷售限制」之規定外，得自由買賣、轉讓及供擔保。

- (2) The issuance, transfer, provision as security or cancellation of the Securities 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 any time, 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 wherefrom (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

If any of the following events (each, an **Event of Default**) occurs and is continuing, any Securities holder may give written notice to the Issuer at the specified office effective upon receipt thereof by the Issuer that the Securities held by such Securities holder are immediately payable, whereupon the Redemption Amount (as defined below) of such Securities together with accrued interest (where applicable) to the date of payment shall become immediately due and payable unless in all cases prior to the time when the Issuer receives such notice all Events of Default in respect of the Securities shall have been cured:

如下列任何事件（下各稱「**違約事件**」）發生並存續，任何本債券持有人得按指定營業處所，向發行人發送書面通知（自發行人收受通知之日起生效），告知該本債券持有人持有之本債券應立即到期，且本債券贖回金額（定義如後）加計截至支付日止之應計利息（如適用）應立即到期且應支付，除非本債券有關之所有違約事件在發行人收受該通知之前即已補正：

- (i) default in any payment of principal of, or interest on, any Securities including the payment of any additional amounts pursuant to Paragraph 21 (*Taxation*) (if applicable), when and as the same shall become due and payable, if such default shall not have been cured within 15 days thereafter;

發行人未按期如數支付本債券到期且應支付之任何本金或利息，包括依第21項（稅務）規定應付之任何額外金額，且該等違約情事於發生後十五日內仍未補正；

- (ii) default by the Issuer in the due performance of any other obligations under the Securities, if such default shall not have been cured within 60 days after receipt by the Issuer of written notice of default given by such Securities holder; if any other indebtedness of the Issuer for borrowed money becomes due and repayable prematurely by means of an event of default in relation thereto or the Issuer fails to make any payment in respect thereof on the due date for such payments, as extended by any applicable grace period or the security for any such other payment becomes enforceable, provided that the provisions of this paragraph (ii) shall not apply: (a) where the aggregate amount which is payable or repayable as aforesaid is equal to or less than €50,000,000 (or its equivalent in other currencies); or (b) where such default is due to a technical or settlement failure beyond the control of the Issuer, provided that such default is remedied in 7 days; or (c) the Issuer has disputed in good faith that such indebtedness is due and payable or that such security is enforceable and such dispute has been submitted to a competent court, in which case default in payment or security becoming enforceable shall not constitute an event of default hereunder so long as the dispute shall not have been finally adjudicated;

發行人就適當履行依本債券所負之任何其他義務方面違約，且該違約行為於發行人收受本債券持有人發送之書面違約通知後六十日內仍未補正；如發行人之任何其他借款債務因與其有關之違約事件而變成提前到期且應支付，或發行人未能在付款到期日（經任何適用的寬限期延長）支付任何款項，或任何該等其他款項之擔保成為可受執行之標的；惟此第(ii)項之規定不應適用於下列情形：(a) 上述應付或應償還之總金額等於或少於50,000,000歐元（或以其他幣別計價之等值金額）；或(b) 如該違約情事係因發行人無法控制之技術性或結算失敗所致，惟該違約情事應於7日內獲得補正；或(c) 發行人已善意地爭執該債務是否到期應付或該擔保是否得受執行，且該爭議已向管轄法院提出，於此情形，只要該爭議之判決尚未確定，付款之違約或擔保成為可受執行標的皆不構成此處所稱違約事件；

- (iii) a judgment is rendered for the judicial liquidation (*liquidation judiciaire*) or for the transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or the Issuer makes any conveyance for the benefit of, or enters into any agreement with, its creditors or is subject to any insolvency or bankruptcy proceedings; and

法院判決發行人應為法定清算或移轉其全部營業，或發行人為其債權人之利益進行轉讓或與其債權人簽訂協議，或發行人處於任何無力清償或破產程序；及

- (iv) the Issuer sells, transfers, lends or otherwise disposes of, directly or indirectly, the whole or a substantial part of its undertaking or assets, or the Issuer enters into, or commences any proceedings in furtherance of, forced or voluntary liquidation or dissolution, except in the case of a disposal of all or substantially all of the Issuer's assets in favour of, a legal entity organized in the European Union, which simultaneously assumes (by operation of law or by express agreement) all of or substantially all of the Issuer's liabilities including the Securities.

發行人直接或間接出售、轉讓、出借或以其他方式處分其全部或主要部分之營業或資產，或發行人進入或開啟促成強制或自願清算或解散之任何程序；惟發行人為了在歐盟組織設立之法人之利益，處分其全部或主要部分資產，且該法人同時（依法律或依明示約定）承受發行人包括本債券在內之全部或主要部分債務者，不在此限。

Redemption Amount means the Final Redemption Amount or the Early Redemption Amount, as the case may be.

贖回金額係指最終贖回金額或提前贖回金額，視情形而定。

20. Governing Law and Jurisdiction:

準據法及管轄法院

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.

準據法為中華民國法律。台灣台北地方法院就因本債券而生或與本債券有關之任何爭議（包括因本債券而生或與本債券有關之任何非契約義務之爭議）具有第一審管轄權，因此，因本債券而生或與本債券有關之訴訟、行動或程序（合稱「訴訟程序」）（包括因本債券所生或與本債券有關之任何非契約義務之訴訟程序）皆應提交於該法院審理。

21. **Taxation:**

稅捐

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.

發行人依此發行要點支付利息予債券持有人時，將依中華民國所得稅法及相關規定扣繳所得稅。

22. **Information regarding Green Bond:**

有關綠色債券之資訊

The Issuer will apply for the green bonds accreditation from Taipei Exchange. The operations of the Securities will be pursuant to Taipei Exchange Operation Directions for Sustainable Bonds and Natixis Taipei Branch Green Bond Framework (the “**Framework**”) as set out in Appendix 1.

發行人將向櫃買中心申請綠色債券資格認可。本債券之作業將遵循「財團法人中華民國證券櫃檯買賣中心永續發展債券作業要點」及本發行要點附錄I之法商法國外貿銀行台北分行綠色債券計畫（Natixis Taipei Branch Green Bond Framework，下稱「**綠色債券計畫**」）。

Below is a summary of the Framework:

以下為綠色債券計畫之摘要：

- (1) Summary of relevant information within the context of the Issuer’s overarching sustainability strategy
發行人之整體永續發展策略概要資訊

Natixis Corporate and Investment Banking (“**Natixis CIB**”) is part of the Global Financial Services division of Groupe BPCE. Natixis CIB is a leading global financial institution that provides advisory, investment banking, financing, corporate banking and capital markets

services to corporations, financial institutions, financial sponsors and sovereign and supranational organizations worldwide. The teams of experts in close to 30 countries advise clients on their strategic development, helping them to grow and transform their businesses, and maximize their positive impact.

法國外貿銀行之法人與投資銀行業務（下稱「Natixis CIB」）隸屬於 BPCE 集團全球金融服務部門。本銀行是一間領先的全球金融機構，在世界各地為公司、金融機構、財務贊助商、主權國家及超國家組織提供諮詢、投資銀行、融資、法人金融及資本市場服務。Natixis CIB 遍佈於近 30 個國家的專業團隊為客戶的策略發展提供建議，幫助其成長以及進行業務轉型，並最大程度地發揮其正面影響。

As a pioneer in green and sustainable finance, Natixis CIB helps its clients to reduce the environmental impact of their activities, in particular through its expertise in the “Green & Sustainable Hub”. It is committed to aligning its own financing portfolio with a net zero trajectory by 2050. It doubled its revenues from green and sustainable activities between 2017 and 2020 and aims to multiply them by 1.7 between 2020 and 2024. Furthermore, to support BPCE’s net zero emissions trajectory commitment, Natixis CIB pledges the alignment of its balance sheet and its investments on a net zero trajectory in line with the Paris Agreement based on its Green Weighting Factor methodology.

作為綠色和永續金融領域的先驅，Natixis CIB 幫助客戶減少其活動對環境的影響，特別是透過行內「綠色和永續發展中心」的專業知識，致力於在 2050 年前使本身的融資組合達成淨零軌跡目標。於 2017 年至 2020 年期間，法國外貿銀行綠色和永續融資活動的收入增加了一倍，並設定目標，計畫在 2020 年至 2024 年期間將相關收入成長 1.7 倍。此外，為了支持 BPCE 集團的淨零排放軌跡承諾，Natixis CIB 承諾根據與《巴黎協定》一致的淨零軌跡，利用綠色權重因子的方法調整資產負債表和投資。

As part of its 3 strategic ambitions by 2024, Natixis CIB has outlined the ambition to “Be its clients’ go-to-financial partner of its clients for their energy transition:

作為 2024 年 三個策略目標之一部分，Natixis CIB 概述了「成為客戶能源轉型之首選財務合作夥伴」之目標：

- (a) Embrace its role as a go-to-adviser and financial partner and support its clients in their energy transition strategy;
作為首選顧問和財務合作夥伴的角色，支持客戶的能源轉型策略；
- (b) Align its portfolio with a net-zero emissions trajectory by 2050, by leveraging the Green Weighting Factor; and
利用綠色權重因子，使投資組合與 2050 年淨零排放軌跡保持一致；及
- (c) Broaden the transition dynamic beyond the energy sector and its approach beyond climate to embrace social, natural resources and biodiversity trends.

擴大能源部門以外的轉型活動範疇，並納入氣候以外的考量，以適應社會、自然資源和生物多樣性的趨勢。

(2) Criteria used for investment project selection
選擇投資計畫項目所採用之標準

The Framework has been designed in accordance with the Green Bond Principles 2021 (with June 2022 Appendix) as published by the International Capital Market Association. In accordance with the Principles, and for each green financing instrument, the Issuer asserts that it will align with the Taipei Exchange Operation Directions for Sustainable Bonds and follow the 4 key pillars outlined in this document:

此綠色債券計畫是依據國際資本市場協會發布的 2021 年綠色債券原則¹（包含其 2022 年 6 月附錄）所設計。依據此原則，針對各綠色融資工具，發行人認為此綠色債券計畫將與「財團法人中華民國證券櫃檯買賣中心（以下簡稱櫃檯買賣中心）永續發展債券作業要點」相符，並遵循本文件中所描述的四項核心架構：

- (a) Use of Proceeds;
資金運用；
- (b) Project Evaluation and Selection;
合格資產評估與篩選流程；
- (c) Management of Proceeds; and
資金運用計畫；及
- (d) Reporting.
報告

The Framework and the applicability of the Framework may be subsequently revised or updated as the Groupe BPCE's sustainable funding strategy evolves.




隨著 BPCE 集團永續融資策略之發展，綠色債券計畫及其適用標準可能之後會修訂或更新。

(3) Description of the projects and of the evaluation of their green or social benefits
投資計畫及其環境或社會效益評估

The proceeds from the issue of the Securities will be used for the financing or refinancing of loans for the design, construction, modernization, operation, acquisition, installation, repurposing, retrofit and maintenance of energy generation assets, aligning with Taipei Exchange Operation Directions for Sustainable Bonds. When process are used for refinancing, the eligible projects shall be verified by external reviewer. The eligible project category, projects and estimated impact are listed in the following table:

¹ <https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/green-bond-principles-gbp/>

預計發行之綠色債券所募得資金將運用於本行客戶之融資與再融資，包含債券發行後之新增放款以及既有放款，上述融資均符合本計畫書合格資產之內容。其資金須運用於再生能源設備的設計、興建、更新、營運、收購、安裝、改裝、翻修、維護等，且符合「櫃檯買賣中心永續發展債券作業要點」之規定。若所募得資金，運用於債券發行前已撥貸之放款，該項目須以評估機構得以驗證為限。預計主要合格資產類別、項目及環境效益評估等如下表所示：

綠色合格資產類別	計畫項目	對應聯合國永續發展目標	預期產生環境效益暨歐盟環境目標
再生能源及能源科技發展	陸上或海上之風力發電設備專案的設計、興建、更新、營運、購置等	   目標 7 可負擔的清潔能源 目標 9 產業、創新與基礎設施 目標 13 氣候行動	透過協助發展再生能源，減少電力生產過程中的溫室氣體排放，減緩氣候變遷

(4) Process for project evaluation and selection 合格資產評估與篩選流程

All potential Eligible Assets (as described above) go through the standard credit process of Natixis CIB, which has been designed to ensure compliance with applicable national rules and regulations, credit risk analysis, Know Your Customer processes and prevention of money laundering, anti-bribery and prevention of corruption policy and sanctions policy. Only assets approved in the regular credit process can be eligible for the Securities. The eligible pool of loans will be selected by the Portfolio Management department.

所有潛在的合格資產皆須經過本行的標準徵授信程序，該程序旨在確保其遵守適用的國家法規、信用風險評估、完成認識客戶流程以確保遵循防制洗錢、反賄賂、反腐敗和制裁政策等相關適用法規。經過徵授信程序中獲批准的合格資產始得成為綠色債券資金運用標的。投資組合管理部門負責選擇及管理合格資產。

To ensure that the selected assets align with the objectives, oversight responsibilities will be held by the Sustainable Development Funding Committee of BPCE Group. The committee is chaired by the Group's financial and treasury director and includes senior management from various departments, such as impact department, asset/liability management, Green & Sustainable Hub, Global Markets, and senior executives from within the Group's banks. The committee conducts regular quarterly reviews of the selection and recognition of eligible assets.

環境為確保選擇之資產符合本計畫書之項目，監督責任將由BPCE集團永續發展資金運用委員會(Sustainable Development Funding Committee，以下稱委員會)負責，該委員會由BPCE集團財務及資金主管主持，成員包括多個部門高階管理人員，如影響部、資產負債管理部、綠色與永續發展金融部、環球市場處及集團內各銀行高階主

管等。委員會每季定期檢視合格資產的選擇與認列情況。

The consideration of Environmental, Social and Governance (“ESG”) risks is part of a global approach involving the business lines, Corporate Social Responsibility (“CSR”) and Control functions. ESG criteria have been incorporated into the Group’s risk policies to take into account the impact of the activities it finances. Additional Environmental & Social risk assessments are performed as part of the process for asset evaluation and selection of wind power projects, notably in the context of project financing of infrastructure projects.

對環境、社會和治理（「ESG」）風險之考量是全球方法之一部分，其涉及業務線、企業社會責任和控制功能。ESG 標準已納入集團之風險政策，藉此考量受集團資助活動所造成之影響。額外的環境及社會風險評估則會作為風電專案之資產評估及篩選程序之一部分，特別是在基礎設施²之專案融資³中。

As a signatory of the Equator Principles, Natixis CIB applies a recognized methodology aiming to assess the environmental and social risks of the projects financed and the management of its risks by customers regardless of their sector of activity. Natixis CIB has applied the amended version of the Equator Principles (EP IV Amendment) since October 2020 which reinforces the integration of climate change in the environmental impact analysis of major projects.

Natixis CIB 作為赤道原則⁴之簽署方，不論客戶業務活動為何，皆採用公認的方法評估專案融資中的環境與社會風險。Natixis CIB 自 2020 年 10 月起即適用赤道原則修訂版（赤道原則 IV 修正案），該修訂版加強將氣候變遷納入重大計畫之環境影響分析。

All of these systems, including CSR policies in the most sensitive sectors⁶, the application of the Equator Principles to project financing and the assessment of ESG risks as part of Environmental and Societal Responsibility screening, enable Natixis CIB to comply with the legislative obligation.

透過以上控制及評估措施，應用企業社會責任政策規範敏感產業⁵、以赤道原則規範專案融資，並進行環境社會風險審查（ESR screening）和評估 ESG 風險等，本行得以履行相關法令⁶要求之盡職調查責任。

(5) Management of proceeds 資金運用計畫

² Infrastructure projects can be defined as (i) large long-term physical assets that provide essential products or services, (ii) limited or no competition and high barriers to entry, (iii) operating in a regulated sector.

基礎建設專案可定義為 (i) 提供基本產品或服務之大型長期有形資產，(ii) 有限度之競爭或無競爭，且具有高進入門檻，(iii) 經營受監管之行業。

³ Project finance generally entails a project (or group of projects) isolated within a fixed-term SPV (Special Purpose Vehicle) created for the construction (greenfield) or management (brownfield) of the financed projects.

專案融資通常有為了融資專案之建造（綠地）或管理（棕地）而創建之固定期限特殊目的公司內隔離的一個專案（或一系列專案）。

⁴ <https://equator-principles.com/>

⁵ 法國外貿銀行敏感行業政策

⁶ LOI n° 2017-399 du 27 mars 2017 relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre

An amount equal to the net proceeds of the Securities issued is earmarked to a portfolio of Eligible Assets identified in Natixis CIB. Internal processes are implemented to track Eligible Assets in Natixis CIB and to ensure that the net proceeds from the issuance of the Securities are used to fund Eligible Assets.

本行發行的綠色債券所募集款項淨額的等值金額，將被運用於本行確定合格資產組合之指定放款。本行建立內部作業流程，以控管符合條件的資產，並確保綠色債券募集資金僅用於合格資產之授信融資。

Unallocated amount (if any), at the time of issuance or during the lifetime of the Securities will be invested in cash and short-term liquid investments in accordance with Groupe BPCE liquidity policy, until additional Eligible Assets are available.

若發行募得資金未完全分配至合格資產，本行將根據BPCE集團的流動性管理政策，將未使用之資金將運用於現金及短期高流動性投資，不得轉作其他放款用途或另行使用。直至分配至符合綠色債券計畫之合格資產。

The portfolio of Eligible Assets is updated at least annually to include any new Eligible Asset, and to remove any Eligible Asset that has been repaid or that has ceased to be eligible. Eligible Assets in the portfolio are accounted for their outstanding capital and in case of partial or complete redemption of an Eligible Asset, the eligible value in the portfolio will decline similarly. The portfolio of Eligible Assets is screened for normal and early repayments and will be replenished with additional Eligible Assets if necessary and until the maturity of the Sustainable Funding Instruments. In case of divestment of any Eligible Asset, or if any Eligible Asset fails to ensure continued alignment with the applicable eligibility criteria of the applicable renewable energy methodology, it will be replaced with new Eligible Asset(s) as soon as reasonably practicable.

合格資產之投資組合至少每年度更新一次，更新時將納入新符合條件的資產，同時移除已償還或不再符合資格的資產。在投資組合中，部分或全部的合格資產可能會提前償還，導致投資組合中的合格資產餘額減少。本行將對合格資產組合進行正常時程或提前償還的情況進行篩檢，並在必要時進行額外的合格資產置換，直至綠色債券到期。若原合格資產被出售或不再符合綠色合格資產類別的標準⁷，本行將在合理可行的範圍內盡快替換新的合格資產。

- (6) Matters relating to reporting on post-issuance management of proceeds (which is required to include a description of the allocation of the proceeds and the substantive environmental benefits of the green projects, the substantive social benefits of the social projects, and the frequency of disclosures and the indicators used to measure the aforesaid benefits)

發行後資金運用報告之相關事項（應包含資金運用情形及其綠色投資計畫之

⁷ BPCE集團可再生能源合格分類方法

實質環境效益、社會投資計畫之實質社會效益，以及前述效益之公告頻率與衡量指標）

During the life of the Securities or the period of allocation of the proceeds raised by the Securities, the Issuer will enter the report on the allocation of the proceeds into the Internet information reporting system designated by the Taipei Exchange, within 30 days from the date of public disclosure of the annual financial report. The report will include:

發行人應於本債券存續期間或所募資金運用期間，於年度財務報告公告後三十日內，將資金運用報告輸入櫃買中心指定之網際網路資訊申報系統。該等報告並將包含：

- (a) Allocations by eligible project category;
於各合格授信專案分配所募資金之情況；
- (b) Share of proceeds allocated to financing or refinancing;
募集資金動撥於融資或再融資的比例；
- (c) Yet to be allocated amount of cash or cash equivalents; and
未使用之募集資金的現金或等同現金金額；及
- (d) Relevant environmental and/or social key performance indicators (outputs and/or impacts, where feasible).
相關的環境衡量指標(產出和(或)影響，如適用)

The impact indicators of the eligible projects include, but not limited to:
綠色合格資產之預計效益衡量指標如下表：

Eligible Green Project Category 綠色合格資產類別	Impact Indicators 預期效益衡量指標
Renewable Energy 再生能源及能源科技發展	<ul style="list-style-type: none">• Number of Projects 再生能源專案數量(件)• Installed Capacity (MW) 裝載量能(千瓩)• Aggregated output (MWh) 總產出(千瓩/小時)• GHG emissions reduced/avoided (in tonnes of CO2 equivalent) 減排/避免溫室氣體(換算為公噸二氧化碳當量)

Note: The above impact indicators of eligible green projects are estimated, and the actual impact indicators might be adjusted according to the use of proceeds.

註：上述綠色投資效益衡量指標為預計內容，未來實際衡量之指標將視實際資金運用情況調整。

- (7) External Review
外部評估報告

(a) Pre-Issuance

發行前

According to Taipei Exchange Operation Directions for Sustainable Bonds, Natixis CIB will engage with an external reviewer to provide an external review on the Framework. The external review will be published on Taipei Exchange website.

依「櫃檯買賣中心永續發展債券作業要點」，本行委託評估機構就本計畫書出具評估報告。評估報告將提交至櫃檯買賣中心指定之網路資訊申報系統。

(b) Post-Issuance Verification

發行後之驗證

According to Taipei Exchange Operation Directions for Sustainable Bonds, Natixis CIB's green bond issuance reporting will also be subject to verification by an external auditor yearly and in case of any material changes to the allocation. The auditor will verify:

倘若資金用途分配項目有任何重大變更時，需由評估機構再次進行驗證。

依「櫃檯買賣中心永續發展債券作業要點」，本行的資金運用報告於所募資金全數使用完畢後，將接受評估機構進行驗證確保本行對本計畫書、作業要點及原則之遵循。該審查評估機構將驗證：

(i) The compliance of loans (re)financed under the Framework with eligibility criteria defined in the section of Use of Proceeds. All loans satisfying such criteria shall be hereinafter referred to as “**Eligible Loans**”;

依據綠色債券計畫提供之（再）融資之放款是否遵循框架中關於「資金用途」所定之資格標準。所有符合該標準之貸款下稱「**合格貸款**」；

(ii) Allocated amount related to the Eligible Loans (re)financed by the Securities; and 關於本債券提供（再）融資之合格放款之運用金額；及

(iii) The management of proceeds and unallocated proceeds amount.

資金之管理及未運用之資金金額

The external auditor's assurance reports will be available on Taipei Exchange's website, and the reporting should be within 30 days after public disclosure of annual financial report.

評估機構之評估報告將於年度財務報告公告後三十日內提交至櫃檯買賣中心指定之網路資訊申報系統。

23. Purchase and Cancellation

購買及註銷

(1) Purchases
購買

The Issuer, or any of its affiliates, may at any time purchase Securities in the open market or otherwise at any price. All Securities so purchased may be held and resold in accordance with applicable laws and regulations. Any Securities purchased by an affiliate of the Issuer may be so purchased by it for its own account or for, and on behalf of: (i) the Issuer; or (ii) another person.

發行人或其任何關係企業得隨時在公開市場或他處以任何價格購買本債券。所有依此購買之本債券得依據相關法律及法規持有及轉售。發行人之關係企業得為自身、或為 (i) 發行人或 (ii) 其他人而購買本債券。

(2) Cancellation
註銷

All Securities purchased for cancellation by, or on behalf of, the Issuer shall be cancelled.

所有由發行人或代表發行人為了註銷而購買之本債券皆應予以註銷。

All Securities, which are redeemed, repurchased or purchased for cancellation by the Issuer, will forthwith be cancelled. All Securities so cancelled and any Securities purchased and cancelled cannot be reissued or resold and the obligations of the Issuer in respect of any such Securities shall be discharged. Any Securities purchased by an affiliate of the Issuer for its own account need not be surrendered for cancellation and may be resold.

所有經發行人除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，且發行人與該等債券相關之義務將因此免除。發行人之關係企業為了自身而購買之本債券不必提出註銷，且該等債券得轉售。

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。

24. Others
其他規定

- (1) Rating: The credit rating of Natixis obtained from [S&P] on [15 July 2024] is [A+]. The rating of Natixis would be adopted for this Securities issuance, and the investor should be fully aware of the risk related to the Securities themselves.

信用評等：法商法國外貿銀行股份有限公司取得之[2024年7月15日][標準普爾]信用評等為[A+]。該信用評等將於本債券發行時被採納，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.

本債券並未受擔保，發行人並未以其資產作為本債券之擔保品。

- (3) The Issuer shall not accept the Securities issued by it as collateral when extending secured credit to others.

本分行辦理擔保授信，不得徵提本債券為擔保品。

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

發行人為法商法國外貿銀行之分行，法商法國外貿銀行為依法國法律合法設立及有效存續之公司。依據法國法律，發行人之義務為法商法國外貿銀行之義務，法商法國外貿銀行將透過其台北分行履行其義務。

25. Risk Factors 風險因素

The risk factors related to the Issuer that may affect the Issuer's ability to perform its obligations as Issuer under this Securities issuance are described in section 3.1 "Risk Factors" which appears on pages 95 to 103 of the NATIXIS 2022 Universal Registration Document (https://natixis.groupebpce.com/wp-content/uploads/2023/04/NATIXIS_URD2022_EN_PDFi.pdf) incorporated by reference herein.

可能影響發行人履行其於本債券發行中作為發行人之義務之能力之風險因素，已載於法國外貿銀行2022全球登錄文件（NATIXIS 2022 Universal Registration Document）（https://natixis.groupebpce.com/wp-content/uploads/2023/04/NATIXIS_URD2022_EN_PDFi.pdf）第95至103頁第3.1節之「風險因素」，該等風險因素透過引用而併入本文件。

The sections below are incorporated by reference in this category of risk factors:
下述章節經引用為風險因素之類型：

- Credit and counterparty risks;
信用及交易對手風險；
- Financial risks;
財務風險；
- Non-financial risks;
非財務風險；

- Strategic and business risks; and
策略及商業風險；及
- Risks related to holding Natixis securities.
與持有Natixis之證券有關之風險。

26. **Bail-in** **內部紓困**

(1) Acknowledgement

確認

Notwithstanding any other term of the Securities or any other agreement, arrangement or understanding between the Issuer and the Securities holders, by its subscription and/or purchase and holding of the Securities, each Securities holder (which for the purposes of this Paragraph includes each holder of a beneficial interest in the Securities) acknowledges, accepts, consents and agrees:

儘管本債券有任何其他條款或發行人與本債券持有人間有其他合意、安排或協議，各債券持有人（為本項之目的，包括債券受益權之每一持有人）透過申購、購買以及持有本債券，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 Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

受相關處置機關（定義於下方）行使內部紓困權（定義於下方）之效力所拘束，該效力可能包括並導致下列任一結果（或該等結果之組合）：

- (A) the reduction of all, or a portion, of the Amounts Due (as defined below);
到期金額（定義於下方）之全部或一部減少；

- (B) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Securities holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Securities, in which case the Securities holder agrees to accept in lieu of its rights under the Securities any such shares, other securities or other obligations of the Issuer 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發行人或他人之股份、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發行人或他人之任何該等股份、其他證券或其他債務取代其根據本債券所享有之權利；

- (C) the cancellation of the Securities; and/or
註銷本債券；及/或

- (D) 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;

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，包括於一段暫時期間內暫停支付等方式；

- (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 Power by the Relevant Resolution Authority.

本債券之條款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) Payment of Interest and Other Outstanding Amounts Due

利息及其他應付而仍未支付之款項

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in France and the European Union applicable to the Issuer or other members of its group.

相關處置機關對發行人行使內部紓困權後，到期金額之清償或支付將不會成為到期應支付或被支付或清償，除非清償或支付分別在其原預定應支付時，依照發行人及其集團成員所適用之法國和歐盟有效法律及法規允許發行人為該等支付及清償。

(3) No Event of Default

非違約事件

Neither a cancellation of the Securities, a reduction, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Securities will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Securities holder to any remedies (including equitable remedies) which are hereby expressly waived.

不論是因受相關處置機關決定對發行人行使內部紓困權而造成本債券註銷、部份或全部減少到期金額、或將到期金額轉換為其他證券或發行人或他人的其他義務，或是相關處置機關決定對本債券行使內部紓困權，均不構成違約事件，亦不構成不履行合約義務，且不會使本債券持有人得以享有任何救濟(包括衡平法的救濟)，本債券持有人茲此明確放棄此權利。

(4) Notice to Securities holder

對本債券持有人之通知

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Securities, the Issuer will give notice to the Securities holders in accordance with Paragraph 14 (Notices) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Principal Paying Agent for information purposes, although the Principal Paying Agent shall not be required to send such notice to Securities holders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Securities described in sub-paragraphs (a) and (b) of Paragraph 26(1).

相關處置機關就本債券行使任何內部紓困權時，發行人將依第14項「通知」所載，在可行的情況下儘速向本債券持有人提供有關該等內部紓困權行使之通知。為提供資訊之目的，發行人亦將交付該通知之副本予還本付息代理機構，惟還本付息代理機構並無將該通知送交本債券持有人之義務。發行人延遲或未能發出通知，不影響內部紓困權之效力及可執行性，亦不影響上述第26(1)項(a)及(b)款所述對本債券之效力。

(5) Duties of the Principal Paying Agent

還本付息代理機構之責任

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority, the Issuer and each Securities holder (including each holder of a beneficial interest in the Securities) hereby agree that: (a) the Principal Paying Agent shall not be required to take any directions from Securities holders; and (b) the Agency Agreement shall impose no duties upon the Principal Paying Agent whatsoever, in each case with respect to the exercise of any Bail-in Power by the Relevant Resolution Authority.

於相關處置機關行使任何內部紓困權時，發行人及每一本債券持有人（包括債券受益權之每一持有人）茲此同意：(a) 還本付息代理機構毋庸接受本債券持有人之任何指令；(b) 對於相關處置機關任何內部紓困權之行使，在任何情形下代理協議皆不使還本付息代理機構負擔任何責任。

Notwithstanding the exercise of the Bail-in Power by the Relevant Resolution Authority, the provisions of the Agency Agreement shall remain applicable to any outstanding Securities following the completion of the exercise of such Bail-In Power (for example, if the exercise of the Bail-in Power results in only a partial write-down of the principal of the Securities).

縱使相關處置機關行使內部紓困權，自該內部紓困權行使完成起，代理協議之規定仍應適用於任何在外流通之本債券（例如內部紓困權之行使僅造成本債券之部分本金遭減記）。

(6) Prorating

按比例紓困

If the Relevant Resolution Authority exercises a Bail-in Power with respect to less than the total Amounts Due, unless the Principal Paying Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Securities pursuant to the Bail-in Power will be made on a pro-rata basis.

如相關處置機關僅對於低於總到期金額之部分行使內部紓困權，除了發行人或相關處置機關另行指示還本付息代理機構外，任何依據內部紓困權而對本債券之註銷、減記或轉換將依比例進行。

(7) Conditions Exhaustive

詳盡之條件

The matters set forth in this Paragraph 26 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Securities holder.

本第26項所列內容為針對上述事宜之所有合意，並排除發行人及任何本債券持有人間其他協議、安排或合意之適用。

For the purposes of this Paragraph 26:

為本第26項之目的：

Amounts Due means the principal amount, together with any accrued but unpaid interest, and additional amounts, if any, due on the Securities. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Bail-in Power by the Relevant Resolution Authority.

到期金額係指本金以及任何已發生但尚未支付之利息，以及本債券到期之其他金額（如有）。如有提及該金額，皆包含相關處置機關行使內部紓困權前已到期應支付而尚未支付之金額。

Bail-in Power means any power existing from time to time under any laws, regulations, rules or requirements in effect in France, relating to the transposition of the Bank Recovery and Resolution Directive (“**BRRD**”), including without limitation pursuant to French decree-law No. 2015-1024 dated 20 August 2015 (Ordonnance portant 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, the 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 Relevant Entity (or an affiliate of such Relevant Entity) can be reduced (in part or in whole), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Relevant Entity (or an affiliate of such Relevant Entity) can be converted into shares, other securities, or other obligations of such Relevant Entity or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution or otherwise.

內部紓困權係指於法國具有效力之法律、法規、規則或規範所生之關於「銀行復原及處理指令」（下稱「BRRD」）轉換之任何權力，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 législation au droit de l'Union européenne 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、其他證券或該受監管實體或他人之其他債務，無論是否與處置安排後內部紓困工具之實施或其他實施有關。

Relevant 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 r acting as resolution council (conseil de résolution) and/or any other authority entitled to exercise or participate in the exercise of any Bail-in Power from time to time, including the Single Resolution Board, the European Central Bank, the European Banking Authority, the European Council 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金融審慎監理總署（Autorité de contrôle prudentiel et de resolution）作為處置委員會，及/或隨時有權實施或參與任何內部紓困權的其他主管當局，包括單一處置委員會、歐洲中央銀行、歐洲銀行管理局、歐盟理事會及歐盟執委會（如依單一處置規章第18條行事時）。

27. 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「外國銀行在臺分行發行新臺幣金融債券辦法」及相關法令辦理。

APPENDIX 1 – GREEN BOND FRAMEWORK 附錄1 – 綠色債券計畫

法國外貿銀行臺北分行綠色債券計畫書

1. BPCE 集團與法國外貿銀行集團概述

BPCE集團是法國第二大銀行集團，為法國20%以上的經濟活動提供融資。本集團的淨收入在2022年總計257億歐元。其業務線遍布法國和全球(涵蓋50多個國家/地區)，在消費金融、保險、金融解決方案和專業知識、支付、資產和財富管理以及企業和投資銀行領域提供量身訂製的解決方案，以滿足客戶的需求。在法國和國際市場，BPCE集團品牌以快速決策商業模式，服務來自各營業通路約3,500萬名客戶。

BPCE集團(900萬名合作社成員)的全方位合作銀行模式，可說是未來的典範，成功樹立了集團品牌知名度並貼近客戶，同時能夠適應當今環境、科技或社會的重大變遷。

BPCE集團已將氣候變遷列為所有業務部門和公司的優先事項，並建立了強大的系統，以識別和管理可能對本集團活動產生影響的氣候風險因素。

- 本集團為自己設定了幫助客戶應對其環境相關挑戰的目標，明訂在 BPCE 2024 策略計畫中，全力促成環境轉型，並以其作為成長動能。
- 本集團致力將投資組合達成“淨零排放”目標，優先考慮對銀行產生最大影響的投資 – 如在溫室氣體排放密度最高的產業降低授信暴險。
- 本集團計畫在 2019 年至 2024 年間將自身營運的碳足跡減少 15%，並成為典範。
- 本集團制定永續發展債券計畫，透過綠色債券和社會責任債券的發行，使融資活動與我們集團的永續發展要求和目標保持一致。

為了遵循《巴黎氣候協定》並在2050年前使本集團活動與碳中和軌跡保持一致，BPCE集團擬定以下計畫項目：

- 透過制定綠色評估方法論，對融資組合進行氣候影響評估。
- 在營運上，試行以顏色色譜對企業暨投資銀行業務的綠色權重因子(Green Weighting Factor)進行分類，並以溫標對保險業務投資組合進行分類。
- 在 2022 年，發布 2030 年淨零銀行聯盟(NZBA)的能源產業第一個中期目標，開始優先對碳排密度最高的產業展開行動。

2022年，BPCE集團向重視環境和社會責任的投資人發行三筆綠色債券，總金額為19億歐元。使集團的可持續發展債券公開發行總金額達到115億歐元，若計入消費金融網路、私募、個人及企業客戶的存款類產品等，截至2023年6月30日，可持續發展再融資總額達到

153億歐元。法國外貿銀行台北分行(以下簡稱本行)的綠色債券計畫書(以下簡稱本計畫書)旨在加強台灣市場的資金來源，實現永續發展目標。以本計畫籌集的資金將用於指定類別的貸款。

法國外貿銀行隸屬於 BPCE 集團全球金融服務部門，作為領先的國際金融機構，我們為全球的企業、金融機構、投資機構、各國和超國際組織提供諮詢、投資銀行、融資、企業銀行和資本市場服務。我們在近 30 個國家有專家團隊為客戶的策略發展提供建議，幫助客戶發展和業務轉型，並發揮最大正面影響力。

作為綠色和永續金融領域的先驅，法國外貿銀行幫助客戶減少其活動對環境的影響，特別是透過行內「綠色和永續發展中心」的專業知識，致力於在2050年前使本身的融資組合達成淨零軌跡目標。於 2017年至2020年期間，法國外貿銀行綠色和永續融資活動的收入增加了一倍，並設定目標，計畫在2020年至2024年期間將相關收入成長1.7倍。此外，為了支持BPCE集團的淨零排放軌跡承諾，法國外貿銀行承諾根據與《巴黎協定》一致的淨零軌跡，利用綠色權重因子的方法調整資產負債表和投資。

作為2024年三個策略目標的一部分，法國外貿銀行立志成為客戶能源轉型首選金融合作夥伴：

- 作為首選顧問和財務合作夥伴的角色，支持客戶的能源轉型策略。
- 利用綠色權重因子，使投資組合與 2050 年淨零排放軌跡保持一致。
- 擴大能源部門以外的轉型活動範疇，並納入氣候以外的考量，以適應社會、自然資源和生物多樣性的趨勢。

2. 評估標準

本計畫書係根據國際資本市場協會（International Capital Market Association, ICMA）發布之綠色債券原則（Green Bond Principles (GBP) 2021 (with June 2022 Appendix I)¹ 及「財團法人中華民國證券櫃檯買賣中心（以下簡稱櫃檯買賣中心）永續發展債券作業要點」²所設計。本行聲明，每一筆綠色債券發行將遵循本計畫書概述的四項核心架構：

- 資金用途
- 合格資產評估與篩選流程
- 資金運用計畫
- 報告

¹ <https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/green-bond-principles-gbp/>


² <https://www.selaw.com.tw/LawArticle.aspx?LawID=G0104046>

隨著 BPCE 集團可持續融資策略的不定期更新，本計畫書及其適用標準可能會隨之進行修訂或更新，本行將不定期重新審核本計畫書。當本計畫書中關於資金用途、合格資產評估與篩選流程、資金運用計畫等有重大更新時，將委由外部評估機構依前述適用基準進行評估並出具評估報告。

3. 資金用途

預計發行之綠色債券所募得資金將運用於本行客戶之融資與再融資，包含債券發行後之新增放款以及既有放款，上述融資均符合本計畫書合格資產之內容。其資金須運用於再生能源設備的設計、興建、更新、營運、收購、安裝、改裝、翻修、維護等，且符合「櫃檯買賣中心永續發展債券作業要點」之規定。若所募得資金，運用於債券發行前已撥貸之放款，該項目須以評估機構得以驗證為限。

預計主要合格資產類別、項目及環境效益評估等如下表所示：

綠色合格資產類別	計畫項目	對應聯合國永續發展目標	預期產生環境效益暨歐盟環境目標
再生能源及能源科技發展	陸上或海上之風力發電設備專案的設計、興建、更新、營運、購置等	   目標 7 可負擔的潔淨能源 目標 9 產業、創新與基礎設施 目標 13 氣候行動	透過協助發展再生能源，減少電力生產過程中的溫室氣體排放，減緩氣候變遷

4. 合格資產評估與篩選流程

所有潛在的合格資產皆須經過本行的標準徵授信程序，該程序旨在確保其遵守適用的國家法規、信用風險評估、完成認識客戶流程以確保遵循防制洗錢、反賄賂、反腐敗和制裁政策等相關適用法規。經過徵授信程序中獲批准的合格資產始得成為綠色債券資金運用標的。

投資組合管理部門負責選擇及管理合格資產。為確保選擇之資產符合本計畫書之項目，監督責任將由 BPCE 集團永續發展資金運用委員會 (Sustainable Development Funding Committee, 以下稱委員會) 負責，該委員會由 BPCE 集團財務及資金主管主持，成員包括多個部門高階管理人員，如影響部、資產負債管理部、綠色與永續發展金融部、環球市場處及集團內各銀行高階主管等。委員會每季定期檢視合格資產的選擇與認列情況。

本行環境、社會和治理(以下簡稱 ESG)風險的管理係採全球一致的標準，包含業務單位、企業社會責任部門 (CSR) 和風控部門均參與其中。本集團已將 ESG 標準納入風險政策，以評估放款融資經濟活動帶來之影響。尤其是在基礎設施³專案融資⁴的情境下，額外執行的環境與社會(以下簡稱 E&S)風險評估是審視資產和選擇合適風電專案授予信用融資的程序之一。法國外貿銀行作為《赤道原則》⁵的簽署機構，不論客戶業務活動為何，皆採用公認的方法評估專案融資中的 E&S 風險，以及客戶的風險管理。自 2020 年 10 月以來，本行採用新修訂的《赤道原則》(EP IV 修正案)，將氣候變遷納入重大計畫的環境影響分析。透過以上控制及評估措施，應用企業社會責任政策規範敏感產業⁶、以赤道原則規範專案融資，並進行環境社會風險審查 (ESR screening)和評估 ESG 風險等，本行得以履行相關法令⁷要求之盡職調查責任。

5. 資金運用計畫

本行發行的綠色債券所募集款項淨額的等值金額，將被運用於本行確定合格資產組合之指定放款。本行建立內部作業流程，以控管符合條件的資產，並確保綠色債券募集資金僅用於合格資產之授信融資。

若發行募得資金未完全分配至合格資產，本行將根據BPCE集團的流動性管理政策，將未使用之資金將運用於現金及短期高流動性投資，不得轉作其他放款用途或另行使用。直至分配至符合綠色債券計畫之合格資產。

符合條件的資產組合至少每年更新一次，更新時將納入新符合條件的資產，同時移除已償還或不再符合資格的資產。在投資組合中，部分或全部的合格資產可能會提前償還，導致投資組合中的合格資產餘額減少。本行將對合格資產組合進行正常時程或提前償還的情況進行篩檢，並在必要時進行額外的合格資產置換，直至綠色債券到期。若原合格資產被出售或不再符合綠色合格資產類別的標準⁸，本行將在合理可行的範圍內盡快替換新的合格資產。

6. 報告

³ 基礎設施項目可以定義為 (i) 提供基本產品或服務的大型且長久的實體資產，(ii) 競爭有限或沒有競爭且進入障礙高，(iii) 在受監管的行業運營。

⁴ 專案融資通常需要將一個專案 (或一組專案) 隔離在為融資專案的建造 (綠地) 或管理 (棕地) 而創建的固定期限 SPV (特殊目的公司) 內。

⁵ <https://equator-principles.com/>

⁶ 法國外貿銀行敏感行業政策

⁷ LOI n° 2017-399 du 27 mars 2017 relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre

⁸ BPCE集團可再生能源合格分類方法

依「櫃檯買賣中心永續發展債券作業要點」，本行將於綠色債券存續期間或所募資金運用期間，每年於年度財務報告公告後三十日內出具資金運用報告，並將資金運用報告輸入櫃檯買賣中心指定之網路資訊申報系統。報告內容將包括以下項目：

1. 於各合格授信專案分配所募資金之情況；
2. 募集資金動撥於融資或再融資的比例；
3. 未使用之募集資金的現金或等同現金金額；
4. 相關的環境衡量指標(產出和(或)影響，如適用)。

綠色合格資產之預計效益衡量指標如下表：

綠色合格資產類別	預期效益衡量指標
再生能源及能源科技發展	<ul style="list-style-type: none">• 再生能源專案數量(件)• 再生能源設備總裝置容量 (MW)• 再生能源設備年度總發電量估計 (MWh)• 再生能源專案年度總減碳量估計 (tons CO₂e)

註：上述綠色投資效益衡量指標為預計內容，未來實際衡量之指標將視實際資金運用情況調整。

7. 外部評估報告

- 發行前

依「櫃檯買賣中心永續發展債券作業要點」，本行委託評估機構就本計畫書出具評估報告。評估報告將提交至櫃檯買賣中心指定之網路資訊申報系統。

- 發行後驗證

倘若資金用途分配項目有任何重大變更時，需由評估機構再次進行驗證。

依「櫃檯買賣中心永續發展債券作業要點」，本行的資金運用報告於所募資金全數使用完畢後，將接受評估機構進行驗證確保本行對本計畫書、作業要點及原則之遵循。該審查評估機構將驗證：

- 合格貸款(融資或再融資)是否符合計畫書中所列其資金用途定義的合格標準；
- 綠色債券資金分配於合格貸款(融資或再融資)的金額；和
- 所募得款項之管理及未使用之募集資金金額。

評估機構之評估報告將於年度財務報告公告後三十日內提交至櫃檯買賣中心指定之網路資訊申報系統。