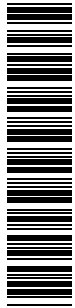




**INVESTMENT AGREEMENT**  
**MARKET-LINKED GUARANTEED INVESTMENT**  
**GLOBAL EQUITY**  
**GUARANTEED INVESTMENT**  
**5 YEARS**

To be retained until the account is closed or a new agreement or certificate is issued.



Date of initial deposit (YYYY-MM-DD)	Date of issue (YYYY-MM-DD)	Date of maturity (YYYY-MM-DD)
	<b>2012-04-18</b>	<b>2017-04-18</b>

Reference No.	
Folio	Account No.
Amount of initial deposit	

**TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

- 1- Cancellation terms:** The contract is concluded between the member and the Caisse two (2) business days following the member's receipt of this agreement (the "Effective Date"). The member is deemed to have received this agreement five (5) business days after it has been mailed, as applicable. Unless the member notifies the Caisse in writing within three (3) business days of the contract's Effective Date (the "Cancellation Deadline"):
- (i) that the information shown on the agreement is not in accordance with his/her request, or
  - (ii) that he/she does not accept all of the terms and conditions applicable to this agreement
- the member shall be deemed to have provided the instructions indicated in this agreement and to have accepted all conditions described herein. If the member cancels the agreement before the Cancellation Deadline, the initial deposit invested by the member will be returned to him/her in full and without fees or interest.
- 2-** Before the date of issue, the Caisse has the right not to proceed, in whole or in part, with the issuance of the Market-linked Guaranteed Investment (the "Guaranteed Investment"). Any refused initial deposit will be returned to the member, without fees, with pre-issue interest as stipulated in section 11.
- 3-** Where applicable, this agreement is subject to the provisions of the Application Form for an RRSP or any other plan issued and administered by Desjardins Trust Inc. that the member has already signed with the Caisse.

**TERMS AND CONDITIONS GOVERNING THE GUARANTEED INVESTMENT**

- 4-** The member agrees to make, on the date of initial deposit, a first deposit (the "Initial Deposit") on which pre-issue interest is calculated according to section 11 of this agreement.
- 5-** On the date of issue (the "Date of Issue"), the member expressly consents that the amount of the Initial Deposit and the pre-issue interest be reinvested in the form of a Market-linked Guaranteed Investment maturing on the maturity date (the "Date of Maturity"). The term of the Guaranteed Investment is five (5) years (the "Term").
- 6-** The principal of this investment is guaranteed by the Caisse at maturity. The Guaranteed Investment may not be negotiated, transferred or redeemed, and no amount in principal and interest shall be redeemable or payable before the Date of Maturity, except for the provisions stipulated in section 22. No secondary market exists for this Guaranteed Investment nor will one be established.
- 7-** This Guaranteed Investment may be hypothecated or given as security only in favour of the issuing Caisse to the extent permitted under current legislation.
- 8-** This Guaranteed Investment is in Canadian dollars. The redemption of the principal and the payment of interest, if applicable, will be made in Canadian dollars.
- 9-** This Guaranteed Investment is a deposit within the meaning of the *Deposit Insurance Act*, up to the maximum eligible amount. More information is available online ([www.lautorite.qc.ca](http://www.lautorite.qc.ca)).

**FEEES**

- 10-** This Guaranteed Investment is not subject to any management fees. Therefore, at maturity, the interest corresponding to the yield will not be affected by any management fees.

**TERMS AND CONDITIONS GOVERNING THE METHOD OF CALCULATION OF INTEREST**

- 11-** For the period between the date of Initial Deposit and the Date of Issue, the interest on the Initial Deposit shall be calculated on the daily balance at the pre-issue interest rate of 1.000% per annum.
- 12-** For the period between the Date of Issue and the Date of Maturity, the interest generated by the Guaranteed Investment shall be determined at maturity according to the variation in the price of the fifteen (15) global securities described on the following page (the "Securities"), in the following manner:

$$\text{Interest} = \text{Principal} \times \left\{ \left[ \left( \frac{CP^2}{CP^1} \times F \text{ for } S_1 + \frac{CP^2}{CP^1} \times F \text{ for } S_2 + \dots + \frac{CP^2}{CP^1} \times F \text{ for } S_{15} \right) \times 1/15 \right] - 1 \right\} \times 100.000\%$$

Maximum interest: 25.000% of the principal

**OTHER CONDITIONS ON FOLLOWING PAGES**

(9-2-000001)

Principal = The amount of the Initial Deposit plus the cumulative pre-issue interest accrued between the date of Initial Deposit and the Date of Issue.

S<sub>1</sub> to S<sub>15</sub> = Each one of the fifteen (15) global securities listed below.

100.000% = The rate of participation in the growth of the basket of global securities.

CP<sup>1</sup> = The closing price of each global security on APRIL 11, 2012.

CP<sup>2</sup> = The average closing price of each global security on FEBRUARY 13, 2017, MARCH 13, 2017 AND APRIL 11, 2017 (or the following business day if no reading takes place on any one of the securities on these dates).

F = Adjustment factor, where:

F = 110%, if the performance of security S<sub>i</sub> is among the five (5) best in the basket.

F = 90%, if the performance of security S<sub>i</sub> is among the five (5) weakest in the basket.

F = 100%, in all other cases.

See the examples of yield calculation on pages 3 and 4 of the present agreement.

Here are the fifteen (15) global securities (common shares) as well as their respective stock markets and currencies. Each global security has the same weighting in the portfolio. (The Caisse does not issue any opinion on the future evolution of security prices.)

Security	Stock market	Currency	Security	Stock market	Currency
S <sub>1</sub> : ABB Ltd	SIX Swiss	Swiss Francs	S <sub>9</sub> : Toyota Motor Corp.	Tokyo SE	Japanese yen
S <sub>2</sub> : Vestas Wind Systems	Copenhagen	Norwegian Kroner	S <sub>10</sub> : Du Pont (E.I.) de Nemours	New York SE	U.S dollars
S <sub>3</sub> : Compagnie de Saint-Gobain	Paris	Euros	S <sub>11</sub> : General Electric Co.	New York SE	U.S dollars
S <sub>4</sub> : Linde AG	XETRA Frankfurt	Euros	S <sub>12</sub> : IBM Corp.	New York SE	U.S dollars
S <sub>5</sub> : Siemens AG	XETRA Frankfurt	Euros	S <sub>13</sub> : Johnson Controls Inc.	New York SE	U.S dollars
S <sub>6</sub> : Gdf Suez	Paris	Euros	S <sub>14</sub> : First Solar Inc.	Nasdaq	U.S dollars
S <sub>7</sub> : Veolia Environnement	Paris	Euros	S <sub>15</sub> : Waste Management Inc.	New York SE	U.S dollars
S <sub>8</sub> : Sharp Corp.	Tokyo SE	Japanese yen			

#### INTEREST LIMIT

13- The interest paid at maturity, if applicable, is subject to the maximum as determined in section 12. If the yield of the Securities is higher than the maximum interest amount at maturity, then the interest paid will match the maximum stipulated in section 12.

14- The yield of the Securities does not take into account the payment of dividends or regular distributions on shares or other securities included in the Securities.

#### RISK AND SUITABILITY

15- Since the yield of the Guaranteed Investment is tied to changes in the market, this Guaranteed Investment carries a higher level of risk than a traditional fixed-rate investment. It is possible that the yield based on the performance of the stock market may be null at maturity. This Guaranteed Investment is different from traditional fixed-rate investments because it does not guarantee a return determined in advance. The yield on the Guaranteed Investment can only be known for certain at maturity and is a function of the appreciation of the global securities, which could be subject to major fluctuations in the capital markets. Consequently, the Caisse cannot guarantee a yield at the Date of maturity.

16- The Guaranteed Investment's yield at maturity will not be affected by changes in exchange rates, even if the prices of the global securities are published in foreign currencies.

17- The Guaranteed Investment is not a direct investment in the reference securities or indexes. Therefore, the member is not entitled to the rights or the benefits of a shareholder, such as the right to receive distributions or dividends or the right to vote or attend shareholders' meetings.

18- Since the calculation method determines the closing level of each global security price using an average, the yield paid out at maturity may not reflect the performance of each global security between the Date of Issue and the Date of Maturity.

19- Given the features of this kind of investment, the potential purchaser should check with his/her advisor to make sure that such an investment meets his/her investment objectives.

20- This Guaranteed Investment is a sound investment for those whose investment horizon is at least as long as the term of the Guaranteed Investment and who also intend to keep it until maturity. It is also a sound choice for those who wish to diversify their investments and who wish to gain exposure to the capital market. However, it is not suitable for those who require an income during the term.

#### CONFLICT OF INTEREST

21- The Caisse could find itself in a situation of conflict of interests because, as the issuer of the Guaranteed Investment, it or, as the case may be, the Fédération des caisses Desjardins du Québec (FCDQ) or another entity belonging to the same group as the FCDQ, calculates the yield and interest payable to members at maturity. However, the global security prices are public information and accessible to members.

#### TERMS AND CONDITIONS GOVERNING REDEMPTION AND CONVERSION OPTIONS

22- Once a year, after the Guaranteed Investment has been held for three (3) years, the member may exercise his/her redemption or conversion option according to the terms and conditions set out below. The redemption option allows a member to redeem the total amount or a portion of the Guaranteed Investment. The conversion option allows a member to convert the total amount or a portion of the investment into another market-linked investment for a term that is equal to or longer than the term remaining on the current investment. Where appropriate, the member will have to contact the Caisse to find out about the eligible investments that are available to him/her during the conversion request period.

##### Eligible amounts and notice of execution

To exercise his/her redemption or conversion option, the member must advise the Caisse in writing, by telephone or by fax during the redemption or conversion periods indicated below. For a conversion, the member must indicate the new investment and the term selected. The redemption or conversion option may be exercised on the total amount or a portion of the amount invested (partial withdrawals of at least \$3,000, with a remaining balance of at least \$3,000). In cases where the balance prior to the exercise of the redemption or conversion option is less than \$6,000, the full amount of the investment must be redeemed or converted. Unless otherwise specified by the member, the option selected will be exercised on the full amount of the investment.

The Caisse is not in any manner required to advise the member of the periods in which he/she may exercise these options, the member being solely responsible for notifying the Caisse of his/her decision to exercise one or the other option according to the agreed terms.

The member who has notified the Caisse of his/her decision to exercise one of these options may only cancel this request during the redemption or conversion request periods, as determined below.

#### Dates for exercising the redemption or conversion options

	Period No. 1	Period No. 2
Redemption or conversion request period*	2015-04-20 to 2015-05-01	2016-04-18 to 2016-04-29
Date of determination of the redemption or conversion value	2015-05-11	2016-05-11
Effective date of the redemption or conversion**	2015-05-14	2016-05-16

\* Period during which either option may be exercised and that extends over a period of ten (10) business days.

\*\* Date on which the principal and interest payment is made, if applicable, or the transfer to another investment is made.

#### Determination of the redemption or conversion value

The value of the redemption corresponds to the market value of the Guaranteed Investment on the date its value has been determined. The value of the conversion to another market-linked guaranteed investment is higher than the redemption value due to an increase granted to the member for demonstrating loyalty.

It is impossible to determine the redemption or conversion value in advance. The member will be informed of the approximate value of the redemption or conversion on request, during the request period only. The value is given for guidance only due to the time frame between the date the redemption request was made and the date the value of the redemption or conversion is determined. **The member may therefore obtain a value that does not correspond to the approximate value received during the option request period, and the variations may be either higher or lower.**

The redemption or conversion value varies based on the following factors: the cumulative appreciation of the Guaranteed Investment since its issue, the fact that the principal guarantee applies at maturity only, volatility, interest rates and the term remaining before the Date of Maturity. Factors that influence redemption and conversion values interact, which means, for example, that one factor may cancel the potential increase in the redemption or conversion value that is attributable to another factor. To illustrate, an increase in interest rates may cancel the full amount or part of the increase in the redemption or conversion value that is attributable to the performance of market indexes. **The redemption or conversion value may not reflect the cumulative appreciation of the product since its issue, and may even be lower than the principal due to one or several of the factors listed above.**

The redemption or conversion value may be higher or lower than the principal. For a redemption or conversion, any amount paid over and above the principal will be considered interest income for Guaranteed Investments held outside registered plans. Prior to making the decision to exercise either of these options, we recommend that the member inquire about the applicable tax treatments.

#### Exceptional situations

Even if the Caisse intends to proceed with the redemption or conversion request on the dates specified, exceptional situations may arise, as stipulated in section 24 below, that may prevent the Caisse from proceeding with the redemption or conversion as agreed. The member who notified the Caisse of his/her intention to exercise either of these options will then be informed of the situation.

#### TERMS AND CONDITIONS GOVERNING REDEMPTION OF PRINCIPAL AT MATURITY

**23-** On the Date of Maturity, unless the Caisse is notified to the contrary no later than the fifth (5th) business day following such date, the principal and interest, if any, shall be deposited to a Market-linked Guaranteed Investment of the same type. The term shall be equal to the Term of this Guaranteed Investment or, should no equal term be offered at that time, the term shall be the one closest to the Term of this Guaranteed Investment. If, when this Guaranteed Investment matures, a Market-linked Guaranteed Investment of the same type is not offered or is not available through automatic renewal for any reason whatsoever, the principal of the Guaranteed Investment and interest on it, if applicable, shall be deposited to a term savings account for a term equal to the Term of this Guaranteed Investment. The annual interest rate shall be the rate then in effect at the Caisse for such investment, depending on the applicable term. The interest shall be calculated daily and compounded annually.

#### EXTRAORDINARY EVENTS

**24-** The member acknowledges that a disruption on capital markets (e.g. transactions halted due to a sharp drop in or a problem with the publication of the global security prices), a change in the publication of the global security prices (e.g. a merger, a stock split), securities facing some financial hardship (e.g. company bankruptcy) or any other extraordinary circumstance or event out of the control of Desjardins Group and having a significant impact on product management (an "Extraordinary Event") may occur and affect the Caisse's capacity to calculate or pay the yield or to fulfill any other obligation on the date provided for. If the Caisse believes, at its sole discretion, that such an event has occurred, the member agrees that the Caisse may depart from the terms and conditions of this agreement and take any action as deemed appropriate and equitable in the circumstances, including, without limitation, adjusting, anticipating or deferring the calculation or the payment of the yield, or determining the yield in a different manner. The Caisse will determine which measures to take in the above-mentioned circumstances, at its sole discretion, and will take reasonable action and will consider the interests of all stakeholders, in particular, without limiting the scope of the foregoing, those of members with products, those of other members of the Caisse or Desjardins Group, and the interests of the Caisse and those of Desjardins Group.

Because the product includes a guarantee capital, an extraordinary event will not affect the guarantee capital, but may positively or negatively affect the yield, and if negatively, it may be reduced to 0.

**ACCESS TO INFORMATION**

**25-** The level of the reference index is posted regularly on the Desjardins Web site ([www.desjardins.com](http://www.desjardins.com)) and is intended for information purposes only. The Guaranteed Investment's yield and interest payable will only be calculated on the Date of Maturity. Complete information about Market-linked Guaranteed Investments is available on the Web site [www.desjardins.com](http://www.desjardins.com) or upon request by calling 1-800-CAISSES.

**TAXATION**

**26-** This Guaranteed Investment is an investment eligible for registered retirement savings plans (RRSPs), registered retirement income funds (RRIFs), locked-in retirement accounts (LIRAs), life income funds (LIFs) and tax-free savings accounts (TFSA). For Market-linked Guaranteed Investments not held in one of the aforementioned registered accounts, the pre-issue interest is considered to be interest income for the year the Guaranteed Investment is issued. The member must add the pre-issue interest invested in the Guaranteed Investment according to section 5 to his/her income for the year said investment is issued. Interest paid to the member at maturity is considered to be interest income for tax purposes. The member must add the interest received at maturity, if applicable, to his/her income for the year it was paid. If the Guaranteed Investment includes a minimum interest guarantee, this minimum interest must be added annually to the member's income throughout the entire term of the product. This information is of a general nature and constitutes neither a legal nor a fiscal opinion. Please speak to your tax advisor for more information.

**EXAMPLE OF YIELD CALCULATION AT MATURITY (5-year term) - Bull market**

Security and corresponding Bloomberg rating	CP <sup>1</sup>	CP <sup>2</sup>	CP <sup>2</sup> / CP <sup>1</sup> at maturity (before adjustment factor)	Third party	Adjustment factor	CP <sup>2</sup> / CP <sup>1</sup> at maturity (after adjustment factor)
S <sub>1</sub> : ABB Ltd (ABBN VX EQUITY)	100	147	1.47	1	110%	1.62
S <sub>2</sub> : Vestas Wind Systems (VWS DC EQUITY)	100	140	1.40	1	110%	1.54
S <sub>3</sub> : Compagnie de Saint-Gobain (SGO FP EQUITY)	100	90	0.90	3	90%	0.81
S <sub>4</sub> : Linde AG (LIN GY EQUITY)	100	120	1.20	2	100%	1.20
S <sub>5</sub> : Siemens AG (SIE GY EQUITY)	100	135	1.35	2	100%	1.35
S <sub>6</sub> : Gdf Suez (GSZ FP EQUITY)	100	165	1.65	1	110%	1.82
S <sub>7</sub> : Veolia Environnement (VIE FP EQUITY)	100	105	1.05	3	90%	0.95
S <sub>8</sub> : Sharp Corp. (6753 JT EQUITY)	100	100	1.00	3	90%	0.90
S <sub>9</sub> : Toyota Motor Corp. (7203 JT EQUITY)	100	130	1.30	2	100%	1.30
S <sub>10</sub> : Du Pont (E.I.) de Nemours (DD UN EQUITY)	100	146	1.46	1	110%	1.61
S <sub>11</sub> : General Electric Co. (GE UN EQUITY)	100	115	1.15	2	100%	1.15
S <sub>12</sub> : IBM Corp. (IBM UN EQUITY)	100	145	1.45	1	110%	1.60
S <sub>13</sub> : Johnson Controls Inc. (JCI UN EQUITY)	100	125	1.25	2	100%	1.25
S <sub>14</sub> : First Solar Inc. (FSLR UQ EQUITY)	100	85	0.85	3	90%	0.77
S <sub>15</sub> : Waste Management Inc. (WM UN EQUITY)	100	95	0.95	3	90%	0.86
<b>Average CP<sup>2</sup> / CP<sup>1</sup></b>			<b>1.2287</b>			<b>1.2487</b>
<b>Cumulative appreciation</b>			<b>22.87%</b>			<b>24.87%</b>
<b>Compound annual yield*</b>			<b>4.20%</b>			<b>4.54%</b>

\* The yield is presented for information purposes only and is not indicative of future performance.

**EXAMPLE OF YIELD CALCULATION AT MATURITY (5-year term) - Bear market**

Security and corresponding Bloomberg rating	CP <sup>1</sup>	CP <sup>2</sup>	CP <sup>2</sup> / CP <sup>1</sup> at maturity (before adjustment factor)	Third party	Adjustment factor	CP <sup>2</sup> / CP <sup>1</sup> at maturity (after adjustment factor)
S <sub>1</sub> : ABB Ltd (ABBN VX EQUITY)	100	87	0.87	3	90%	0.78
S <sub>2</sub> : Vestas Wind Systems (VWS DC EQUITY)	100	95	0.95	2	100%	0.95
S <sub>3</sub> : Compagnie de Saint-Gobain (SGO FP EQUITY)	100	90	0.90	2	100%	0.90
S <sub>4</sub> : Linde AG (LIN GY EQUITY)	100	110	1.10	1	110%	1.21
S <sub>5</sub> : Siemens AG (SIE GY EQUITY)	100	99	0.99	2	100%	0.99
S <sub>6</sub> : Gdf Suez (GSZ FP EQUITY)	100	75	0.75	3	90%	0.68
S <sub>7</sub> : Veolia Environnement (VIE FP EQUITY)	100	105	1.05	1	110%	1.16
S <sub>8</sub> : Sharp Corp. (6753 JT EQUITY)	100	100	1.00	1	110%	1.10
S <sub>9</sub> : Toyota Motor Corp. (7203 JT EQUITY)	100	80	0.80	3	90%	0.72
S <sub>10</sub> : Du Pont (E.I.) de Nemours (DD UN EQUITY)	100	85	0.85	3	90%	0.77
S <sub>11</sub> : General Electric Co. (GE UN EQUITY)	100	115	1.15	1	110%	1.27
S <sub>12</sub> : IBM Corp. (IBM UN EQUITY)	100	96	0.96	2	100%	0.96
S <sub>13</sub> : Johnson Controls Inc. (JCI UN EQUITY)	100	120	1.20	1	110%	1.32
S <sub>14</sub> : First Solar Inc. (FSLR UQ EQUITY)	100	85	0.85	3	90%	0.77
S <sub>15</sub> : Waste Management Inc. (WM UN EQUITY)	100	95	0.95	2	100%	0.95
<b>Average CP<sup>2</sup> / CP<sup>1</sup></b>			<b>0.9580</b>			<b>0.9687</b>
<b>Cumulative appreciation</b>			<b>0.00%</b>			<b>0.00%</b>
<b>Compound annual yield*</b>			<b>0.00%</b>			<b>0.00%</b>

\* The yield is presented for information purposes only and is not indicative of future performance.

At maturity, the fifteen (15) securities are ranked according to their performance.

- The five (5) securities with the best performance are weighted at 110%.
- The five (5) securities with the weakest performance are weighted at 90%.
- The five (5) other securities are weighted at 100%.

Additional information

INST. 815 ANGLAIS L1  
 INST. 815 ANGLAIS L2  
 INST. 815 ANGLAIS L3  
 INST. 815 ANGLAIS L4