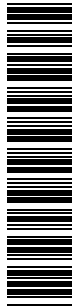




**INVESTMENT AGREEMENT**  
**MARKET-LINKED GUARANTEED INVESTMENT**  
**BALANCED GROWTH PROFILE**  
**GUARANTEED INVEST PORTFOLIO**  
**5 YEARS**

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>2012-04-20</b>	<b>2017-04-20</b>

Reference No.	
Folio	Account No.
Amount of initial deposit	

**TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

- 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"):
  - that the information shown on the agreement is not in accordance with his/her request, or
  - 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.
- 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.
- 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**

- 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.
- 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").
- 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 25. No secondary market exists for this Guaranteed Investment nor will one be established.
- This Guaranteed Investment may be hypothecated or given as security only in favour of the issuing Caisse to the extent permitted under current legislation.
- This Guaranteed Investment is in Canadian dollars. The redemption of the principal and the payment of interest will be made in Canadian dollars.
- 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)).

**FEES**

- 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**

- 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.
- 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 Balanced Growth Index described later in sections 14 and 15, in the following manner:

$$\text{Interest} = \text{Principal} \times \left[ \frac{(\text{CL}^2 - \text{CL}^1)}{\text{CL}^1} \times 100.000\% \right]$$

Subject to minimum and maximum yields as described in sections 13 and 15

- 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.
- CL<sup>2</sup> = The closing level of the Balanced Growth Index as on APRIL 11, 2017.
- CL<sup>1</sup> = The closing level of the Balanced Growth Index as on APRIL 11, 2012 to which 100 is assigned as initial value.
- 100.000% = The rate of participation in the index growth.

- The maximum and minimum yields to be applied will only be known on the Date of Issue when the fixed yield component will have been determined. The member will be informed of these values upon reception of the Starting Index Confirmation Notice.

**OTHER CONDITIONS ON FOLLOWING PAGES**

**14-** The Balanced Growth Profile Guaranteed Investment Portfolio is broken down in the following manner:

- i - Fixed yield component 20%
- ii - Variable yield components:
  - a. Enhanced Return Guaranteed Investment - Financial Services 10%
  - b. Enhanced Return Guaranteed Investment - Consumer Staples 10%
  - c. Enhanced Return Guaranteed Investment - Health Care 10%
  - d. Equity Guaranteed Investment Portfolio 50%

**15-** The contribution of each of the components to the yield of the Guaranteed Investment is described below:

i - Fixed yield component

The fixed annual compound rate of return, which applies to 20% of the principal, corresponds to the highest of the following rates:

- The rate in force at the Caisse as of FEBRUARY 6, 2012 for a five (5)-year conventional term savings deposit, increased by a 0.65% variation;
- Or the rate in force at the Caisse as of APRIL 11, 2012 for a five (5)-year conventional term savings deposit, increased by a 0.65% variation.

ii - Variable yield components:

a. Enhanced Return Guaranteed Investment - Financial Services

The yield of Enhanced Return Guaranteed Investment - Financial Services, which applies to 10% of the principal, shall be determined at maturity in the following manner:

$$\left\{ \left[ \left( \frac{CP^2}{CP^1} \text{ for } S_1 + \frac{CP^2}{CP^1} \text{ for } S_2 + \dots + \frac{CP^2}{CP^1} \text{ for } S_8 \right) \times 1/8 \right] - 1 \right\} \times 100.000\%$$

Minimum guaranteed interest: 6.000% and maximum interest: 22.000%

CP<sup>2</sup> = The average closing price of each 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).

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

S<sub>1</sub> to S<sub>8</sub> = Each one of the eight (8) securities listed below.

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

**List of stock market securities. The weight applying to each security is 12.5%**

Security	Stock market	Currency	Security	Stock market	Currency
S <sub>1</sub> : Royal Bank of Canada (RY CT)	Toronto	Canadian dollars	S <sub>5</sub> : Toronto-Dominion Bank (TD CT)	Toronto	Canadian dollars
S <sub>2</sub> : Bank of Nova Scotia (BNS CT)	Toronto	Canadian dollars	S <sub>6</sub> : Manulife Financial Corp. (MFC CT)	Toronto	Canadian dollars
S <sub>3</sub> : CIBC (CM CT)	Toronto	Canadian dollars	S <sub>7</sub> : Sun Life Financial Inc. (SLF CT)	Toronto	Canadian dollars
S <sub>4</sub> : Bank of Montreal (BMO CT)	Toronto	Canadian dollars	S <sub>8</sub> : Great-West Lifeco Inc. (GWO CT)	Toronto	Canadian dollars

b. Enhanced Return Guaranteed Investment - Consumer Staples

The yield of Enhanced Return Guaranteed Investment - Consumer Staples, which applies to 10% of the principal, shall be determined at maturity in the following manner:

$$\left\{ \left[ \left( \frac{CP^2}{CP^1} \text{ for } S_1 + \frac{CP^2}{CP^1} \text{ for } S_2 + \dots + \frac{CP^2}{CP^1} \text{ for } S_{10} \right) \times 1/10 \right] - 1 \right\} \times 100.000\%$$

Minimum guaranteed interest: 6.000% and maximum interest: 22.000%

CP<sup>2</sup> = The average closing price of each 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).

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

S<sub>1</sub> to S<sub>10</sub> = Each one of the ten (10) securities listed below.

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

**List of stock market securities. The weight applying to each security is 10%**

Security	Stock market	Currency	Security	Stock market	Currency
S <sub>1</sub> : Unilever NV (UNA NA)	Amsterdam	Euros	S <sub>6</sub> : Tesco plc (TSCO LN)	London	Pound Sterling
S <sub>2</sub> : Procter & Gamble Co. (PG UN)	New York SE	U.S. dollars	S <sub>7</sub> : Coca-Cola Co. (KO UN)	New York SE	U.S. dollars
S <sub>3</sub> : Nestlé SA (NESN VX)	SIX Swiss	Swiss Francs	S <sub>8</sub> : H.J. Heinz Company (HNZ UN)	New York SE	U.S. dollars
S <sub>4</sub> : Kraft Foods inc. (KFT UN)	New York SE	U.S. dollars	S <sub>9</sub> : ConAgra Foods Inc. (CAG UN)	New York SE	U.S. dollars
S <sub>5</sub> : Kimberly-Clark Corp. (KMB UN)	New York SE	U.S. dollars	S <sub>10</sub> : Danone SA (BN FP)	Paris	Euros

c. Enhanced Return Guaranteed Investment - Health Care

The yield of Enhanced Return Guaranteed Investment - Health Care, which applies to 10% of the principal, shall be determined at maturity in the following manner:

$$\left\{ \left[ \left( \frac{CP^2}{CP^1} \text{ for } S_1 + \frac{CP^2}{CP^1} \text{ for } S_2 + \dots + \frac{CP^2}{CP^1} \text{ for } S_{10} \right) \times 1/10 \right] - 1 \right\} \times 100.000\%$$

Minimum guaranteed interest: 6.000% and maximum interest: 22.000%

CP<sup>2</sup> = The average closing price of each 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).

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

S<sub>1</sub> to S<sub>10</sub> = Each one of the ten (10) securities listed on the following page.

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

**List of stock market securities. The weight applying to each security is 10%**

Security	Stock market	Currency	Security	Stock market	Currency
S <sub>1</sub> : Novartis AG (NOVN VX)	SIX Swiss	Swiss Francs	S <sub>6</sub> : Takeda Pharmaceutical Co. Ltd (4502 JT)	Tokyo SE	Japanese Yen
S <sub>2</sub> : Roche Holding AG (ROG VX)	SIX Swiss	Swiss Francs	S <sub>7</sub> : Pfizer Inc. (PFE UN)	New York SE	U.S. dollars
S <sub>3</sub> : Sanofi-Aventis SA (SAN FP)	Paris	Euros	S <sub>8</sub> : Bristol-Myers Squibb Co. (BMY UN)	New York SE	U.S. dollars
S <sub>4</sub> : GlaxoSmithKline Plc (GSK LN)	London	Pound Sterling	S <sub>9</sub> : Eli Lilly & Co. (LLY UN)	New York SE	U.S. dollars
S <sub>5</sub> : Johnson & Johnson (JNJ UN)	New York SE	U.S. dollars	S <sub>10</sub> : Merck & Co. Inc. (MRK UN)	New York SE	U.S. dollars

**d. Equity Guaranteed Investment Portfolio**

The yield of the Equity Guaranteed Investment Portfolio, which applies to 50% of the principal, shall be determined at maturity in the following manner:

$$\text{Max} \left[ 0\%, \left[ \frac{(CL^2 - CL^1)}{CL^1} \times 40\% \text{ for } I_1 + \frac{(CL^2 - CL^1)}{CL^1} \times 30\% \text{ for } I_2 + \frac{(CL^2 - CL^1)}{CL^1} \times 30\% \text{ for } I_3 \right] \times 100.000\% \right]$$

For each of reference indexes I<sub>1</sub> to I<sub>3</sub>, the result of  $\frac{(CL^2 - CL^1)}{CL^1}$  is subject to a 0% minimum interest and a 25.000% maximum interest.

CL<sup>2</sup> = The average closing level of the reference indexes as 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 indexes on these dates).

CL<sup>1</sup> = The closing level of each of the reference indexes as on APRIL 11, 2012.

100.000% = The rate of participation in the portfolio growth.

**List of reference indexes and weighting**

I <sub>1</sub> : Canadian Index S&P/TSX 60	40%	I <sub>2</sub> : American Index S&P 500	30%	I <sub>3</sub> : Overseas Index	30%
			See the composition of I <sub>3</sub> as below.		

**OVERSEAS INDEX COMPOSITION AND CALCULATION (I<sub>3</sub>)**

The Overseas Index appreciation is calculated as follows:

$$\frac{(CL^2 - CL^1)}{CL^1} \text{ for } I_3 = \left[ \frac{(CL^2 - CL^1)}{CL^1} \times 33 \frac{1}{3}\% \text{ for } I_{3.1} + \frac{(CL^2 - CL^1)}{CL^1} \times 33 \frac{1}{3}\% \text{ for } I_{3.2} + \frac{(CL^2 - CL^1)}{CL^1} \times 33 \frac{1}{3}\% \text{ for } I_{3.3} \right]$$

Where:

I<sub>3.1</sub>: EURO STOXX 50® (Eurozone) 33 1/3%      I<sub>3.2</sub>: FTSE 100® (United Kingdom) 33 1/3%      I<sub>3.3</sub>: NIKKEI 225® (Japan) 33 1/3%

CL<sup>2</sup> = The average closing level of each of the reference indexes 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 indexes on these dates).

CL<sup>1</sup> = The closing level of each of the reference indexes on APRIL 11, 2012.

**INTEREST LIMIT**

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

17- The yield on the variable yield components does not take into account the payment of dividends or regular distributions on shares or other securities included in the index.

**RISK AND SUITABILITY**

18- 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. Ultimately, the yield of the portion based on the performance of the stock market may be null at maturity and only the minimum guaranteed interest could be paid. This Guaranteed Investment is different from traditional fixed-rate investments because it does not guarantee a return determined in advance. Also, the yield of the portion based on the performance of the stock market can only be known for certain at maturity and is a function of the appreciation of the securities, which could be subject to major fluctuations in the capital markets. Consequently, the Caisse cannot guarantee a yield at the Date of maturity on the portion of the yield based on the performance of the stock market.

19- The yield at maturity for the variable yield components of the Guaranteed Investment will not be affected by changes in exchange rates, even if the reference indexes are published in foreign currencies.

20- The Guaranteed Investment is not a direct investment in the reference securities or indexes of the variable yield components. 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.

21- Since the calculation method determines the closing level of the index using an average, the yield paid out at maturity may not reflect the performance of the variable yield components between the Date of Issue and the Date of Maturity.

22- 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.

23- 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**

24- 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 level of the reference indexes and security prices are public information and accessible to members.

(1-2-000001)

## TERMS AND CONDITIONS GOVERNING REDEMPTION AND CONVERSION OPTIONS

**25-** 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 27 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

**26-** 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 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

27- 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 level of the reference indexes), a change in the calculation, publication or numerical form of the stock market indexes, a change in the publication of 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 minimum guaranteed yield, an extraordinary event will not affect this minimum yield.

## ACCESS TO INFORMATION

28- 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

29- 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 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.

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