

**INVESTMENT AGREEMENT
MARKET-LINKED GUARANTEED INVESTMENT
ZENITUDE - DYNAMIC
GUARANTEED 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)
	2014-10-17	2019-10-17

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 24. 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).

FEES

- 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 Zenitude - Dynamic Guaranteed Portfolio in the following manner:

Interest = Principal X Cumulative return X 130%	
Principal	= The amount of the Initial Deposit plus the pre-issue interest accrued between the date of the Initial Deposit and Date of Issue.
Cumulative return	= Total cumulative return on components C ₁ to C ₃ as per their respective ratios. Components C ₁ to C ₃ are subject to a maximum return as described in section 14.
130%	= The rate of participation in the growth of the Zenitude - Dynamic Guaranteed Portfolio.
Maximum cumulative return including the participation rate of 130% = 29.900% equivalent to a maximum annual compound rate of return = 5.372%.	

OTHER CONDITIONS ON FOLLOWING PAGES

13- The Zenitude - Dynamic Guaranteed Portfolio is broken down in the following manner:

i - Variable-yield components:

C ₁ : Globally Diversified Basket	75%
C ₂ : S&P/TSX 60 Index	15%
C ₃ : Emerging Markets Basket	10%

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

i - Variable-yield components:

C₁ : Globally Diversified Basket

The cumulative return on the Globally Diversified Basket, which applies to 75% of the principal, shall be determined at maturity as follows:

$$\text{Cumulative return} = \left[\left(\frac{CP^2}{CP^1} \text{ for } S_1 + \frac{CP^2}{CP^1} \text{ for } S_2 + \dots + \frac{CP^2}{CP^1} \text{ for } S_{20} \right)^{1/20} \right] - 1$$

Maximum cumulative return = 23.000% equivalent to a maximum annual compound rate of return = 4.228%

If the cumulative return on the securities is negative, the value zero will be used in the calculation.

CP² = The average closing price of each security on August 8, 2019, September 9, 2019 and October 8, 2019 (or the following business day if no reading takes place on this security on any of these dates).

CP¹ = The price of each security at closing on October 8, 2014 (or the following business day if no reading takes place on this security on this date).

S₁ to S₂₀ = Each one of the twenty (20) securities listed below.

List of stock market securities. The weight applying to each security is 5%.

Security	Stock Market	Currency	Security	Stock Market	Currency
S ₁ : Agrium Inc. (AGU CT)	Toronto	Canadian dollars	S ₁₁ : Kraft Foods Group, Inc. (KRFT UW)	Nasdaq GS	U.S. dollars
S ₂ : Automatic Data Processing, Inc. (ADP UW)	Nasdaq GS	U.S. dollars	S ₁₂ : Mitsubishi Corporation (8058 JT)	Tokyo SE	Japanese Yen
S ₃ : Canadian Imperial Bank of Commerce (CM CT)	Toronto	Canadian dollars	S ₁₃ : Pfizer, Inc. (PFE UN)	New York SE	U.S. dollars
S ₄ : National Bank of Canada (NA CT)	Toronto	Canadian dollars	S ₁₄ : Power Corporation of Canada (POW CT)	Toronto	Canadian dollars
S ₅ : BCE Inc. (BCE CT)	Toronto	Canadian dollars	S ₁₅ : Reed Elsevier NV (REN NA)	EN Amsterdam	Euros
S ₆ : Canadian National Railway Co. (CNR CT)	Toronto	Canadian dollars	S ₁₆ : Roche Holding AG (ROG VX)	SIX Swiss	Swiss Francs
S ₇ : Commonwealth Bank of Australia (CBA AT)	Australia SE	Australian dollars	S ₁₇ : Royal Dutch Shell Plc (RDSA NA)	EN Amsterdam	Euros
S ₈ : Duke Energy Corporation (DUK UN)	New York SE	U.S. dollars	S ₁₈ : Telefonica S.A. (TEF SQ)	Continuous (Spain)	Euros
S ₉ : GlaxoSmithKline Plc (GSK LN)	London SE	Pound Sterling	S ₁₉ : Texas Instruments Incorporated (TXN UW)	Nasdaq GS	U.S. dollars
S ₁₀ : Kimberly-Clark Corp. (KMB UN)	New York SE	U.S. dollars	S ₂₀ : Total S.A. (FP FP)	Paris	Euros

C₂ : S&P/TSX 60 Index

The cumulative return on the S&P/TSX 60 Index, which applies to 15% of the principal, shall be determined at maturity as follows:

$$\text{Cumulative return} = \frac{CL^2 - CL^1}{CL^1}$$

Maximum cumulative return = 23.000% equivalent to a maximum annual compound rate of return = 4.228%

If the cumulative return on the S&P/TSX 60 Index is negative, the value zero will be used in the calculation.

CL² = The average closing level of the S&P/TSX 60 Index on August 8, 2019, September 9, 2019 and October 8, 2019 (or the following business day if no reading takes place on the index on these dates).

CL¹ = The closing level of the S&P/TSX 60 Index on October 8, 2014 (or the following business day if no reading takes place on the index on this date).

C₃ : Emerging Markets Basket

The cumulative return on the Emerging Markets Basket, which applies to 10% of the principal, shall be determined at maturity as follows:

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

Maximum cumulative return = 23.000% equivalent to a maximum annual compound rate of return = 4.228%

If the cumulative return on the securities is negative, the value zero will be used in the calculation.

CP² = The average closing price of each security on August 8, 2019, September 9, 2019 and October 8, 2019 (or the following business day if no reading takes place on this security on any of these dates).

CP¹ = The price of each security at closing on October 8, 2014 (or the following business day if no reading takes place on this security on this date).

S₁ to S₁₀ = Each one of the ten (10) securities listed on the following page.

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

Security	Stock Market	Currency	Security	Stock Market	Currency
S ₁ : MTN Group Ltd (MTN SJ)	Johannesburg	South African rand	S ₆ : Lukoil (LKOD LI)	London	U.S. dollars
S ₂ : Bank Of China Ltd (3988 HK)	Hong Kong	Hong Kong dollars		International	
S ₃ : China Construction Bank (939 HK)	Hong Kong	Hong Kong dollars	S ₇ : Fomento Economico Mexicano - Adr (FMX UN)	New York SE	U.S. dollars
S ₄ : China Mobile Ltd (941 HK)	Hong Kong	Hong Kong dollars	S ₈ : Samsung Electronics Ltd (005930 KP)	Korea SE	South Korean won
S ₅ : Hyundai Motor Co (005380 KP)	Korea SE	South Korean won	S ₉ : Taiwan Semiconductor Manufacturing (2330 TT)	Taiwan	Taiwan dollars
			S ₁₀ : Vale SA - Adr (VALE UN)	New York SE	U.S. dollars

INTEREST LIMIT

- 15- The interest paid at maturity, if applicable, on components C₁ to C₃ is subject to a maximum as described in section 14. The maximum annual compound rate of return that applies to the entire portfolio shall be set out in the notice of confirmation of the initial index.
- 16- The return on the variable-yield components does not take into account the payment of dividends or distributions on shares or other securities included of the portfolio.

RISK AND SUITABILITY

- 17- Since the return on 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 based on the performance of the stock market may be nil at maturity. This Guaranteed Investment is different from traditional fixed-rate investments because it does not guarantee a return determined in advance. Also, the yield 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 return at the Date of maturity.
- 18- The return at maturity on the variable-yield components of the Guaranteed Investment will not be affected by changes in exchange rates, even if the security prices and the S&P/TSX 60 Index are published in foreign currencies.
- 19- The Guaranteed Investment is not a direct investment in securities or the S&P/TSX 60 Index 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.
- 20- The cumulative return is calculated based on the average of the closing price of each security and the closing level of the S&P/TSX 60 Index, as described in section 14. Consequently, the yield paid out at maturity may not reflect the rate of return on the variable-yield components between the Date of Issue and the Date of Maturity.
- 21- Given the features of this kind of investment, the potential purchaser should consult his/her advisor to make sure that such an investment meets his/her investment objectives.
- 22- 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

- 23- The Caisse could find itself in a situation of conflict of interest 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 security prices and the level of the S&P/TSX 60 Index are public information and accessible to members.

TERMS AND CONDITIONS GOVERNING REDEMPTION AND CONVERSION OPTIONS

- 24- 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*	2017-10-16 to 2017-10-27	2018-10-15 to 2018-10-26
Date of determination of the redemption or conversion value	2017-11-08	2018-11-08
Effective date of the redemption or conversion**	2017-11-14	2018-11-14

* 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 return on 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 investment's cumulative return. **Therefore, the redemption or conversion value may not reflect the product's cumulative return since its issue, and may even be lower than the principal. The redemption or conversion value never equals the maximum possible value of the investment at maturity.**

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, it is recommended that the member inquire about the applicable tax treatments.

Extraordinary Events

Even if the Caisse intends to proceed with the redemption or conversion request on the dates specified, extraordinary events may arise, as stipulated in section 26 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.

RENEWAL AND TERMS AND CONDITIONS GOVERNING REDEMPTION OF PRINCIPAL AT MATURITY

25- 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 applicable, 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

26- 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 security prices and the level of the S&P/TSX 60 Index), a change in the calculation, publication or numerical form of the S&P/TSX 60 Index, 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, the substitution of securities, 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

27- The return on the investment is posted regularly on the Desjardins website (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 www.desjardins.com or upon request by calling 1-800-CAISSES.

TAXATION

28- 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. This information is of a general nature and constitutes neither a legal nor a fiscal opinion. Please discuss with your tax advisor for more information.

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EXAMPLE OF RETURN CALCULATION AT MATURITY (5-year term) - Bull Market

Components of the Zenitude - Dynamic Guaranteed Portfolio	Cumulative Return at maturity*	Minimum Guaranteed Cumulative Return and Maximum Cumulative Return considered	Cumulative Return used	Weight in the portfolio	Contribution to the Portfolio's Cumulative Return	Equivalent Compound Annual Return
C ₁ : Globally Diversified Basket	27.53%	0.00% to 23.00%	23.00%	75%	17.25%	
C ₂ : S&P/TSX 60 Index	15.68%	0.00% to 23.00%	15.68%	15%	2.35%	
C ₃ : Emerging Markets Basket	20.35%	0.00% to 23.00%	20.35%	10%	2.04%	
					21.64%	
The cumulative return includes the participation rate of 130% in the growth of the portfolio.					28.13%	5.08%

* See section 14 for details on how return is calculated for each component.

The return is presented solely for information purposes and is not a guarantee of future performance.

EXAMPLE OF RETURN CALCULATION AT MATURITY (5-year term) - Bear Market

Components of the Zenitude - Dynamic Guaranteed Portfolio	Cumulative Return at maturity*	Minimum Guaranteed Cumulative Return and Maximum Cumulative Return considered	Cumulative Return used	Weight in the portfolio	Contribution to the Portfolio's Cumulative Return	Equivalent Compound Annual Return
C ₁ : Globally Diversified Basket	3.68%	0.00% to 23.00%	3.68%	75%	2.76%	
C ₂ : S&P/TSX 60 Index	0.72%	0.00% to 23.00%	0.72%	15%	0.11%	
C ₃ : Emerging Markets Basket	-8.07%	0.00% to 23.00%	0.00%	10%	0.00%	
					2.87%	
The cumulative return includes the participation rate of 130% in the growth of the portfolio.					3.73%	0.74%

* See section 14 for details on how return is calculated for each component.

The return is presented solely for information purposes and is not a guarantee of future performance.

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