



*(Incorporated under the laws of the Province of Québec, Canada)*

**€7,000,000,000**

## **Global Medium Term Note Programme**

for the issue of

*Senior Notes with maturities of between three months and 30 years  
and Subordinated Notes*

On 15 April 1992, La Caisse centrale Desjardins du Québec ("**Caisse centrale**" or the "**Issuer**") entered into a Euro Medium Term Note Programme. This Base Prospectus supersedes any previous offering circulars and supplements thereto prepared in connection with that programme. Caisse centrale amended the programme on 18 January 2011 so that it became a Global Medium Term Note Programme (the "**Programme**"). Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. This Base Prospectus does not affect any Notes already issued.

Under the Programme, Caisse centrale may from time to time, subject to compliance with all relevant laws, regulations and directives, issue Global Medium Term Notes (the "**Notes**") payable in any currency agreed by Caisse centrale and the relevant Dealer (as defined herein). Notes to be issued under the Programme may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**") and may comprise (i) unsubordinated Notes ("**Senior Notes**") or (ii) subordinated Notes ("**Subordinated Notes**"). Senior Notes will have maturities of between three months and 30 years, and the maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed €7,000,000,000 (or its equivalent in other currencies) calculated as described herein.

The Notes will be issued to one or more of the Dealers specified under "Overview of the Programme and the Notes" (each a "**Dealer**" and together the "**Dealers**", which expression shall include any additional entity appointed as a Dealer under the Programme from time to time either in respect of the Programme or for a specific issue) on a continuing basis.

The minimum denomination of the Notes other than Exempt Notes (as defined below) shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes). Unless otherwise specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, the minimum denomination for (i) Registered Notes offered in reliance on the exemption from registration provided by Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") only shall be not less than US\$200,000 (or its equivalent in any other currency at the date of issue of the Notes), and (ii) Registered Notes offered under Rule 144A and Regulation S ("**Regulation S**") under the Securities Act shall be not less than US\$200,000 (or an amount in a Specified Currency that is not U.S. dollars, which is not less than €100,000 or the equivalent thereof at the date of issue of the Notes).

This Base Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under the Prospectus Directive (as defined below). The Central Bank of Ireland only approves this Base Prospectus as meeting the requirements imposed under Irish and European Union ("**EU**") law pursuant to the **Prospectus Directive** (as defined below). Such approval relates only to the Notes which are to be admitted to trading on a regulated market for purposes of Directive 2004/39/EC (the "**Markets in Financial Instruments Directive**") (a "**Regulated Market**") and/or which are offered to the public in any Member State of the European Economic Area. This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and has been prepared for the purpose of giving information with regard to the issue of Notes under the Programme during the period of twelve months from the date of its publication.

Application has been made to the Irish Stock Exchange for Notes issued under the Programme (other than Exempt Notes) to be admitted to the Official List of the Irish Stock Exchange (the "**Official List**") and trading on its regulated market.

References in this Base Prospectus to Notes (other than Exempt Notes) being "**listed**" (and all related references) shall mean such Notes have been admitted to the Official List and to trading on its regulated market. The regulated market of the Irish Stock Exchange is a Regulated Market for the purposes of the Markets in Financial Instruments Directive. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation option or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation options as may be agreed with the Issuer.

The requirement to publish a prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the Relevant Member State (as defined below)). References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Directive. The Central Bank has neither approved nor reviewed information contained in this Base Prospectus pertaining to Exempt Notes.

**See "Risk Factors" on pages 1 through 18 for a discussion of certain risks that should be considered in connection with an investment in certain types of Notes which may be offered under the Programme.**

The Notes have not been and will not be registered under the Securities Act. The Notes offered in accordance with Rule 144A (the “**Rule 144A Notes**”) and Regulation S (the “**Regulation S Notes**”) may not be offered or sold within the United States or to or for the account or benefit of U.S. persons (within the meaning of Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, (i) the Regulation S Notes are being offered only in offshore transactions to non-U.S. persons in reliance upon Regulation S under the Securities Act and (ii) the Rule 144A Notes are being offered only to “qualified institutional buyers” in reliance upon Rule 144A under the Securities Act. See “*Form of the Notes*” for a description of the manner in which Notes will be issued. The Notes are subject to certain restrictions on transfer: see “*Subscription and Sale and Transfer and Selling Restrictions*.” The Bearer Notes may also be subject to U.S. tax law requirements.

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the “SEC”), the securities commission of any State or other jurisdiction in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.

The Notes constitute unconditional liabilities of Caisse centrale. The Notes are not insured by the U.S. Federal Deposit Insurance Corporation, under the *Deposit Insurance Act (Québec)* or the *Canada Deposit Insurance Corporation Act (Canada)* or by any governmental agency.

**Arranger**  
**BNP PARIBAS**  
**Dealers**

Barclays  
BofA Merrill Lynch  
Commerzbank  
Credit Suisse  
DZ BANK AG  
J.P. Morgan  
NATIXIS  
Société Générale Corporate & Investment Banking  
UBS Investment Bank

BNP PARIBAS  
Citigroup  
Crédit Agricole CIB  
Deutsche Bank  
HSBC  
Morgan Stanley  
RBC Capital Markets  
The Royal Bank of Scotland

Notice of the aggregate nominal amount of, interest payable in respect of, the issue price of, and any other terms and conditions not contained herein which are applicable to, each Tranche (as defined herein) of Notes will be set forth in one or more final terms documents (the “**Final Terms**”) or in a drawdown prospectus specific to such Notes (the “**Drawdown Prospectus**”), or (in the case of Exempt Notes) a pricing supplement (the “**Pricing Supplement**”) as described under “*Final Terms, Pricing Supplement and Drawdown Prospectus*”. The Final Terms with respect to Notes to be admitted to the Official List and to trading on the regulated market of the Irish Stock Exchange will be delivered to the Central Bank and the Irish Stock Exchange on or before the date of issue of the Notes of such Tranche and, if required, a Drawdown Prospectus will be approved by the Central Bank and published by the Issuer on or before the date of admission of trading of such Notes to the regulated market of the Irish Stock Exchange.

This Base Prospectus (including the documents incorporated by reference) and copies of each Final Terms for Notes (i) can be viewed on the website of the Central Bank at <http://www.centralbank.ie> under the name of the Issuer and (ii) will be available for inspection at the specified office of the Bearer Fiscal Agent (as defined herein) and the Registered Fiscal Agent (as defined herein) during normal business hours and upon reasonable notice and for collection free of charge from the head office of Caisse centrale in Montréal, Québec.

The credit ratings of the Programme have been assigned by Moody’s Canada Inc. (“**Moody’s Canada**”), by Standard and Poor’s Rating Services, a business unit of The McGraw-Hill Companies (Canada) Corporation (“**S&P Canada**”) and by DBRS Limited (“**DBRS**”) and the credit ratings of the Issuer’s debt referred to on page 207 have been assigned by Moody’s Canada, Standard & Poor’s Financial Services LLC (“**S&P USA**”), DBRS and Fitch Ratings Ltd. (“**Fitch**”). None of these rating agencies is established in the EU or is registered under Regulation (EC) No 1060/2009, as amended (the “**CRA Regulation**”). However, Moody’s Investors Service Ltd., Standard and Poor’s Credit Market Services Europe Ltd., DBRS Ratings Limited and Fitch Ltd., which are established and registered in the EU, have endorsed the ratings of Moody’s Canada, S&P Canada and S&P USA, DBRS and Fitch, respectively. See “*Important Notices – Credit Ratings*” and “*Caisse centrale – Ratings*”.

The Bearer Notes of each issue will either initially be represented by one or more temporary global Notes or, if agreed between the Issuer and the relevant Dealer (only in the cases where otherwise permitted by applicable United States law), be represented, as at the issue date thereof, by a permanent global Note which will be deposited with (a) if the global Note is intended to be issued in new global note (“**NGN**”) form, a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and (b) if the global Note is intended to be issued in classic global note (“**CGN**”) form, a common depository on behalf of Euroclear and/or Clearstream, Luxembourg and/or such other clearing system as otherwise agreed, as further described under “*Form of the Notes*.” Interests in a temporary global Note will be exchangeable for interests in a permanent global Note upon customary certification as to non-U.S. beneficial ownership. Interests in a permanent global Note will be exchangeable in limited circumstances specified therein for definitive Notes only in the manner and upon compliance with the procedures described in “*Form of the Notes*” or as specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

Registered Notes sold in reliance on Regulation S under the Securities Act will be issued in the form of **“Regulation S Global Notes”**, while Registered Notes sold in reliance on Rule 144A under the Securities Act will be issued in the form of **“Rule 144A Global Notes”** (together, the **“Global Registered Notes”**). If a Regulation S Global Note is held under the new safekeeping structure for registered global securities (the **“NSS”**), the Regulation S Global Note will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and/or Clearstream Luxembourg and registered in the name of a nominee for the Common Safekeeper (a **“Euro Regulation S Global Note”**). Rule 144A Global Notes and any Regulation S Global Notes not held under the NSS (a **“DTC Regulation S Global Note”**) will be deposited with a custodian for, and registered in the name of a nominee for, The Depository Trust Company (**“DTC”**). Alternatively, Regulation S Global Notes not held under the NSS may be deposited with a common depository for, and registered in the name of a nominee of, Euroclear or Clearstream, Luxembourg, as the case may be. Registered Notes will be exchangeable for Definitive Registered Notes in the limited circumstances specified under *“Terms and Conditions of the Notes.”*

Caisse centrale may agree with any Dealer (as defined herein) that Notes may be issued in a form and with terms and conditions not contemplated by the Terms and Conditions of the Notes herein, in which event a Drawdown Prospectus, if appropriate, or, in the case of Exempt Notes, a Pricing Supplement which sets out such revised terms and conditions as aforesaid will be made available which will describe the effect of the agreement reached in relation to such Notes.

## **IMPORTANT NOTICES**

This document does not constitute a prospectus for purposes of Section 12(a)(2) of, or any other provision of or rule under, the Securities Act.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms or Pricing Supplement for each relevant Tranche of Notes issued under the Programme. To the best of the knowledge and belief of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with any supplements hereto as may be approved by the Central Bank from time to time and with all documents which are incorporated herein or therein by reference (see “*Documents Incorporated by Reference*”) and, in relation to any particular Tranche of Notes, the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement. This Base Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus.

This document supersedes the prospectus of Caisse centrale dated 2 April 2015, except that Notes issued on or after the date of this document which are to be consolidated and form a single series with Notes issued prior to the date hereof will be subject to the Terms and Conditions of the Notes applicable on the date of issue for the first tranche of Notes of such series. Those Terms and Conditions are incorporated by reference in, and form part of, this Base Prospectus. See “*Documents Incorporated by Reference*.”

Save for Caisse centrale, no other party has separately verified all of the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of all of the information contained in this Base Prospectus or any other information provided by Caisse centrale in connection with this Base Prospectus or the Notes. The Dealers accept no liability in relation to the information contained in this Base Prospectus or any other information provided by Caisse centrale in connection with this Base Prospectus or the Notes. The Dealers expressly do not undertake to review the financial condition or affairs of Caisse centrale and its subsidiaries during the life of the Programme.

No person has been authorized to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with this Base Prospectus or the Notes. None of Caisse centrale, the Arranger or any Dealer takes any responsibility for, or provides any assurance as to the reliability of, any information supplied or represented by any other person in connection with the Base Prospectus or any Notes.

Neither this Base Prospectus, nor any information incorporated herein by reference nor any other information supplied in connection with this Base Prospectus or the Notes should be

considered as recommendations by Caisse centrale or any of the Dealers that any recipient of this Base Prospectus, or any information incorporated herein by reference or any other information supplied in connection with this Base Prospectus or the Notes, should purchase any of the Notes. Each investor contemplating purchasing any of the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of Caisse centrale. Neither this Base Prospectus, nor any information incorporated herein by reference nor any other information supplied in connection with this Base Prospectus or the Notes constitutes an offer or invitation by or on behalf of Caisse centrale or any of the Dealers to any person to purchase any of the Notes.

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning Caisse centrale is correct at any time subsequent to the date hereof or that any other information supplied in connection with this Base Prospectus or the Notes is correct as of any time subsequent to the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms or Pricing Supplement and the offer or sale of the Notes may be restricted by law in certain jurisdictions. In particular, no action has been taken by Caisse centrale or any Dealer that would permit a public offering of the Notes. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the Prospectus Directive and any other applicable laws and regulations and the Dealers have represented that all offers and sales by them will be on the same terms. Persons into whose possession this Base Prospectus, any Notes or any other offering material come must inform themselves about, and respect, any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of the Base Prospectus, Final Terms, Pricing Supplements and other offering material in relation to the Notes in Canada, the United States, the EEA (including the United Kingdom, France, Italy and the Netherlands), Hong Kong, Japan and Singapore see “*Subscription and Sale and Transfer and Selling Restrictions*” below. Neither the Base Prospectus nor any Final Terms nor, in the case of Exempt Notes, any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized nor to any person to whom it is unlawful to make such offer or solicitation.

This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of any Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorized, nor do they authorise, the making of any offer of any Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Notes have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons (see “*Subscription and Sale and Transfer and Selling Restrictions*”).

In this Base Prospectus, references to “C\$” are to Canadian dollars, references to “US\$” are to United States dollars, references to “euro” and “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, references to “yen” are to Japanese yen, and references to “sterling” and “£” are to United Kingdom pounds sterling. References herein to the “European Economic Area” or the “EEA” are to the Member States of the EU together with Iceland, Norway and Liechtenstein.

For the purposes of this Base Prospectus, the expression “Prospectus Directive” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

In this Base Prospectus, all references to “relevant Condition(s)” are, unless the context otherwise requires, to the Conditions described under “Terms and Conditions of the Bearer Notes” in the case of the Bearer Notes and “Terms and Conditions of the Registered Notes” in the case of the Registered Notes.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN THE APPLICABLE FINAL TERMS OR, IN THE CASE OF EXEMPT NOTES, PRICING SUPPLEMENT MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF THE RELEVANT STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

***The Notes may not be a suitable investment for all investors***

Each potential investor in the Notes must determine (at the time of the initial investment and on an on-going basis) the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

***Obligations under the Notes***

The Notes will not represent an obligation or be the responsibility of any of the Dealers, the Arranger or any other person involved in or associated with the Programme, or their officers, directors, employees, security holders or incorporators, other than Caisse centrale. Caisse centrale will be liable solely in its corporate capacity solely to the extent of its respective obligations in respect of the Notes and such obligations will not be the obligations of any of its respective officers, directors, employees, security holders or incorporators, as the case may be.

The Notes are not insured under the *Deposit Insurance Act* (Québec), the *Canada Deposit Insurance Corporation Act* (Canada) or by any governmental agency and are not guaranteed by the Fédération des caisses Desjardins du Québec (the "**Federation**"), the Desjardins Group or any other affiliate of Caisse centrale. The equity maintenance agreement described under "*Desjardins Group*" on page 209 hereof is not in any way a guarantee of the Notes, and investors in the Notes will not have any rights as third party beneficiaries or otherwise under the equity maintenance agreement and will have no right to receive any guarantee or other payments in respect of the Notes from the Federation or any other affiliate of Caisse centrale.



## U.S. INFORMATION

The Notes have not been approved or disapproved by the SEC or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Base Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Base Prospectus. Any representation to the contrary is unlawful.

This Base Prospectus is being provided on a confidential basis in the United States to a limited number of persons reasonably believed to be “qualified institutional buyers” within the meaning of Rule 144A (“**QIBs**”) for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorized. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted. Registered Notes may be offered or sold within the United States only to QIBs in transactions exempt from registration under the Securities Act. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act. Each purchaser or holder of Registered Notes (whether in definitive form or represented by a Global Registered Note) sold in transactions to QIBs in accordance with the requirements of Rule 144A will be deemed, by its acceptance or purchase of any such Registered Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in “*Subscription and Sale and Transfer and Selling Restrictions*”. Unless otherwise stated, terms used in this paragraph have the meanings given to them in “*Terms and Conditions of the Registered Notes*” and “*Subscription and Sale and Transfer and Selling Restrictions*”.

## CREDIT RATINGS

The Programme has been rated Aa2 (negative outlook) (P-1 for short term Senior Notes<sup>\*</sup>) by Moody's Canada, A+ (stable) by S&P Canada and AA (negative outlook) by DBRS in respect of Senior Notes. The Programme has been rated A2<sup>\*</sup> by Moody's Canada, BBB+ (stable) by S&P Canada and AA (low) (negative outlook) by DBRS in respect of Subordinated Notes. Tranches of Notes issued under the Programme may be rated or unrated (in each case as specified in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement). Where a Tranche is rated, such rating will not necessarily be the same as the rating assigned to the Programme. **A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction, revision or withdrawal at any time by the assigning rating agency.**

The ratings of each Series of Notes to be issued under the Programme may be specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement. In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU credit rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). In addition to the Programme ratings provided by Moody's Canada, S&P Canada and DBRS, each of Moody's Canada, S&P Canada, DBRS and Fitch has provided issuer ratings for Caisse centrale as specified under "Description of the Issuer – Issuer Credit Ratings".

None of Moody's Canada, S&P Canada, DBRS or Fitch is established in the EU. However, ratings issued by Moody's are endorsed by Moody's Investors Service Ltd., which is established in the EU and registered under the CRA Regulation. Ratings issued by S&P are endorsed by Standard & Poor's Credit Market Services Europe Ltd. which is established in the EU and registered under the CRA Regulation. Ratings issued by Fitch are endorsed by Fitch Ltd, which is established in the EU and registered under the CRA Regulation. Ratings issued by DBRS are endorsed by DBRS Ratings Limited, which is established in the EU and registered under the CRA Regulation.

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<sup>\*</sup> Short term and subordinated debt ratings are not assigned an outlook by Moody's Canada.

## **PRESENTATION OF FINANCIAL INFORMATION**

Caisse centrale and Desjardins Group prepare their consolidated financial statements and combined financial statements, respectively, in Canadian dollars. Such financial statements incorporated by reference herein are presented in Canadian dollars, unless otherwise expressly indicated in this Base Prospectus and/or the documents incorporated by reference herein. Any references in this Base Prospectus to "\$" or "dollars" are to Canadian dollars unless otherwise indicated. Caisse centrale's consolidated financial statements for the year ended 31 December 2015 and comparative information for the year ended 31 December 2014 have been prepared in accordance with International Financial Reporting Standards as adopted by the International Accounting Standards Board ("**IFRS**"). IFRS differs in certain respects from U.S. generally accepted accounting principles.

Furthermore, unless otherwise indicated, any reference in this Base Prospectus to financial statements of Caisse centrale or the Desjardins Group refers to such financial statements as filed on the System for Electronic Document Analysis and Retrieval (SEDAR) maintained by the Canadian Securities Administrators. In the case of the Desjardins Group, such information is filed on SEDAR under the caption "Capital Desjardins inc."

## TABLE OF CONTENTS

	<i>Page</i>
U.S. INFORMATION .....	ix
CREDIT RATINGS .....	x
PRESENTATION OF FINANCIAL INFORMATION .....	xi
RISK FACTORS .....	1
DOCUMENTS INCORPORATED BY REFERENCE .....	19
AVAILABLE INFORMATION UNDER RULE 144A .....	22
FORWARD-LOOKING STATEMENTS .....	23
FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS .....	25
OVERVIEW OF THE PROGRAMME AND THE NOTES .....	26
FORM OF THE NOTES .....	39
TERMS AND CONDITIONS OF THE BEARER NOTES .....	53
PRO FORMA FINAL TERMS FOR BEARER NOTES OTHER THAN EXEMPT NOTES .....	87
PRO FORMA PRICING SUPPLEMENT FOR BEARER NOTES THAT ARE EXEMPT NOTES .....	102
TERMS AND CONDITIONS OF THE REGISTERED NOTES .....	119
PRO FORMA FINAL TERMS FOR REGISTERED NOTES OTHER THAN EXEMPT NOTES .....	167
PRO FORMA PRICING SUPPLEMENT FOR REGISTERED NOTES THAT ARE EXEMPT NOTES ...	182
SPECIAL PROVISIONS RELATING TO FOREIGN CURRENCY NOTES .....	198
USE OF PROCEEDS .....	199
DESCRIPTION OF THE ISSUER .....	200
DESJARDINS GROUP .....	209
SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS .....	211
TAXATION .....	222
CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFITS PLANS .....	237
GENERAL INFORMATION .....	239

## **RISK FACTORS**

*Caisse centrale believes that the following factors could be material for the purpose of assessing the market risks associated with Notes issued under the Programme and/or may affect their abilities to fulfill their obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the likelihood or extent to which any such contingencies may affect the ability of Caisse centrale to pay interest, principal or other amounts on or in connection with any Notes.*

*Caisse centrale believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of Caisse centrale to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and Caisse centrale do not represent that the statements below regarding the risks of holding any Notes are exhaustive. The risks described below are not the only risks Caisse centrale faces. Additional risks and uncertainties not presently known to Caisse centrale or that it currently believes to be immaterial could also have a material impact on their business operations or affect the ability of Caisse centrale to pay interest, principal or other amounts on or in connection with any Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including information incorporated by reference) and any applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement to reach their own views prior to making any investment decision.*

### **Factors which are material for the purpose of assessing risks associated with Caisse centrale**

Caisse centrale is exposed to different types of risks in the normal course of operations. These risks are:

#### ***Credit risk***

Credit risk is the risk of losses resulting from a borrower's, guarantor's, issuer's or counterparty's failure to honour its contractual obligations, whether or not these obligations appear on Caisse centrale's consolidated statement of financial position. Caisse centrale is exposed to credit risk through its direct business, the public and parapublic sectors, business and individual loans. It is also exposed through various other commitments including letters of credit and transactions involving derivative financial instruments and securities. Examples include exposure to counterparty credit risk through its derivative financial instruments and securities lending transactions, including repurchase and reverse repurchase agreements in addition to securities borrowings and lending. Failure to effectively manage credit risk across Caisse centrale and all its products, services and activities can have a direct, immediate and material impact on Caisse centrale's earnings and reputation.

#### ***Counterparty and Issuer Risk***

Counterparty and issuer risk is a credit risk to which Caisse centrale and the Desjardins Group as a whole is exposed through various types of securities, derivative financial instruments and securities lending transactions. The ability of Caisse centrale to make payments under the Notes is subject to general credit risks, including credit risks of borrowers and their ability to pay or perform under their respective obligations.

### ***Market Risk***

Market risk is the risk of changes in the fair value of financial instruments resulting from fluctuations in the parameters affecting this value; in particular, interest rates, exchange rates, credit spreads and their volatility. Caisse centrale is exposed to market risk primarily through positions taken in the course of its traditional financing and trading activities. The risk of loss as a result of interest rate and exchange rate volatility is the main aspect of market risk to which Caisse centrale is exposed.

### ***Structural Interest Rate Risk***

Structural interest rate risk is the potential impact of interest rate fluctuations on Caisse centrale's net interest income and economic value of members' equity. Structural interest rate risk is the main component of market risk for Caisse centrale's traditional banking activities other than trading, such as accepting deposits and granting loans, as well as for the securities portfolio used for long-term investment purposes and as liquidity reserves.

### ***Foreign Exchange Risk***

Foreign exchange risk is the risk that the actual or expected value of assets denominated in a foreign currency will be higher or lower than that of liabilities denominated in the same currency. In certain specific situations, Caisse centrale may become exposed to foreign exchange risk, particularly with respect to the U.S. dollar and the euro. Fluctuations in currency may adversely impact the earnings of Caisse centrale.

Caisse centrale's exposure mainly arises from its intermediation activities with members and clients, and its financing and investing activities. To ensure that such exposure is properly controlled, Caisse centrale uses, among other things, derivative financial instruments such as forward exchange contracts and currency swaps.

### ***Liquidity Risk***

Liquidity risk is the capacity of Caisse centrale to raise the necessary funds (by increasing liabilities or converting assets) to meet a financial obligation, whether or not it appears on Caisse centrale's consolidated statements of financial position. Demand for cash can arise from withdrawals of deposits, debt maturities and commitments to provide credit. Liquidity risk also includes the risk of not being able to sell assets in a timely manner at a reasonable price.

### ***Operational Risk***

Operational risk is the risk of inadequacy or failure attributable to processes, people, internal systems or external events resulting in losses, failure to achieve objectives or a negative effect on reputation. This risk is inherent to all business activities, as well as internal and outsourcing activities. If they were to materialise, these risks may lead to losses as a result of theft, fraud, damages to tangible assets, illegal acts, systems failures, unauthorised access to computer systems (cyber crime), or problems or errors in process management. Failure to manage operational risk can result in significant financial loss, reputational harm, regulatory censure and penalties, or failure in the management of other risks such as credit or market risk.

### ***Strategic Risk***

Strategic risk is the risk of possible loss attributable to an inability to adapt to a changing environment because of failure to act, an inappropriate strategic choice or the inability to effectively implement strategies.

### ***Reputation Risk***

Reputation risk is the risk of being perceived negatively by stakeholders, whether or not justifiable, because of Caisse centrale or Desjardins Group's practices, actions or lack of action, which could have an unfavourable impact on income and equity, and the trust that it inspires.

### ***Pension Plan Risk***

Pension plan risk is the risk of loss resulting from pension plan commitments made by the Desjardins Group for the benefit of its employees arising primarily from interest rate, price, foreign exchange rate and/or longevity risks.

### ***Environmental Risk***

Environmental risk is the risk of losses to the Desjardins Group's financial, operational or reputational value (including losses to the financial, operational or reputational value of Caisse centrale) resulting from the impact of environmental issues, whether arising from the Desjardins Group's (including, as applicable, Caisse centrale's) credit and investment activities or related to the Desjardins Group's own operations or the operations of Caisse centrale. In addition to the potential financial losses that could be incurred through poor management of environmental risk, there is increased risk through the impairment of assets pledged as security and greater reputational risk should assets taken as collateral become the subject of discussions in the media of social and environmental issues.

### ***Legal and Regulatory Environment Risk***

Legal and regulatory environment risk is risk arising from non-compliance by Desjardins Group (including Caisse centrale) with laws, regulations, standards and practices applicable to its activities as well as the various internal codes of conduct, and its contractual commitments, that could lead to consequences including a financial loss, the imposition of sanctions, damages to its reputation, legal action or increased monitoring by the regulatory authorities. Legal and regulatory environment risk management entails, inter alia, effectively preventing and handling possible disputes and claims that may lead in particular to judgments or decisions by a court of law or regulatory authority that could result in financial penalties or sanctions. Present and future legal decisions as well as legislative activity could increase Caisse centrale or Desjardins Group's exposure to new sorts of litigation. Furthermore, certain legal proceedings against Caisse centrale or Desjardins Group may be very complex and address legal theories that are new or that have never been verified. The outcome of such proceedings may be difficult to predict or estimate until the proceedings are in an advanced stage, which may take several years. Class action or multi-party lawsuits may present an additional risk of decisions awarding substantial pecuniary, non-pecuniary or exemplary damages. The plaintiffs filing a class action or other lawsuit sometimes make claims for very substantial amounts, and it is impossible to determine Caisse centrale or Desjardins Group's liability, if any, for a considerable period of time. Legal liability or a significant

regulatory measure could have a negative impact on Caisse centrale or Desjardins Group's current operations, operating results and financial position, in addition to tarnishing its reputation. Even if Caisse centrale or Desjardins Group prevails before the courts or was no longer subject to the measures imposed by regulatory bodies, these situations could damage its reputation and have a negative impact on its financial position, particularly due to the costs associated with these procedures and its corporate image.

The financial services industry is one of the most strictly regulated and monitored sectors. In recent years, the regulations governing the industry have expanded significantly in response to numerous socio-economic phenomena such as the development of new, increasingly complex financial products, the continuing volatility in the securities industry, financial fraud, and the fight against money laundering and terrorist financing, to mention but a few. In addition to federal (Canadian and U.S.) and provincial government requirements, the regulatory environment also includes organizations such as the Autorité des marchés financiers (Québec), the Canadian securities administrators, the Financial Transactions and Reports Analysis Centre of Canada, the Mutual Fund Dealers Association of Canada, the Investment Industry Regulatory Organization of Canada and, in the U.S., the Office of the Comptroller of the Currency, the SEC and the Financial Industry Regulatory Authority. Complying with major legislative and regulatory changes such as those for the protection of personal information, the Foreign Account Tax Compliance Act, the Dodd-Frank Act or the Basel Accord requires considerable technical, human and financial resources and also affects the way Caisse centrale manages its current operations and implements its business strategies. It should be noted that Caisse centrale is not directly subject to all these regulations, but they are nevertheless part of Desjardins Group's regulatory environment.

Discussed below are a number of other factors that could cause Caisse centrale's results to differ significantly from those anticipated. The factors discussed below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties that face Caisse centrale's business.

***General economic and business conditions in regions where Caisse centrale conducts business***

General economic and business conditions in the regions in which Caisse centrale operates, principally the Province of Québec, may significantly affect its revenues and income. These conditions include short and long-term interest rates, inflation, debt securities market fluctuations, foreign exchange rates, the volatility of capital markets, tighter liquidity conditions in certain markets, the indebtedness level, the strength of the economy, consumer spending and saving habits and the volume of business conducted by Caisse centrale in a given region. For example, a regional economic decline may result in an increase in credit losses, a decrease in loan growth and reduced capital markets activity. In addition, higher interest rates may, given the current level of indebtedness of Canadian households, result in an adverse effect on consumers' ability to service their debt, leading to an increased risk of loan losses for financial institutions (including Caisse centrale). The monetary policies of the Bank of Canada and the U.S. Federal Reserve as well as other interventionist measures in capital markets by public organizations have repercussions on Caisse centrale's revenues. Changes in the money supply and the general level of interest rates can impact Caisse centrale's profitability. The Issuer has no control over changes in monetary policies or capital market conditions.



### ***Foreign exchange rates***

Exchange rate fluctuations in the Canadian dollar, the U.S. dollar and other foreign currencies may affect Caisse centrale's financial condition and its future financial results. Fluctuations in the Canadian dollar could also adversely impact the earnings of Caisse centrale's business clients in Canada.

### ***Monetary policies***

The monetary policies of the Bank of Canada and the Federal Reserve Board in the United States, as well as interventions in capital markets, have an impact on Caisse centrale's income. The general level of interest rates may impact Caisse centrale's profitability. Fluctuations in interest rates affect the spread between interest paid on deposits and interest earned on loans, thereby affecting Caisse centrale's net interest income. Caisse centrale has no control over changes in monetary policies or capital market conditions, and it therefore cannot forecast or anticipate them systematically.

### ***Competition***

Caisse centrale must not only deal with strong competition between major financial institutions, but also competition from new non-bank players that offer services traditionally provided by financial institutions. The level of competition in markets in which Caisse centrale operates affects its performance. Client retention depends on many factors such as product and service pricing, changes to the products and services offered, Caisse centrale's reputation, the quality of customer service delivery, technological advancements and competition behavior. To the extent that Caisse centrale is no longer able to compete or is unable to adequately compete with incumbent financial institutions and new non-bank players, these factors may adversely affect its business.

### ***Accuracy and Completeness of information concerning clients and counterparties***

When evaluating credit or other transactions with clients and counterparties, Caisse centrale relies in part on information provided by them, including financial statements and other financial information. It may also rely on representations made by clients and counterparties regarding, among other things, the completeness and accuracy of such information, and on auditors' reports regarding the financial statements. The financial condition and revenues of Caisse centrale could be adversely affected if it relied on financial statements that do not comply with accounting principles, are misleading or do not present fairly, in all material respects, the financial condition and the results of the operations of clients and counterparties. Caisse centrale trains its employees and implements procedures to mitigate the risks related to the use of inaccurate, incomplete or fraudulent information from its members, clients or counterparties.

### ***Accounting policies used by Caisse centrale***

The accounting policies that Caisse centrale uses determine how it reports its financial position and results of operations, and they may require management to make estimates or rely on assumptions about matters that are inherently uncertain. Any change to these estimates and assumptions may have a significant impact on Caisse centrale's results of operations and financial position.

### ***New products and services to retain or increase market share***

Strong competitive pressures from Canadian financial institutions and the emergence of new competitors have led Caisse centrale to develop new products and services at a faster pace to maintain or increase its attractiveness as a financial institution with its clients. Developing these new products and services could require significant investments by Caisse centrale or include risks not identified at the time of their development. In addition, future changes made to standards, laws and regulations, including changes affecting their interpretation or implementation, could restrict Caisse centrale's offering of new products and services or enhance the ability of competitors to compete with these products and services. Caisse centrale cannot be certain that the new products and services it offers will result in some or all of the anticipated financial benefits.

### ***Ability to recruit and retain key management personnel, including executives***

Caisse centrale's future performance depends partly on its ability to recruit and retain key management personnel, including senior management, as there is fierce competition in this area in the financial services industry. Caisse centrale cannot be sure that it will be able to continue to recruit and retain key management personnel, including senior management, even though this is one of the objectives of its human resources management policies and practices.

### ***Business infrastructure***

Third parties provide some of the essential components of Caisse centrale's business infrastructure, such as Internet connections and network access. Interruptions in network access services or other communication services provided by such third parties could adversely affect the ability of Caisse centrale to offer products and services to customers and to otherwise conduct its business and could damage its reputation.

### ***Geographic concentration***

Caisse centrale's operations are heavily concentrated in Québec. As of 31 December 2015, Caisse centrale's lending in the Province of Québec accounted for 88.8% of its aggregate loan portfolio. As a result of this significant geographic concentration, Caisse centrale's results largely depend on economic conditions in Québec. Any deterioration in economic conditions in this market could have negative impacts on:

- (i) past due loans;
- (ii) problem assets and foreclosed property;
- (iii) claims and lawsuits;
- (iv) demand for products and services; and
- (v) the collateral value of the loans, especially mortgages and by extension clients' borrowing capacity, the value of assets associated with impaired loans and collateral coverage.

### ***Social media***

Risks related to social media could have an adverse effect on Caisse centrale's reputation on account of the wide scope of such media and real-time interactions. Reputational risk may arise from negative public

opinion about the actual or perceived manner in which Caisse centrale conducts its business, its financial performance and actual or perceived practices in banking and the financial services industry generally. Negative public opinion, which may spread due to the rapid growth of social media, may adversely affect Caisse centrale's ability to keep and attract clients and customers. Social media also represent a risk of information leaks and non-compliance with regulatory requirements.

### ***Credit Ratings***

The credit ratings assigned to Caisse centrale by rating agencies are instrumental to its access to sources of wholesale funding and the cost of such funding. There can be no assurance that Caisse centrale's credit ratings and rating outlooks from rating agencies will be maintained. A downgrade to any of Caisse centrale's credit ratings could raise its cost of funding as well as reduce access to capital markets.

### ***Other factors***

Other factors that may have an impact on Caisse centrale's future results include changes in tax laws, unexpected changes in consumer spending and saving habits, technological changes, the ability to implement Caisse centrale's disaster recovery plan within a reasonable time, the possible impact on Caisse centrale's business of international conflicts or natural disasters, and Caisse centrale's ability to anticipate and manage the risks associated with these factors properly, despite a disciplined risk management environment.

### **Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**

#### ***Caisse centrale is the sole obligor of the Notes***

Caisse centrale is the sole obligor of the Notes and will be solely responsible for payments of principal and interest on the Notes. The Notes are not insured under the *Deposit Insurance Act (Québec)*, the *Canada Deposit Insurance Corporation Act (Canada)* or by any governmental agency and are not guaranteed by the Federation, the Desjardins Group or any other affiliate of Caisse centrale. The equity maintenance agreement is not in any way a guarantee of the Notes, and investors in the Notes will not have any rights as third party beneficiaries or otherwise under the equity maintenance agreement and will have no right to receive any guarantee or other payments in respect of the Notes from the Federation or any other affiliate of Caisse centrale.

#### ***Caisse Centrale is dependent on the Federation, its caisse network and the other members of the Desjardins Group***

A significant portion of Caisse centrale's cash flow and income is derived from its lending and other relationships with the Federation and to a lesser degree the other members of the Desjardins Group. The Federation, in turn, depends on interest and other payments from the caisses and the other members of the Desjardins Group for its income. Accordingly, conditions adversely affecting the caisses and the other members of the Desjardins Group could impair the Federation's ability to satisfy its obligations to Caisse centrale. A default by the Federation or such other persons in their obligations to Caisse centrale would materially impair its ability to make payments on the Notes.

## **Risks related to the structure of a particular issue of Notes**

### *Notes subject to optional redemption by Caisse centrale*

An optional redemption feature of Notes is likely to limit their market value. During any period when Caisse centrale may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

If the Final Terms or Pricing Supplement provide for an Issuer Call Option, Caisse centrale may redeem all or some of the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### *Floating Rate Notes with caps or floors*

Notes with variable interest rates can be volatile investments. If they are structured to include caps or floors, or other leverage multipliers, or factors, or other similar related features, their market values may be even more volatile than those of securities that do not include those features.

### *Fixed/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that Caisse centrale may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Caisse centrale's ability to convert the interest rate will affect the secondary market and the market value of the Notes since Caisse centrale may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If Caisse centrale converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on the other Notes. If Caisse centrale converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Notes.

*Notes that bear interest at rates based on LIBOR and/or EURIBOR may be adversely affected by a change in inter-bank lending rate reporting practices or the method in which LIBOR and/or EURIBOR is determined*

Floating Rate Notes that bear interest at rates based on the London inter-bank offered rate ("LIBOR") and/or EURIBOR may be adversely affected by a change in inter-bank lending rate reporting practices or the method in which LIBOR and/or EURIBOR is determined. Regulators and law enforcement agencies from a number of governments have been conducting investigations relating to the LIBOR across a range of maturities and currencies, and certain financial institutions that were member banks surveyed by the British Bankers' Association in setting daily LIBOR have entered into agreements with the U.S. Department of Justice, the U.S. Commodity Futures Trading Commission and/or the Financial Conduct Authority in order to resolve the investigations. In September 2012, the United Kingdom

government published the results of its review of LIBOR, which is referred to as the “Wheatley Review”. The Wheatley Review made a number of recommendations for changes with respect to LIBOR, including the introduction of statutory regulation of LIBOR, the transfer of responsibility for LIBOR from the British Bankers’ Association to an independent administrator, changes to the method of compilation of lending rates, new regulatory oversight and enforcement mechanisms for rate-setting and the corroboration of LIBOR, as far as possible, by transactional data. Based on the Wheatley Review, on 25 March 2013, final rules for the regulation and supervision of LIBOR by the FCA were published (the “**FCA Rules**”). In particular, the FCA Rules include requirements that (1) an independent LIBOR administrator monitor and survey LIBOR submissions to identify breaches of practice standards and/or potentially manipulative behavior, and (2) firms submitting data to LIBOR establish and maintain a clear conflicts of interest policy and appropriate systems and controls. The FCA Rules took effect on 2 April 2013. Outside of the United Kingdom, it is anticipated that a reform of EURIBOR will be implemented also, which may (but will not necessarily) be in a similar fashion. Accordingly, EURIBOR calculation and publication could be altered, suspended or discontinued.

The European Money Markets Institute (formerly Euribor-EBF) (the “**EMMI**”) has continued in its role as administrator of EURIBOR but has also undertaken a number of reforms in relation to its governance and technical framework since January 2013 pursuant to recommendations by the European Securities and Markets Authority (“**ESMA**”) and the European Banking Authority. The EMMI has opened a consultation on reform of EURIBOR administration, and the development of transaction-based determination methodology. It is likely that EURIBOR-rate determination will move from an estimated benchmark, to one which is anchored in observable transactions wherever feasible. EMMI intends to introduce the transaction-based determination methodology on 4 July 2016 following a ‘seamless transition’. However, there remains the possibility of disruption to the determination of EURIBOR during this process, and the further issues referred to immediately below. EMMI will continue to act as benchmark administrator for EURIBOR following transition.

It is not possible to predict the further effect of the FCA Rules, any changes in the methods pursuant to which United Kingdom LIBOR and/or EURIBOR rates are determined or any other reforms to or general increased regulatory scrutiny of LIBOR and/or EURIBOR that may be enacted or undertaken in the United Kingdom, the EU and elsewhere, each of which may adversely affect the trading market for LIBOR-based, and/or EURIBOR-based securities. A compromise proposal for a new European regulation on benchmarks (the “**Regulation**”) has been agreed between the European Council and the European Parliament. The proposal must be approved by the European Council and the European Parliament for final adoption. If the legislative text does not change from the compromise proposal, the Regulation should introduce a legally-binding code of conduct for contributors, and require particular governance standards for benchmark administrators. In addition, such factors and any changes announced by the FCA, ICE, the EMMI, the European Commission or any other successor governance or oversight body, or future changes adopted by such body, in the method pursuant to which LIBOR and/or EURIBOR rates are determined may result in, among other things, a sudden or prolonged increase or decrease in the reported LIBOR and/or EURIBOR rates, a delay in the publication of any such benchmark rates, trigger changes in the rules or methodologies in certain benchmarks discouraging market participants from continuing to administer or participate in certain benchmarks and, in certain situations, could result in a benchmark rate no longer being determined and published. Accordingly, in respect of a Note referencing LIBOR and/or EURIBOR, any such changes in applicable regulation and reform could have a material adverse effect on the value of and return on such a Note (including potential rates of interest thereon).

### *Fixed Rate Notes*

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the relevant Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

### *Investors will not be able to calculate in advance their rate of return on Floating Rate Notes*

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having a fixed interest rate. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates at the prevailing time of any such interest payment. In addition, the Issuer's ability to issue Fixed Rate Notes may affect the market value and secondary market (if any) of the Floating Rate Notes (and vice versa).

### *Notes issued at a substantial discount or premium*

The issue price of Notes specified in the applicable Final Terms or Pricing Supplement may be more than the market value of such Notes as of the issue date, and the price, if any at which a Dealer or any other person willing to purchase the Notes in secondary market transactions may be lower than the issue price.

The market values of Notes issued at a substantial discount or premium from their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Notes. If market interest rates increase, such Notes can suffer higher price losses as compared to conventional interest-bearing Notes having the same maturity and credit rating. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing Notes with comparable maturities and credit.

### *Criminal Rates of Interest*

Canada has a Criminal Code which prohibits the receipt of "interest" (as such term is broadly defined therein) at a "criminal rate" (namely, an effective annual rate of interest that exceeds 60%). Accordingly, the provisions for the payment of interest or a redemption price in excess of the aggregate nominal amount of the Notes may not be enforceable if the provision provides for the payment of "interest" in excess of an effective annual rate of interest of 60%.

In addition, with respect to Notes governed by New York Law, under present New York law, the maximum rate of interest is 25% per annum on a simple interest basis. This limit may not apply to securities in which US\$2,500,000 or more has been invested.

### *Bearer Notes in NGN form and Euro Regulation S Notes held under the NSS*

Bearer Notes in NGN form and Euro Regulation S Notes held under the NSS allow for the possibility of such Notes being issued and held in a manner which will permit them to be recognised as eligible collateral for monetary policy of the central banking system for the euro (the “**Eurosystem**”) and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. However, in any particular case, such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time. Investors should make their own assessment as to whether such Notes meet such Eurosystem eligibility criteria and be aware that such eligibility criteria is updated and/or supplemented from time to time.

### **Risks applicable to certain types of Exempt Notes**

#### *Index Linked Notes and Dual Currency Notes*

Caisse centrale may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities, to movements in currency exchange rates or other factors (each, a “**Relevant Factor**”). In addition, Caisse centrale may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factors, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factors, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisors about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

### *Partly Paid Notes*

Caisse centrale may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

### *Variable rate Note with a multiplier or other leverage factor*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market values may be even more volatile than those for securities that do not include those features.

### *Inverse Floating Rate Notes*

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

## **Risks related to the Notes generally**

### *Modification and waivers*

The Terms and Conditions of the Notes permit defined majorities to bind (and to modify or waive certain Terms and Conditions of the Notes or covenants and agreements made by Caisse centrale) all Noteholders.

### *Subordinated Notes*

Subordinated Notes are unsecured and subordinated obligations of Caisse centrale. The Subordinated Notes will, in the event of the insolvency or winding-up of Caisse centrale, be subordinated in right of payment to all deposit liabilities and all other liabilities of Caisse centrale except those which by their terms rank equally with or are subordinate to such subordinated indebtedness and except as otherwise prescribed by law. In the event of the insolvency or winding-up of Caisse centrale, Caisse centrale may not have enough assets remaining after payments to senior creditors to pay amounts due under the Subordinated Notes.

*Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued*

In relation to any issue of Notes which has denominations consisting of a minimum Specified Denomination and may be tradeable in the clearing systems in the minimum Specified Denomination and one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in the clearing systems in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case, a holder who, as a result of trading such amounts, holds an amount that is less than the minimum Specified Denomination in its



account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding of Notes amounts to at least the minimum Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination before definitive Notes are issued to such holders.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

### ***U.S. FATCA withholding may affect payments on the Notes***

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, and applicable regulations thereunder (commonly referred to as the “Foreign Account Tax Compliance Act” or “**FATCA**”), impose additional reporting requirements and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) “foreign passthru payments” (a term not yet defined by legislation or regulation) made to certain non-U.S. financial institutions that do not comply with the applicable reporting requirements, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Whilst the Notes are held within DTC, Euroclear and/or Clearstream, Luxembourg or similar clearing systems, in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the clearing systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payments to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer’s obligations under the Notes are discharged once it has made payment to, or to the order of, the clearing systems, and the Issuer has therefore no responsibility for any amount thereafter transmitted through the clearing systems and custodians or intermediaries. Prospective investors should refer to the section “Taxation—Certain U.S. Federal Income Tax Considerations—Foreign Account Tax Compliance Act”.

### ***No obligation to maintain listing***

Caisse centrale is not under any obligation to Noteholders to maintain any listing of Notes and may, in good faith, determine that it is unduly onerous to maintain such listing and seek to terminate the listing of such Notes provided it uses its best efforts to seek an alternative admission to listing, trading and/or

quotation of such Notes by another listing authority, securities exchange and/or quotation system (including a market which is not a regulated market for the purposes of the Markets in Financial Instruments Directive or a market outside of the European Economic Area) as it may reasonably decide. Although there is no assurance as to the liquidity of any Notes as a result of the admission to trading on a regulated market for the purposes of the Markets in Financial Instruments Directive, delisting such Notes may have a material effect on the ability of investors to (a) continue to hold such Notes or (b) resell the Notes in the secondary market.

#### *Changes to Caisse centrale's credit ratings*

There is no assurance that a rating will remain for any given period of time or that a rating will not be suspended, lowered or withdrawn by the relevant rating agency if, in its judgment, circumstances in the future so warrant. In the event that a rating assigned to the Notes or Caisse centrale is subsequently suspended, lowered or withdrawn for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to the Notes, Caisse centrale may be adversely affected, the market value of the Notes is likely to be adversely affected and the ability of Caisse centrale to make payments under the Notes may be adversely affected.

*The Notes constitute unsecured obligations of Caisse centrale and are structurally subordinated to the liabilities of its subsidiaries; Caisse centrale may be unable to pay interest on or repay the Notes.*

The Notes are unsecured and, except for Subordinated Notes, unsubordinated obligation of Caisse centrale and, except for the Subordinated Notes, will rank equally in right of payment with all of its other existing and future unsecured and unsubordinated obligations. The Notes are not secured by any of Caisse centrale's assets. Any future claims of secured lenders with respect to Caisse centrale's assets securing their loans will be prior to any claim of a holder of the Notes with respect to those assets.

Caisse centrale's subsidiaries are separate and distinct legal entities from it. A relatively small portion of Caisse centrale's revenue is currently generated by its subsidiaries. Caisse centrale's subsidiaries have no obligation to pay any amounts due under the Notes or to provide it with funds to meet its payment obligations under the Notes, whether in the form of dividends, distributions, loans or other payments. In addition, any payment of dividends, loans or advances by Caisse centrale's subsidiaries could be subject to statutory or contractual restrictions. Payments to Caisse centrale by its subsidiaries will also be contingent upon the subsidiaries' earnings, cash flow and other business considerations. Caisse centrale's right to receive any assets of its subsidiaries upon their bankruptcy, liquidation or reorganization, and therefore the right of the holders of the Notes to participate in those assets, will be structurally subordinated to the claims of that subsidiary's creditors, including trade creditors. In addition, even if Caisse centrale is the creditor of its subsidiaries, its right as a creditor would be subordinate to any security interest in such assets of its subsidiaries and any indebtedness of its subsidiaries senior in right of payment to that held by it. As of 31 December 2015, Caisse centrale had approximately C\$41.8 billion of indebtedness outstanding on a consolidated basis, of which approximately C\$211.2 million of subsidiary indebtedness would be structurally senior to the Notes.

*The Notes will not limit Caisse centrale's ability, or the ability of the Federation or the other members of the Desjardins Group, to incur future indebtedness, pay dividends, repurchase securities, engage in*

*transactions with affiliates or engage in other activities, which could adversely affect Caisse centrale's ability to pay its obligations under the Notes.*

The Notes do not place any limitation on the amount of secured or unsecured debt that Caisse centrale may incur. The Notes will not limit Caisse centrale's ability to incur additional indebtedness, issue or repurchase securities, pay dividends or engage in transactions with affiliates. Therefore, Caisse centrale may pay dividends and incur additional debt, including secured indebtedness in certain circumstances or indebtedness by, or other obligations of, subsidiaries to which the Notes would be structurally subordinated. Similarly, the Notes do not limit the ability of the Federation or other members of the Desjardins Group to which Caisse centrale extends credit from incurring secured or unsecured indebtedness or engaging any of the transactions referred to above.

Caisse centrale's ability to incur additional indebtedness and use its funds for numerous purposes, and the ability of the Federation and the other members of the Desjardins Group on which Caisse centrale depends for its earnings and cash flow to incur indebtedness and use their funds for other purposes, may limit the funds available to pay Caisse centrale's obligations under the Notes.

*The terms and conditions of the Notes, including the covenants and events of default differ from the terms and conditions of some of our other debt securities, which remain outstanding.*

The terms and conditions of the Notes, including, among other provisions, the covenants and events of default with respect to the Notes, differ from the terms and conditions of some other debt securities that Caisse centrale previously has issued and that remain outstanding. For example, the Notes do not have a covenant restricting the grant of liens and guarantees by Caisse centrale's subsidiaries and cross-default event of default provisions that are contained in some of Caisse centrale's outstanding debt securities. In the event that Caisse centrale or its subsidiaries incur liens or our subsidiaries issue guarantees of indebtedness, Caisse centrale's debt securities that have the benefit of the covenant restricting the grant of liens and guarantees may also be required to be secured or guaranteed on a *pro rata* basis with such other indebtedness. As a result, the Notes would be effectively or structurally subordinated to such debt securities. As of 31 December 2015, Caisse centrale had approximately C\$15.6 billion of outstanding debt securities that could become effectively or structurally senior to the Notes by operation of the provisions and covenants described above.

*In the event that Caisse centrale becomes insolvent, insolvency proceedings will be governed by Canadian Law and payments to Noteholders may be limited or delayed.*

Canadian insolvency laws are principally contained in the Companies' Creditors Arrangement Act (the "CCAA"), the Bankruptcy and Insolvency Act (the "BIA") and the Winding-up and Restructuring Act (the "WRA"), and Caisse centrale would be subject to the CCAA and the WRA. These laws may be different from the insolvency or bankruptcy laws of other countries. In particular, proceedings under the CCAA, which provides for the potential re-organization of an insolvent legal person, differ significantly from Chapter 11 under the U.S. Bankruptcy Code. Further, if Caisse centrale becomes insolvent, the treatment and ranking of the holders of the Notes, depositors, other creditors of Caisse centrale under Canadian insolvency laws may be different than the treatment and ranking under the insolvency laws of

other countries, and same goes for holders of Caisse centrale's qualifying shares, investment shares or capital shares.

The Notes may be challenged under applicable insolvency or other laws, which could impair the enforceability of the Notes. Under insolvency laws in Canada, a note could be voided. The liability of a holder of the Notes could be reduced to zero, if successfully challenged by a trustee in bankruptcy under the provisions of the BIA. In addition, various other orders could be made in a court in relation to the Notes, such as orders preventing payments being made under the Notes, and orders requiring the repayment of monies paid or providing for the discharge of debts.

*Noteholders might have difficulty enforcing their rights against Caisse centrale and its directors and officers.*

Caisse centrale is constituted under the laws of Canada pursuant to the Constituent Legislation and the Caisses Act. Substantially all of its directors and executive officers and some of the experts named in this Base Prospectus, reside in Canada, and all or a substantial portion of Caisse centrale's assets and the assets of such persons are located in Canada. As a result, it may be difficult to affect service of process outside of Canada upon such persons, or to realize upon judgments rendered against Caisse centrale or such persons by courts outside of Canada predicated upon, among other things, the civil liability provisions of non-Canadian securities laws. In addition, it may be difficult for holders of Notes to enforce, in original actions brought in courts in jurisdictions located in Canada, among other things, civil liabilities predicated upon such securities laws.

### ***Risks related to the market generally***

Set out below is a description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

#### ***The secondary market generally***

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid or sustainable. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed liquid secondary market. This is particularly the case for Notes the outstanding number of which is very low. Illiquidity may have a severely adverse effect on the market value of Notes.

There may not be, at present, an active and liquid secondary market for the Notes, and there can be no assurance that a secondary market for the Notes will develop. The Notes have not been, and will not be, registered under the Securities Act or any other securities laws applicable in the United States and are subject to certain restrictions on the resale and other transfer thereof as set forth under "*Subscription and Sale and Transfer and Selling Restrictions*." If a secondary market does develop, it may not continue for the life of the Notes or it may not provide holders of the Notes with liquidity of investment with the result that a holder of the Notes may not be able to find a buyer to buy its Notes readily or at prices that will enable the holder of the Notes to realize a desired yield.

### *Exchange rate risks and exchange controls*

Caisse centrale will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. Governments may use a variety of techniques, such as intervention by a country's central bank, the imposition of regulatory controls or taxes or changes in interest rates to influence the exchange rates of their currencies. Governments may also alter the exchange rate or relative exchange characteristics by a devaluation or revaluation of a currency. There can be no assurance that exchange controls will not restrict or prohibit payments of principal, any premium, or interest denominated in any such Specified Currency. As a result, investors may receive less interest or principal than expected, or no interest or principal.

In addition, if the Notes are payable in a currency (the "**Original Currency**") other than United States dollars and the Original Currency is unavailable on the foreign exchange markets due to the imposition of exchange controls, the Original Currency's replacement or disuse or other circumstances beyond its control, the Issuer will be entitled to satisfy its obligations in respect of such payment by making payment in United States dollars on the basis of the spot exchange rate (the "**USD FX Rate**") or, in its absence, a substitute rate determined by the Calculation Agent in its absolute discretion. The USD FX Rate or any such substitute rate applied in such circumstances could result in a reduced payment to the Noteholders and such payment amount may be zero.

### *Credit ratings might not reflect all risks*

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings might not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website in

accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency being included in such list as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list. Where Notes are specified as rated, the names of the credit rating agencies and ratings is set out on the cover of this Base Prospectus. Certain information with respect to the credit rating agencies assigning ratings to Tranches and ratings so assigned will be disclosed in the Final Terms or, in the case of Exempt Notes, Pricing Supplement.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Prospectus and approved by the Financial Conduct Authority (or its predecessor) or the Central Bank or filed with it shall be incorporated in, and form part of, this Base Prospectus:

- (a) the annual information form of Caisse centrale dated 11 March 2016 excluding all information incorporated therein by reference (such information is not relevant for investors or is covered elsewhere in this Base Prospectus) (available at: <http://www.desjardins.com/ca/about-us/investor-relations/annual-quarterly-reports/caisse-centrale-desjardins/index.jsp>); and
  - (b) the following sections of the Caisse centrale's 2015 Annual Report for the year ended 31 December 2015 (the "**CCDQ 2015 Annual Report**"):
    - (i) the Management's Discussion and Analysis, being Caisse centrale's management discussion and analysis (including a discussion of risk factors) for the fiscal year ended 31 December 2015 (available at: <http://www.desjardins.com/ca/about-us/investor-relations/annual-quarterly-reports/caisse-centrale-desjardins/index.jsp>); and
    - (ii) the Caisse centrale's Consolidated Financial Statements, being Caisse centrale's audited consolidated financial statements for the fiscal years ended 31 December 2015 and 2014, prepared in accordance with IFRS, together with the accompanying notes, and the auditors' report thereon (available at: <http://www.desjardins.com/ca/about-us/investor-relations/annual-quarterly-reports/caisse-centrale-desjardins/index.jsp>);
- the remainder of the CCDQ 2015 Annual Report is not relevant for investors or is covered elsewhere in this document and is not incorporated by reference;
- (c) the following sections of the Desjardins Group's 2015 Annual Report for the year ended 31 December 2015 (the "**DFG 2015 Annual Report**"):
    - (i) the Management's Discussion and Analysis for the fiscal year ended 31 December 2015 (available at: <http://www.desjardins.com/ca/about-us/investor-relations/annual-quarterly-reports/desjardins-group/index.jsp>); and
    - (ii) the audited combined financial statements for the fiscal years ended 31 December 2015 and 2014, prepared in accordance with IFRS, together with the accompanying notes, and the auditors' report thereon (available at: <http://www.desjardins.com/ca/about-us/investor-relations/annual-quarterly-reports/desjardins-group/index.jsp>);

the remainder of the DFG 2015 Annual Report is not relevant for investors or is covered elsewhere in this document and is not incorporated by reference; and

- (d) the section entitled “Terms and Conditions of the Notes” set out in the prospectus dated 2 April 2015 (available at [http://www.ise.ie/debt\\_documents/Base%20Prospectus\\_128c9e6f-4b19-4c2e-95f2-51c20900ad58.PDF?v=822016](http://www.ise.ie/debt_documents/Base%20Prospectus_128c9e6f-4b19-4c2e-95f2-51c20900ad58.PDF?v=822016)), “Terms and Conditions of the Notes” set out in the prospectus dated 2 April 2014 (available at: [http://www.ise.ie/debt\\_documents/Base%20Prospectus\\_5d73856b-c5e2-41fb-ac83-28f4d99bbd3b.PDF?v=2322016](http://www.ise.ie/debt_documents/Base%20Prospectus_5d73856b-c5e2-41fb-ac83-28f4d99bbd3b.PDF?v=2322016)) and “Terms and Conditions of the Notes” set out in the prospectus dated 22 March 2013 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/7050A\\_1-2013-3-22.pdf](http://www.rns-pdf.londonstockexchange.com/rns/7050A_1-2013-3-22.pdf)), relating to the Programme (for the avoidance of doubt, the applicable Final Terms for a Tranche of Notes will indicate the Terms and Conditions applicable to such Tranche and unless otherwise indicated in the applicable Final Terms, the Terms and Conditions of all Notes issued after the date hereof shall be those set out in this Base Prospectus); the remaining portions of the prospectuses dated 2 April 2015, 2 April 2014 and 22 March 2013 relating to the Programme are not relevant for investors.

The documents listed in (a) to (b) above with respect to Caisse centrale and the documents listed in (c) above with respect to the Desjardins Group are also available under “Caisse centrale Desjardins Du Quebec” on the National Storage Mechanism at <http://www.morningstar.co.uk/uk/NSM>.

Any information contained in a document incorporated by reference herein which is not incorporated by reference in, and does not form part of, this Base Prospectus is not relevant for investors or is otherwise contained elsewhere in this Base Prospectus.

Following the publication of this Base Prospectus, a supplement to this Base Prospectus may be prepared by Caisse centrale and approved by the Central Bank in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of this Base Prospectus, any supplement to this Base Prospectus and the documents incorporated by reference in this Base Prospectus or any supplement to this Base Prospectus can be (i) viewed on the website of Central Bank (<http://www.centralbank.ie>) under the name of the Issuer and (ii) will be available for inspection during normal business hours and upon reasonable notice from the office in London, England of The Bank of New York Mellon, London Branch, the issuing and principal paying agent for the Bearer Notes (the “**Bearer Fiscal Agent**”) or from the office of The Bank of New York Mellon, London Branch, the fiscal agent for the Registered Notes (the “**Registered Fiscal Agent**”) or for collection without charge from the registered office of Caisse centrale in Montréal, Québec, Canada.

Except as stated within this section, neither the content of any website nor the content of any website accessible from hyperlinks within such website is incorporated by reference into, or forms a part of, this Base Prospectus.



Caisse centrale will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus (in each case, published in accordance with the Prospectus Directive) for use in connection with any subsequent issue of Notes. The Issuer has undertaken to the Dealers in the Programme Agreement that it will comply with Article 16 of the Prospectus Directive.

#### **AVAILABLE INFORMATION UNDER RULE 144A**

To permit compliance with Rule 144A in connection with any resales or other transfers of Registered Notes that are “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, Caisse centrale undertakes to furnish, upon the request of a holder of such Registered Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of request, Caisse centrale is neither subject to reporting under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

## FORWARD-LOOKING STATEMENTS

Forward-looking statements include, but are not limited to, comments with respect to Caisse centrale's objectives regarding financial performance, priorities, operations, the review of economic conditions and markets, as well as the outlook for the Canadian, U.S., European and international economies. Such statements are typically identified by words or phrases such as "believe", "expect", "anticipate", "intend", "estimate", "plan", "assume" and "may"; words and expressions of similar import, and future and conditional verbs.

By their very nature, such statements involve assumptions, inherent risks and uncertainties, both general and specific. It is therefore possible that because of a number of factors, the predictions, forecasts or other forward-looking statements as well as Caisse centrale's objectives and priorities may not materialize or may prove to be inaccurate and that actual results differ materially. Caisse centrale cautions readers against placing undue reliance on these forward-looking statements since actual future results, conditions, actions or events could differ significantly from the explicit or implied targets, expectations, estimates or intents in the forward-looking statements. Various factors beyond Caisse centrale's control and which Caisse centrale would have difficulty predicting could influence the accuracy of the forward-looking statements in this Base Prospectus. These factors include those discussed in the section "*Risk Factors*", in particular, credit, market, liquidity, operational, strategic and reputation risk. Additional risk factors include risks related to the regulatory and legal environment, including legislative or regulatory developments in Quebec, Canada or globally, such as changes in fiscal and monetary policies, reporting guidance and liquidity regulatory guidance or interpretations thereof, amendments to and new interpretations of capital guidelines and environmental risk, which represents the risk that Caisse centrale incur financial, operational or reputational losses as a result of environmental impacts or problems, whether due to Caisse centrale's credit or investment activities or its operations. Lastly, there is the risk related to pension plans which is the risk of losses resulting from pension plan commitments made by Caisse centrale for the benefit of its employees arising primarily from interest rate, price, foreign exchange rate and/or longevity risks.

Factors that could influence the accuracy of the forward-looking statements also include general economic and business conditions in regions where Caisse centrale operates, changes in the economic and financial environment in Québec, Canada and globally, including short- and long-term interest rates, inflation, debt security market fluctuations, foreign exchange rates, the volatility of financial markets, tighter liquidity conditions in certain markets, the strength of the economy and the volume of business conducted by Caisse centrale in a given region, monetary policies, competition, amendments to standards, laws and regulations, the accuracy and completeness of information concerning clients and counterparties, the accounting policies used by Caisse centrale, new products and services to maintain or increase Caisse centrale's market share, Caisse centrale's ability to recruit and retain key management personnel, including senior management, the business infrastructure, geographic concentration, social media and credit ratings.

Other factors that could influence the accuracy of the forward-looking statements include amendments to tax laws, unexpected changes in personal spending and savings habits, technological developments, the ability to implement Caisse centrale's disaster recovery plan within a reasonable

length of time, the potential business impact of international conflicts or natural disasters, and Caisse centrale's ability to anticipate and effectively manage the risks associated with these factors, despite a disciplined risk management environment.

The above list of factors that could influence future results is not exhaustive. Other factors could have an adverse effect on Caisse centrale's results. Although Caisse centrale believes that the expectations expressed in these forward-looking statements are reasonable, it cannot guarantee that these expectations will prove to be correct. Caisse centrale cautions readers against placing undue reliance on forward-looking statements when making decisions. Readers who rely on Caisse centrale's forward-looking statements must carefully consider these risk factors and other uncertainties and potential events.

Any forward-looking statements contained in this Base Prospectus or the documents incorporated by reference herein represent the views of management only as at the date hereof, and are presented to help potential investors in the Notes of Caisse centrale understand Caisse centrale's balance sheet as at the dates indicated or its profit or loss for the periods ended on such dates, as well as its strategic priorities and objectives, and these statements may not be appropriate for other purposes. Caisse centrale does not undertake to update any oral or written forward-looking statements that could be made from time to time by or on behalf of Caisse centrale, except as required under applicable securities legislation.

## **FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS**

In this section the expression “necessary information” means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of Caisse centrale and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuer has included in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the applicable Final Terms, Pricing Supplement, or in a Drawdown Prospectus. Such information will be contained in the applicable Final Terms or Pricing Supplement unless, in accordance with Article 16 of the Prospective Directive, any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus or is included to remedy a material misstatement or omission set out in the Base Prospectus, in which case such information, together with all of the other necessary information in relation to the relevant series of Notes (other than Exempt Notes), may be contained in a supplement to the Base Prospectus or, as the case may be, a Drawdown Prospectus, as appropriate. In respect of Exempt Notes, such information may be included in, or incorporated by reference into, the applicable Pricing Supplement.

For a Tranche of Notes which is the subject of the Final Terms or Pricing Supplement, those Final Terms or Pricing Supplement will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus as it may have been supplemented from time to time. The terms and conditions applicable to any particular Tranche of Notes which are the subject of Final Terms are the Conditions as described in the applicable Final Terms and completed by the applicable Final Terms and the terms and conditions applicable to any particular Tranche of Notes which are the subject of a Pricing Supplement are the relevant Conditions as completed, amended or replaced by the applicable Pricing Supplement.

Each Drawdown Prospectus will be a single document containing (or incorporating by reference) the necessary information relating to Caisse centrale and the relevant Notes. The terms and conditions applicable to any particular Tranche of Notes which are the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus.

## OVERVIEW OF THE PROGRAMME AND THE NOTES

*The following overview of key features does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms or Pricing Supplement. Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Bearer Notes” or “Terms and Conditions of the Registered Notes” or elsewhere in this Base Prospectus shall have the same meaning in this overview of key features:*

*This section is a general description of the Programme as provided under Article 22.5(3) of Regulation (EC) No. 809/2004 as amended implementing the Prospectus Directive.*

<b>Issuer:</b>	Caisse centrale Desjardins du Québec.
<b>Description:</b>	Global Medium Term Note Programme.
<b>Arranger:</b>	BNP Paribas
<b>Dealers:</b>	Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Credit Suisse Securities (Europe) Limited Deutsche Bank AG, London Branch DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main HSBC Bank plc J.P. Morgan Securities plc Merrill Lynch International Morgan Stanley & Co. International plc NATIXIS RBC Capital Markets, LLC RBC Europe Limited Société Générale The Royal Bank of Scotland plc UBS Limited and any other Dealer appointed from time to time by Caisse centrale in accordance with the Programme Agreement either generally in respect of the Programme or in relation to a particular Tranche of Notes.
<b>Bearer Fiscal Agent:</b>	The Bank of New York Mellon, London Branch.
<b>Bearer Paying Agent:</b>	The Bank of New York Mellon, London Branch.

**Registered Fiscal Agent  
Transfer Agent and European  
Paying Agent:**

The Bank of New York Mellon, London Branch.

**U.S. Registrar  
U.S. Exchange Agent and U.S.  
Paying Agent:**

The Bank of New York Mellon, New York.

**European Registrar:**

The Bank of New York Mellon (Luxembourg) S.A.

**Amount:**

Up to €7,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. Caisse centrale will have the option at any time to increase the amount of the Programme in accordance with the terms of the Programme Agreement.

**Currencies:**

Subject to any applicable legal or regulatory restrictions, Notes may be denominated or payable in any currency as may be agreed between Caisse centrale and the relevant Dealer(s) including, without limitation, Canadian dollars, U.S. dollars, euro, sterling and yen (as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement). DTC Global Notes will be payable in U.S. dollars only, see also, “*Special Provisions Relating to Foreign Currency Notes*.”

Each issue of Notes denominated or payable in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply (including on the date hereof, without limitation, yen, Swiss francs and sterling) will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time.

**Distribution:**

Notes may be distributed by way of private placement (subject to any applicable selling restrictions) and on a syndicated or a non-syndicated basis. In any event, the Notes may be offered only (i) in offshore transactions to non-U.S. persons in reliance upon Regulation S under the Securities Act and (ii) in the case of Rule 144A Notes only, to QIBs in reliance upon Rule 144A under the Securities Act.

Notes shall be issued in compliance with applicable regulations and guidelines from time to time. See “*Subscription and Sale and Transfer and Selling Restrictions*”.

**Method of Issue:**

Notes will be issued on a continuous basis in series (each a “**Series**”) as either Bearer Notes or Registered Notes. The Notes comprising each Series will have one or more issue dates, the same maturity date and will bear interest (if any) on the same basis and at the same rate (except in respect of the first payment of interest) and on terms otherwise identical. The Notes of each Series are intended to be interchangeable with all other Notes of that Series. The Notes of any Series with the same issue date and interest commencement date will comprise a tranche (a “**Tranche**”). Final Terms or, in the case of Exempt Notes, a Pricing Supplement will be prepared in respect of each Tranche. The terms and conditions applicable to each Tranche will, in the case of Bearer Notes, be those set out herein under “*Terms and Conditions of the Bearer Notes*” or, in the case of Registered Notes, those set out herein under “*Terms and Conditions of the Registered Notes*”, completed in either case by the relevant Final Terms or, in the case of Exempt Notes, as supplemented, amended and/or replaced by the relevant Pricing Supplement.

Alternatively, Caisse centrale may agree with any Dealer to issue a particular Tranche of Notes under the Programme pursuant to a stand-alone prospectus (each a “**Drawdown Prospectus**”) prepared in connection with such Tranche. The terms and conditions applicable to each Tranche which is the subject of a Drawdown Prospectus will be those set out herein under “*Terms and Conditions of the Notes*” as supplemented, modified or replaced by the relevant Drawdown Prospectus.

**Maturities:**

Subject to compliance with all relevant laws, regulations, directives and/or central bank requirements applicable to Caisse centrale or the Specified Currency, Notes will have such maturities as may be agreed between Caisse centrale and the relevant Dealer and as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

Senior Notes may be of any maturity from three months to 30 years, as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

**Notes which have a maturity of less than one year**

Notes which have a maturity of less than one year, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the Financial Services and Markets Act 2000, as amended (the “**FSMA**”)



unless they are issued to a limited class of professional investors and have a minimum redemption value of at least £100,000 or its equivalent in another currency. See “*Subscription and Sale and Transfer and Selling Restrictions*”.

**Issue Price:**

Notes may be issued on a fully paid basis and at an issue price which is equal to, less than, or more than, their nominal amount.

**Form of Notes and Clearance:**

The Notes will be issued in bearer or registered form. Registered Notes will not be exchangeable for Bearer Notes and vice versa. No single Tranche or Series may be issued as both Bearer Notes and Registered Notes.

**Bearer Notes**

Each Tranche of Bearer Notes will be issued in the form of either a Temporary Global Note or a Permanent Global Note deposited with the Common Safekeeper for Euroclear and Clearstream, Luxembourg (in the case of Bearer Notes intended to be issued in NGN form) or otherwise with a Common Depositary for Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. A Temporary Global Note will be exchangeable for a Permanent Global Note. In the case of Notes other than Exempt Notes, and in the case of Exempt Notes unless otherwise specified in the applicable Pricing Supplement, a Permanent Global Note will be exchangeable for Definitive Bearer Notes only in the limited circumstances specified in “*Terms and Conditions of the Bearer Notes*”.

**Registered Notes**

The Registered Notes may be offered (i) within the United States to QIBs in reliance on the exemption provided by Rule 144A only or (ii) simultaneously within the United States to QIBs in reliance on the exemption provided by Rule 144A and outside the United States to non-U.S. persons in offshore transactions in reliance on Regulation S as part of a global offering.

Depending on where the relevant Registered Notes are offered, the Registered Notes will clear through one or more of DTC, Euroclear and Clearstream, Luxembourg or any successor thereto. Registered Notes sold pursuant to an offering under the Programme will be issued in global registered form (each, a “**Global Note**”). Registered Notes sold pursuant to an offering made within the United States only will be issued in global

registered form and will clear through DTC. Such Registered Notes will be represented by one or more Global Notes deposited with the U.S. Registrar as custodian for, and registered in the name of a nominee of, DTC (each, a **“Rule 144A Global Note”**). Registered Notes represented by DTC Global Notes will trade in DTC’s Same-Day Funds Settlement System and secondary market trading activity in such Registered Notes will therefore settle in immediately available funds. Registered Notes sold pursuant to an offering made in and outside the United States simultaneously as part of a global offering will be issued in global registered form and may (i) in the case of Registered Notes not held under the New Safekeeping Structure (**“NSS”**), clear through one or more of DTC, Euroclear and Clearstream, Luxembourg, or (ii) in the case of Registered Notes held under the NSS, clear through either Euroclear or Clearstream, Luxembourg, as specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement. Such Registered Notes may be represented either (i) solely by one or more Rule 144A Global Notes registered in respect of Registered Notes sold in the United States and one or more Global Notes deposited with the U.S. Registrar as custodian for, and registered in the name of a nominee of, DTC, registered in respect of Registered Notes sold outside the United States (each, a **“DTC Regulation S Global Note”**, and, together with any Rule 144A Global Note, each a **“DTC Global Note”**, such arrangement referred to herein as a **“Single Global Note Issue”**) or (ii) alternatively, by one or more Rule 144A Global Notes so deposited and registered in respect of Registered Notes sold in the United States, and a separate Global Note (a **“Euro Regulation S Global Note”**) in respect of Registered Notes sold outside the United States (a) delivered, where such Euro Regulation S Global Note is held under the NSS, to a Common Safekeeper for Euroclear and Clearstream, Luxembourg, and registered in the name of a nominee of, the Common Safekeeper or (b) deposited, where such Euro Regulation S Global Note is not held under the NSS, with a common depository for, and registered in the name of a nominee of, Euroclear or Clearstream, Luxembourg, as the case may be, in respect of Registered Notes sold outside the United States in accordance with Regulation S. Such arrangement is referred to herein as a **“Dual Global Note Issue”**.

Ownership of beneficial interests in Global Notes will be evidenced only by, and transfers thereof will be effected only through, records maintained by the relevant clearing system through which such interests are held and its direct and indirect

participants. Owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Registered Notes in individual definitive certificated registered form except in certain limited circumstances, including closure of the relevant clearing system(s). Any interests in a Global Note will be transferable only in accordance with the rules and procedures for the time being as in effect from time to time of DTC, Euroclear and/or Clearstream, Luxembourg or such other applicable clearing system as the case may be.

Any reference herein to DTC, Euroclear and/or Clearstream, Luxembourg, shall, whenever the context so permits, except in relation to Notes issued in NGN form for bearer global securities or held under the NSS for registered global securities, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, or as otherwise may be approved by Caisse centrale, the applicable Agent(s) and the relevant Dealer(s).

Registered Notes are subject to transfer restrictions described under “*Subscription and Sale and Transfer and Selling Restrictions*”. See “*Terms and Conditions of the Registered Notes*” for further details.

**Clearing Systems:**

Euroclear and/or Clearstream, Luxembourg (in relation to any Bearer Notes or Euro Regulation S Global Notes) and DTC (in relation to any Rule 144A Global Notes or DTC Regulation S Global Notes) and/or, in relation to any Tranche, such other clearing system as may be agreed between Caisse centrale, the applicable Agent and the relevant Dealer(s) and specified in Part B of the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

**Fixed Rate Notes:**

Interest in respect of Fixed Rate Notes will be payable in arrear on such date or dates as may be agreed between Caisse centrale and the relevant Dealer(s) (as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement) and on redemption.

Interest in respect of Fixed Rate Notes will either be fixed amounts or be calculated on the basis of such Day Count Fraction (as defined in the relevant Conditions) as may be agreed between Caisse centrale and the relevant Dealer as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

**Floating Rate Notes:**

Floating Rate Notes will bear interest at a rate determined:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, each as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), and as amended, supplemented or updated as at the Issue Date of the first Tranche of Notes of the relevant Series, (the "**ISDA Definitions**"); or
- (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.

The margin (if any) relating to such floating rate will be agreed between Caisse centrale and the relevant Dealer(s) for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes will be payable in arrear on the last day of each Interest Period as selected prior to issue by Caisse centrale and the relevant Dealer(s) and will be calculated on the basis of such Day Count Fraction (as defined in the relevant Conditions) as may be agreed between Caisse centrale and the relevant Dealer(s) as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

Interest periods for Floating Rate Notes shall be as Caisse centrale and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement).

**Zero Coupon Notes:**

Zero Coupon Notes may be offered and sold at their nominal amount or at a discount to their nominal amount and will not bear interest other than in relation to interest due after the maturity date.

**Exempt Notes:**

In addition to Exempt Notes which are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes, Caisse centrale may also issue Exempt Notes which are Index Linked Notes, Dual Currency Notes or Partly Paid Notes or Notes redeemable in one or more instalments.

***Index-Linked Notes:*** Payments (whether for principal or interest, at maturity or otherwise) in respect of Index-Linked

Redemption Notes or Index-Linked Interest Notes ("**Index-Linked Notes**") will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such factors as agreed by Caisse centrale and the relevant Dealer(s) and as specified in the applicable Pricing Supplement, if appropriate.

**Dual Currency Notes:** Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as Caisse centrale and the relevant Dealer may agree.

**Partly Paid Notes:** Caisse centrale may issue Notes in respect of which the issue price is paid in separate instalments in such amounts and on such dates as Caisse centrale and the relevant Dealer may agree.

**Notes redeemable in instalments:** Caisse centrale may issue Notes which may be redeemable in separate instalments in such amounts and on such dates as Caisse centrale and the relevant Dealer may agree.

Caisse centrale may agree with any Dealer that Exempt Notes may be issued in a form not contemplated by the Terms and Conditions of the Bearer Notes or the Terms and Conditions of the Registered Notes, in which event the relevant provisions of such Exempt Notes and any additional information related thereto will be included in the applicable Pricing Supplement.

#### **Redemption and Purchase:**

The Final Terms or, in the case of Exempt Notes, Pricing Supplement relating to each Tranche of Senior Notes will indicate either that the Senior Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Senior Notes will be redeemable at the option of Caisse centrale and/or the Noteholders upon giving not more than the maximum period nor less than the minimum period of irrevocable notice indicated in the applicable Final Terms and/or Pricing Supplement, as the case may be, to the Noteholders or Caisse centrale, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

Senior Notes denominated in certain currencies may not be redeemed or purchased prior to any minimum time as may be required from time to time by the relevant monetary authority. Notes with a maturity of less than one year may be subject to restrictions on their redemption value and distribution. See *“Maturities – Notes which have a maturity of less than one year”* above.

Subordinated Notes may not be redeemed at the option of the Noteholders and may only be redeemed prior to their stated maturity at the option of Caisse centrale only with the prior approval of the Autorité des marchés financiers (Québec) (including in the case of a redemption for taxation reasons).

**Denomination of Notes:**

Notes will be issued in such denominations as may be agreed between Caisse centrale and the relevant Dealer(s) as specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body, however called) or any laws or regulations applicable to Caisse centrale or to the relevant currency and, in the case of Notes other than Exempt Notes, will be not less than €100,000 or the equivalent thereof in any other currency at the date of issue of the Notes) or such higher amount as may be allocated or required from time to time in relation to the relevant Specified Currency. See *“Maturities – Notes which have a maturity of less than one year”* above. Subject thereto, Notes will be issued in such denominations as may be specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Notwithstanding the above, unless otherwise specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement (i) Registered Notes offered under Rule 144A only shall have a minimum denomination not less than US\$200,000 (or its equivalent in any other currency at the date of issue of the Notes) and (ii) Registered Notes offered under Rule 144A and Regulation S shall have a minimum denomination not less than US\$200,000 (or an amount in a Specified Currency that is not U.S. dollars, which is not less than €100,000 or the equivalent thereof at the date of issue of the Notes).

For so long as the relevant Notes are represented by a Global Note and the relevant clearing system(s) so permit, the Notes, if Specified Denominations are expressed as such in the

applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, may be tradeable in the Specified Denomination and integral multiples of nominal amounts less than an integral multiple of the Specified Denomination in addition thereto.

**Taxation:**

All payments in respect of the Notes will be made without withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in Canada, subject to the Taxation provision of the relevant Conditions.

**U.S. Taxation:**

See the discussion under the caption "*Taxation—Certain U.S. Federal Income Tax Considerations*".

**ERISA and Other U.S. Plans:**

Subject to the limitations described under "*Certain Considerations for ERISA and Other U.S. Employee Benefit Plans*", the Notes may be purchased by Benefit Plan Investors (as defined in Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) as well as other U.S. employee benefit plans. See "*Certain Considerations for ERISA and Other U.S. Employee Benefit Plans*".

**Status of the Notes:**

The Senior Notes will constitute direct obligations of Caisse centrale, will be unsecured and unsubordinated and will rank *pari passu* and *pro rata* with all unsecured and unsubordinated deposits, borrowings and obligations of Caisse centrale. In the event of the insolvency or winding-up of Caisse centrale, the Senior Notes will rank equally in right of payment with all deposit liabilities and other unsecured and unsubordinated liabilities of Caisse centrale, except as may be provided by law.

The Subordinated Notes will constitute direct obligations of Caisse centrale, will be unsecured and subordinated and will rank *pari passu* and *pro rata* with all other subordinated borrowings and obligations of Caisse centrale. In the event of the insolvency or winding-up of Caisse centrale, the Subordinated Notes will rank subordinate in right of payment to all deposit liabilities and all other liabilities of Caisse centrale except those which by their terms rank equally with or subordinate to such subordinated borrowings and obligations.

In the event of the insolvency or winding-up of Caisse centrale, Caisse centrale shall have no obligation to repay the Subordinated Notes or any Coupons due thereon until all other unsubordinated creditors of Caisse centrale have been

reimbursed or paid, or the funds necessary to satisfy all other unsubordinated creditors have been deposited.

At the date hereof, all liabilities for borrowed money of Caisse centrale are unsecured.

The Notes are not insured by the U.S. Federal Deposit Insurance Corporation or under the *Deposit Insurance Act (Québec)* or the *Canada Deposit Insurance Corporation Act (Canada)* or by any governmental agency.

The Notes are not guaranteed by the Federation or the Desjardins Group. See “*Desjardins Group*”.

**Negative Pledge:**

None

**Cross Default:**

None

**Rating:**

This Programme has been rated by Moody's Canada, S&P Canada and DBRS. Notes issued under the Programme may be rated or unrated. When a Tranche of Notes is rated, each such rating (and the credit rating agency issuing each such rating) will be specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement and such rating will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency.

**Listing and Admission to Trading:**

Each Series will be either be (i) listed on the Official List and admitted to trading on the regulated market of the Irish Stock Exchange, and/or (ii) admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system or (iii) issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system as may be agreed by Caisse centrale and the relevant Dealer(s). The applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement will specify the applicable listing authority or stock exchange where the Notes are to be listed and/or admitted to trading or quotation.

Caisse centrale is not under any obligation to Noteholders to maintain any listing of Notes and may, in good faith, determine that it is unduly onerous to maintain such listing and seek to terminate the listing of such Notes provided it uses its best



efforts to seek an alternative admission to listing, trading and/or quotation of such Notes by another listing authority, securities exchange and/or quotation system (including a market which is not a regulated market for the purposes of the Markets in Financial Instruments Directive or a market outside of the EEA) as agreed with the relevant Dealer or Dealers.

**Governing Law:**

Senior Notes in bearer form and Subordinated Notes will be governed by, and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein. Senior Notes in registered form will be governed by, and construed in accordance with, the laws of the State of New York.

**General Selling Restrictions:**

The Notes may be offered (i) in the United States only, (ii) outside the United States only or (iii) in and outside the United States simultaneously as part of a global offering (save that Subordinated Notes are limited to offers contemplated in (ii) only). The offering and distribution of the Notes are subject to certain restrictions. In particular, restrictions on the offering and distribution of the Notes and this Base Prospectus will apply to sales made in certain other countries, including Canada, the United States, the European Economic Area, the United Kingdom, and other restrictions may apply in connection with a particular issuance of Notes, as specified in the applicable Drawdown Prospectus or Supplement to the Base Prospectus or, in the case of Exempt Notes, in the applicable Pricing Supplement. See “*Subscription and Sale and Transfer and Selling Restrictions*.” Any such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes will be set forth in the applicable Drawdown Prospectus or Supplement to the Base Prospectus or, in the case of Exempt Notes, in the applicable Pricing Supplement.

**U.S. Selling Restrictions:**

**Bearer Notes:**

The Notes issued in bearer form will be issued in compliance with rules identical to those provided in U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (the “**TEFRA D Rules**”) unless (i) the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement state that the Notes are issued in compliance with rules identical to those provided in U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (the “**TEFRA C Rules**”) or (ii) the Notes are issued other than in compliance with the TEFRA D Rules or the TEFRA C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under section 4701(b) of the U.S. Internal Revenue Code (an “**Excluded**

**Transfer**”), which circumstances will be referred to in the relevant Final Terms or, in the case of Exempt Notes, Pricing Supplement as an Excluded Transfer.

**Registered Notes:**

Caisse centrale is Category 2 for the purposes of Regulation S under the Securities Act.

If specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, Registered Notes may be sold in compliance with Rule 144A under the Securities Act and, if also specified, Registered Notes may be sold in accordance with Regulation S.

**Transfer Restrictions:**

There are restrictions on the transfer of certain Registered Notes. See “*Subscription and Sale and Transfer and Selling Restrictions—United States —Transfer Restrictions*”.

**Risk Factors:**

There are certain risks related to any issue of Notes under the Programme, which investors should ensure they fully understand. A non-exhaustive summary of such risks is set out under “*Risk Factors*” beginning on page 1 of this Base Prospectus.

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons and/or talons attached, or registered form, without receipts, interest coupons and/or talons attached. Bearer Notes will be offered and sold outside the United States in reliance on Regulation S and Registered Notes will be offered and sold either (1) only within the United States to QIBs, or to or for the benefit of U.S. persons who are QIBs, in each case in reliance on Rule 144A, or (2) both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States to QIBs or to or for the benefit of U.S. persons who are QIBs, in each case in reliance on Rule 144A.

### **Bearer Notes**

The relevant Final Terms or, in the case of Exempt Notes, Pricing Supplement for each Tranche of Bearer Notes issued will specify whether TEFRA C Rules or TEFRA D Rules apply or, in the case of Bearer Notes with a maturity of less than a year, that the TEFRA Rules are not applicable. If TEFRA C Rules apply, each issue of Bearer Notes will initially be represented by a permanent global Note, without receipts, interest coupons or talons. If TEFRA D Rules apply, each issue of Bearer Notes will initially be represented by a temporary global Note, without receipts, interest coupons or talons. Such temporary global Note or permanent global Note, as the case may be, (i) if intended to be issued in new global note (“**NGN**”) form as specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, will be delivered on or prior to the relevant Issue Date to a common safekeeper (“**Common Safekeeper**”) for Euroclear and/or Clearstream, Luxembourg or (ii) if intended to be issued in classic global note (“**CGN**”) form as specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, will be delivered on or prior to the relevant Issue Date to a depositary or a common depositary for Euroclear and Clearstream, Luxembourg.

If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

If an interest payment date for any Bearer Notes occurs whilst such Bearer Notes are represented by a temporary global Note, the related interest payment will be made (against presentation of the temporary global Note if the temporary global Note is issued in CGN form) only to the extent that certification as to non-U.S. beneficial ownership (in a form to be provided by Euroclear or Clearstream, Luxembourg) has been received by Euroclear or Clearstream, Luxembourg. On or after the date (the “**Exchange Date**”) which is 40 days after the date of completion of the distribution of the Bearer Notes, upon certification as to non-U.S. beneficial ownership, interests in the temporary global Note, if any, will be exchangeable for interests in a permanent global Note. No payments will be made on a temporary global Note after the Exchange Date. Payments of principal or interest (if any) in respect of a permanent global Note will be made through Euroclear and Clearstream, Luxembourg (against presentation or, in the case of the payment of principal and all accrued interest in full, surrender, as the case may be, of the permanent global Note if the permanent global Note is in CGN form) without any requirement for certification. Temporary and permanent global Notes and definitive Bearer Notes will be issued by the Bearer Fiscal Agent pursuant to the Agency Agreement. Until exchanged in full, the holder of an interest in any global

Note shall in all respects be entitled to the same benefits as the holder of Bearer Notes, receipts and interest coupons, subject as set out in the Conditions.

Interests in a permanent global Note will be exchangeable (free of charge) in whole (but not in part) by the owners thereof for security-printed definitive Notes only if such exchange is permitted by applicable law and (i) if Euroclear, Clearstream, Luxembourg or any other relevant clearing system, as the case may be, closes for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces its intention to permanently cease business or does in fact do so; (ii) upon the occurrence of an Event of Default (as defined in Condition 10) and the relevant clearing system acting on instructions of the owners of interests in such permanent global Note requests in writing definitive Notes from the Bearer Fiscal Agent or (iii) if Caisse centrale would suffer a material disadvantage in respect of the Bearer Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction referred to in Condition 9 which would not be suffered were the Bearer Notes in definitive form and a certificate to such effect (signed by an authorized signatory of Caisse centrale) is delivered to the Bearer Fiscal Agent for display to Noteholders together with a request that definitive Bearer Notes be issued. In such circumstances, Caisse centrale will cause sufficient definitive Bearer Notes to be executed and delivered as soon as practicable (and, in any event, within 45 days of the occurrence of any of the circumstances described in (i) or the making of the written request described in (ii) or (iii) above) to the Bearer Fiscal Agent for completion, authentication and delivery to the owners of interests in such permanent global Note.

The following legend will appear on all global Bearer Notes, definitive Bearer Notes, receipts and interest coupons issued under TEFRA D Rules:

“Any U.S. person (as defined in the Internal Revenue Code of 1986 of the United States) who holds this obligation will be subject to limitations under the United States income tax laws including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code of 1986”.

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition or payment of principal in respect of Notes, receipts or interest coupons.

The following legend will appear on all global Notes and definitive Notes:

“This Note is not insured under the *Deposit Insurance Act* (Québec) or the *Canada Deposit Insurance Corporation Act* (Canada).”

Bearer Notes which are represented by a Global Note will only be transferrable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, except in relation to Bearer Notes in NGN form, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or, in the case of Exempt

Notes, Pricing Supplement or as may otherwise be approved by Caisse centrale, the Bearer Fiscal Agent and the relevant Dealer or Dealers.

#### *Direct Rights*

Each global Bearer Note provides that the holder may cause such global Bearer Note, or a portion of it in excess of the minimum Specified Denomination, to become due and repayable in the circumstances described under “*Terms and Conditions of the Notes – Events of Default*” by stating in the notice to the Bearer Fiscal Agent the nominal amount of such global Bearer Note that is becoming due and repayable. If the principal in respect of any such global Bearer Note is not paid before 8:00 p.m. (London time) on the relevant due date, the holder of a global Bearer Note may elect for direct enforcement rights against Caisse centrale in favour of the persons with beneficial interests in such Bearer Notes equal to at least the Specified Denomination as accountholders within the relevant clearing systems. Following any such acquisition of direct rights, the global Bearer Note will become void as to the specified portion.

### **Registered Notes**

#### ***Form of the Notes and registration***

##### *General*

The Registered Notes may be offered (i) within the United States only to QIBs in reliance on the exemption provided by Rule 144A or (ii) simultaneously within the United States to QIBs in reliance on the exemption provided by Rule 144A and outside the United States to non-U.S. persons in offshore transactions in reliance on Regulation S as part of a global offering. Upon issue, Registered Notes will be represented initially by one or more global certificates in fully registered form (each, a “**Global Note**”) without receipts, interest coupons or talons.

If the Registered Notes are intended to be held under the NSS, the Euro Regulation S Global Notes representing such Registered Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper.

Registered Notes sold pursuant to an offering made in the United States only will be represented by one or more Global Notes deposited with the U.S. Registrar (in such capacity, the “**Custodian**”) as custodian for, and registered in the name of a nominee of, DTC as depositary (each Global Note so deposited and registered is referred to herein as a “**Rule 144A Global Note**”).

Registered Notes sold pursuant to an offering made in and outside the United States simultaneously as part of a global offering may be represented either (i) solely by one or more Rule 144A Global Notes registered in respect of Registered Notes sold in the United States and one or more Global Note deposited with the U.S. Registrar as custodian for, and registered in the name of a nominee of, DTC, registered in respect of Registered Notes sold outside the United States (each Global Note so deposited and registered is referred to herein as a “**DTC Regulation S Global Note**”; and each DTC Regulation S Global Note together with any Euro Regulation S Global Note, each a “**Regulation S Global Note**”; and each DTC Regulation S Global Note together with any Rule 144A Global Note, each a “**DTC Global Note**”), such arrangement referred to herein as a “**Single Global Note Issue**” or, alternatively (ii) by one or more Rule 144A Global Notes so deposited and registered in respect of Registered Notes sold in the

United States, and a separate Euro Regulation S Global Note registered by the European Registrar (which initially is The Bank of New York Mellon (Luxembourg) S.A.) in a register (the “**European Register**”) in the name of, or the name of a nominee of, and deposited with (i) in the case of Registered Notes held under the NSS, the Common Safekeeper, and (ii) in the case of Registered Notes not held under NSS, a common depositary (the “**Depositary**”) for, Euroclear and/or Clearstream, Luxembourg, as the case may be, (each Global Note so deposited and registered is referred to herein as a “**Euro Regulation S Global Note**”) in respect of Registered Notes sold outside the United States in accordance with Regulation S, such arrangement referred to herein as a “**Dual Global Note Issue**”.

The European Registrar will cause the European Register to be kept initially at its offices in Luxembourg, in which, subject to such reasonable regulations it may prescribe, the European Registrar will provide for the registration of Euro Regulation S Global Notes, any Definitive Registered Notes related thereto and any transfers thereof. The Issuer reserves the right to transfer such registration function to another bank or financial institution at any time.

Registered Notes sold to QIBs in reliance on Rule 144A (including beneficial interests in the Rule 144A Global Notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under “*Subscription and Sale and Transfer and Selling Restrictions*”.

Except as described below, owners of beneficial interests in a Global Note (each, a “**Beneficial Owner**”) will not be entitled to have Registered Notes registered in their names, will not receive or be entitled to receive physical delivery of Registered Notes in individual certificated registered form (each, a “**Definitive Registered Note**”) and will not be considered the owners or holders thereof under the Registered Notes Agency Agreement. Beneficial interests in a Global Note will be represented, and transfers thereof will be effected, only through book-entry accounts of financial institutions acting on behalf of the Beneficial Owners, as a direct or indirect participant in the relevant clearing system.

Investors in a global offering may elect to hold beneficial interests in a Global Note (a) through DTC (in the United States) if such investors are U.S. persons who are also QIBs, or (b) through Euroclear or Clearstream, Luxembourg (in Europe) if such investors are not U.S. persons (within the meaning of Regulation S), if they are participants in such systems, or indirectly through organizations that are participants in such systems. If the Registered Notes sold pursuant to a global offering are part of a Single Global Note Issue, Clearstream, Luxembourg and Euroclear will hold omnibus positions on behalf of their participants through customers’ securities accounts in Clearstream, Luxembourg’s and/or Euroclear’s names on the books of their respective U.S. depositories, which, in turn, hold such positions in customers’ securities accounts in the U.S. depositories’ names on the books of DTC. Citibank, N.A. acts as the U.S. depository for Clearstream, Luxembourg and The Bank of New York Mellon, New York acts as the U.S. depository for Euroclear (each, a “**U.S. Depositary**” and, collectively, the “**U.S. Depositaries**”).

The Bank of New York Mellon, New York will serve initially as the U.S. registrar for the Registered Notes (the “**U.S. Registrar**”). In such capacity, the U.S. Registrar will cause to be kept at its offices in The City of New York, a register (the “**U.S. Register**”; the U.S. Register and the European Register are collectively referred to as the “**Registers**” and each a “**Register**”) in which, subject to such reasonable regulations as it may prescribe, the U.S. Registrar will provide for the registration of Registered Notes and of transfers thereof. The Issuer reserves the right to transfer such registration function to another bank or

financial institution at any time. Subject to applicable law and the terms of the Registered Notes Agency Agreement and the Registered Notes, the Issuer, the Registered Fiscal Agent, the Paying Agents, the Registrars and the Transfer Agents (collectively, the “**Agents**,” and each individually, a “**Agent**”) will deem and treat the registered holder or holders of Securities in the relevant Register as the absolute owner or owners thereof for all purposes whatsoever notwithstanding any notice to the contrary; and all payments to, or to the order of, the registered holders will be valid and effectual to discharge the liability of the Issuer and the Agents on the Registered Notes to the extent of the sum or sums so paid. So long as DTC, its nominee, Euroclear and/or Clearstream, Luxembourg, a nominee of Euroclear and/or Clearstream, Luxembourg or a successor to Euroclear and/or Clearstream, Luxembourg, DTC or any such nominee is the registered owner of a Global Note, DTC, Euroclear and/or Clearstream, Luxembourg, or any such nominee or successor, as the case may be, will be considered the sole owner or holder of the Registered Notes represented by such Global Note for all purposes under the Registered Notes Agency Agreement. Accordingly, any Beneficial Owner must rely on the procedures of DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, and, if such person is not a participant in any such clearing system, on the procedures of the participant therein through which such person owns its beneficial interest, to exercise any rights of a holder of Registered Notes. The Issuer understands that, under existing industry practices, in the event that the Issuer requests any action of holders or that Beneficial Owners desire to give or take any action which a holder is entitled to give or take under the Registered Notes Agency Agreement, DTC, its nominee or a successor to DTC or its nominee, as the holder of the DTC Global Note, would authorize the participants through which the relevant beneficial interests are held (or persons holding beneficial interests in the Registered Notes through participants) to give or take such action, and such participants would authorize Beneficial Owners owning through such participants (or such persons holding beneficial interests in the Registered Notes through participants) to give or take such action and would otherwise act upon the instructions given to such participants (or such persons) by such Beneficial Owners.

DTC may grant proxies or otherwise authorize its participants (or persons holding beneficial interests in the Registered Notes through its participants) to exercise any rights of a holder or take any other actions which a holder is entitled to take under the Registered Notes Agency Agreement or in respect of the Registered Notes. Euroclear or Clearstream, Luxembourg, as the case may be, will take any action permitted to be taken by a holder under the Registered Notes Agency Agreement or the Registered Notes on behalf of a Euroclear participant or a Clearstream, Luxembourg participant only in accordance with its relevant rules and procedures and, with respect to beneficial interests in a DTC Global Note, subject to the common depositary's ability to effect such actions on its behalf through DTC. Because DTC can act only on behalf of its participants, who in turn act on behalf of indirect participants, the ability of a Beneficial Owner to pledge its beneficial interest in the Registered Notes to persons or entities that do not participate in the DTC system or otherwise take action in respect of such beneficial interest, may be limited by the lack of a definitive certificate for such beneficial interest. The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to transfer beneficial interests in a DTC Global Note.

Principal of, and premium, if any, and interest on, the Registered Notes are payable to the persons in whose names the Registered Notes are registered on the Record Date (as defined in the Terms and Conditions of the Registered Notes) preceding any Interest Payment Date or at Maturity, as the case may be. Ownership positions within each clearing system will be determined in accordance with the normal conventions observed by such system. The U.S. Paying Agent and the European Paying Agent will act as

the Issuer's paying agents for the Registered Notes pursuant to the Registered Notes Agency Agreement. Principal and interest payments on a Global Note will be made to DTC, its nominee or a nominee of Euroclear and/or Clearstream, Luxembourg, as the case may be (or to any successor to DTC or any such nominee), as the registered holder of the Global Note representing such Registered Notes. Neither the Issuer nor any agent of the Issuer will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Upon receipt of any payment of principal of, or premium, if any, or interest on, a DTC Global Note, the Issuer expects that DTC will credit its participants' accounts with payment in amounts proportionate to their respective beneficial interests in the principal amount of such DTC Global Note as shown on the records of DTC. Payments by such participants to owners of beneficial interests in the DTC Global Note held through such participants will be the responsibility of such participants, as is now the case with securities held for the accounts of customers registered in a "street name." Distributions with respect to Registered Notes held through Euroclear and/or Clearstream, Luxembourg will be credited to the cash accounts of Euroclear participants (as defined herein) and/or Clearstream, Luxembourg participants (as defined herein) in accordance with the relevant system's rules and procedures, to the extent received by the Depositary.

#### *Exchange of Global Notes for Definitive Registered Notes*

Beneficial interests in a Global Note will be exchangeable for Definitive Registered Notes, only if such exchange is permitted by applicable law and (i) in the case of a DTC Global Note, DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the DTC Global Note or DTC ceases to be a clearing agency registered under the Exchange Act, if so required by applicable law or regulation, and, in either case, a successor depositary is not appointed by the Issuer within 90 days after receiving such notice or becoming aware that DTC is no longer so registered, (ii) in the case of any other Global Note, if the clearing system(s) through which it is cleared and settled is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to cease business permanently or does in fact do so and a successor or successors is or are not appointed by the Issuer within 90 days from the commencement of such closure, announcement or cessation of business, (iii) the Issuer, in its discretion, elects to issue Definitive Registered Notes for a specific issue of Securities; or (iv) upon an Event of Default as described in Condition 11. The Definitive Registered Notes so issued in exchange for any such Global Note shall be of like tenor and of an equal aggregate principal amount, in authorized denominations and will bear the restrictive legend as referred to in "*Subscription and Sale and Transfer and Selling Restrictions*". Such Definitive Registered Notes shall be registered in the relevant Register in the name or names of such person or persons as the relevant clearing system shall instruct the applicable Registrar. It is expected that such instructions may be based upon directions received by DTC from DTC participants with respect to ownership of beneficial interests in the DTC Global Note. Except as provided above, owners of beneficial interests in a Global Note will not be entitled to receive physical delivery of Definitive Registered Notes and will not be considered the registered holders of such Registered Notes for any purpose.



#### *Exchange of Definitive Registered Notes for Definitive Registered Notes*

Any Definitive Registered Note issued under the circumstances described in the preceding paragraph will be transferable in whole or in part in an authorized denomination upon the surrender of such Registered Note, together with the form of transfer endorsed thereon duly completed and executed, at the specified office of the applicable Registrar or the specified office of the Transfer Agent or any other transfer agent maintained for that purpose. In the case of a transfer in part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance not transferred will be issued to the transferor. Each new Definitive Registered Note to be issued upon transfer will, within three Business Days of receipt of such form of transfer, be delivered to the transferee at the office of the applicable Registrar, the Transfer Agent or such paying agent or mailed, at the risk of the holder entitled to the Definitive Registered Note in respect of which the relevant Definitive Registered Note is issued, to such address as may be specified in such form of transfer.

#### *Exchange of Definitive Registered Notes for Global Notes*

Definitive Registered Notes may not be transferred for beneficial interests in any Global Note unless the transferor first delivers to the Transfer Agent a written certificate to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Registered Notes. See “*Subscription and Sale and Transfer and Selling Restrictions*”.

#### *Exchange between Regulation S Global Notes and Rule 144A Global Notes*

Interests in a Regulation S Global Note may be transferred to a person who wishes to hold an interest in a Rule 144A Global Note only upon receipt by the Registrars, the Transfer Agent and the Paying Agents of a written certification from the transferor (in the form set out in the Registered Notes Agency Agreement) to the effect that such transfer is being made to a person whom the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A purchasing for its own account or for the account of a qualified institutional buyer, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States.

Interests in a Rule 144A Global Note may also be transferred to a person who wishes to hold an interest through a Regulation S Global Note, but only upon receipt by the Registrars, the Transfer Agent and the Paying Agents of a written certification from the transferor to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or with Rule 144A (if available) under the Securities Act.

Any interest in either a Rule 144A Global Note or a Regulation S Global Note that is transferred to a person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to an interest in such other Global Note.

## ***Global clearance and settlement***

### ***General***

Registered Notes issued pursuant to the Programme may be held through one or more international and domestic clearing systems, principally, the book-entry systems operated by DTC in the United States, and Euroclear and/or Clearstream, Luxembourg in Europe. Electronic securities and payment transfer, processing, depositary and custodial links have been established among these systems and others, either directly or through custodians and depositaries, which enable Registered Notes to be issued, held and transferred among the clearing systems through these links. The relevant Agents (if any) have direct electronic links with DTC, Euroclear and Clearstream, Luxembourg. Special procedures have been established among these clearing systems and the relevant Agents (if any) to facilitate clearance and settlement of certain Registered Notes traded across borders in the secondary market. Cross-market transfers of Registered Notes in respect of which payments will be made in U.S. dollars and which will be issued in global form may be cleared and settled using these procedures on a delivery against payment basis. Cross-market transfers of Registered Notes in other than global form may be cleared and settled in accordance with other procedures established among any relevant Agent or Agents, as the case may be, and the clearing systems concerned for this purpose.

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the procedures described below in order to facilitate transfers of Registered Notes among participants of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures and such procedures may be modified or discontinued at any time. Neither the Issuer nor the Agents (if any) will have any responsibility for the performance by DTC, Euroclear and/or Clearstream, Luxembourg or their respective participants or indirect participants of the respective obligations under the rules and procedures governing their operations.

### ***The clearing systems***

#### **DTC**

DTC has advised the Issuer that it is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“**Direct Participants**”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“**DTCC**”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others

such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

#### Clearstream, Luxembourg

Clearstream, Luxembourg holds securities for its participating organizations ("**Clearstream, Luxembourg participants**") and facilitates the clearance and settlement of securities transactions between Clearstream, Luxembourg participants through electronic book-entry changes in accounts of Clearstream, Luxembourg participants, thereby eliminating the need for physical movement of certificates. Clearstream, Luxembourg provides to Clearstream, Luxembourg participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg also interfaces with domestic securities markets in several countries. Clearstream, Luxembourg is registered as a bank in Luxembourg, and as such is subject to regulation by the Commission de Surveillance du Secteur Financier, and the Banque Centrale du Luxembourg which supervise and oversee the activities of Luxembourg banks. Clearstream, Luxembourg participants are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations, and may include the Agents (if any). Indirect access to Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with a Clearstream, Luxembourg participant. Clearstream, Luxembourg has established an electronic bridge with Euroclear as the operator of the Euroclear system (the "**Euroclear Operator**") in Brussels to facilitate settlement of trades between Clearstream, Luxembourg and the Euroclear Operator.

Distributions with respect to Registered Notes held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream, Luxembourg participants in accordance with its rules and procedures, to the extent received by the depository for Clearstream, Luxembourg.

#### Euroclear

Euroclear holds securities and book-entry interests in securities for participating organizations ("**Euroclear participants**") and facilitates the clearance and settlement of securities transactions between Euroclear participants, and between Euroclear participants and participants of certain other securities intermediaries through electronic book-entry changes in accounts of such participants or other securities intermediaries. Euroclear provides Euroclear participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations, and may include the Agents (if any). Non-participants in Euroclear may hold and transfer beneficial interests in a Global Note through accounts with a participant in the Euroclear system or any other securities intermediary that holds a book-entry interest in a Global Note through one or more securities intermediaries standing between such other securities intermediary and Euroclear. Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the "**Euroclear Terms and Conditions**"). The Euroclear Terms

and Conditions governs transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Euroclear Terms and Conditions only on behalf of Euroclear participants, and has no record or relationship with persons holding through Euroclear participants. Distributions with respect to Registered Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear participants in accordance with the Euroclear Terms and Conditions, to the extent received by the depositary for Euroclear.

#### Other clearing systems

Any other clearing system which the Issuer, the applicable Agent(s) and the relevant Dealer(s) agree shall be available for a particular issuance of Registered Notes, including the clearance and settlement procedures for such clearing system, will be described in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement.

#### *Primary distribution*

#### General

Distributions of the Registered Notes will be cleared through one or more of the clearing systems described above or any other clearing system specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement. Payment for Registered Notes will be made on a delivery-versus-payment basis unless a free delivery basis is agreed with the relevant Dealers.

The Issuer and the relevant Agent(s) (if any) shall agree that either global clearance and settlement procedures or specific clearance and settlement procedures should be available for any Series of Registered Notes, in each case as agreed with the relevant Dealers. Clearance and settlement procedures may vary from one Series of Registered Notes to another according to the Specified Currency of the Registered Notes of such Series. Customary clearance and settlement procedures are described under the specific clearance and settlement procedures below. Application will be made to the relevant clearing system(s) for the Registered Notes of the relevant Series to be accepted for clearance and settlement and the applicable clearance numbers will be specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

#### Clearance and Settlement Procedures

*DTC.* DTC participants holding Registered Notes through DTC on behalf of investors will follow the settlement practices applicable to U.S. corporate debt obligations in DTC's Same-Day Funds Settlement System. Registered Notes will be credited to the securities custody accounts of such DTC participants against payment in same-day funds on the settlement date.

*Euroclear and Clearstream, Luxembourg.* Investors electing to hold their Registered Notes through Euroclear and/or Clearstream, Luxembourg accounts will follow the settlement procedures applicable to conventional Eurobonds in registered form. Registered Notes will be credited to the securities custody accounts of Euroclear and/or Clearstream, Luxembourg participants, as the case may be, on the business day following the settlement date against payment for value on the settlement date.

### *Secondary market trading*

#### *Trading between DTC Participants*

Secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules and will be settled using procedures applicable to U.S. corporate debt obligations in DTC's Same-Day Funds Settlement System in same-day funds, if payment is made in U.S. dollars, or free of payment if payment is made in a currency other than U.S. dollars. In the latter case, separate payment arrangements outside of the DTC system are required to be made between DTC participants.

#### *Trading between Euroclear and/or Clearstream, Luxembourg Participants*

Secondary market trading between Euroclear and/or Clearstream, Luxembourg participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using procedures applicable to conventional Eurobonds in registered form.

#### *Trading between a DTC seller and a Euroclear or Clearstream, Luxembourg purchaser*

#### *Single Global Note Issues*

When Registered Notes represented by a DTC Global Note are to be transferred from the account of a DTC participant (other than the U.S. Depositories) to the account of a Euroclear participant or a Clearstream, Luxembourg participant, the purchaser must send instructions to Euroclear or Clearstream, Luxembourg through a participant at least one business day prior to settlement. Euroclear or Clearstream, Luxembourg, as the case may be, will instruct its U.S. Depository to receive the Registered Notes against payment or free of payment, as the case may be. Its U.S. Depository will then make payment to the DTC participant's account against delivery of the Registered Notes. After settlement has been completed, the Registered Notes will be credited to the respective clearing system and by the clearing system, in accordance with its usual procedures, to the account of the relevant Euroclear or Clearstream, Luxembourg participant. Credit for the Registered Notes will appear on the next day (Central European Time) and cash debit will be back-valued to, and the interest on the Registered Notes will accrue from, the value date (which would be the preceding day, when settlement occurs in New York). If settlement is not completed on the intended value date (i.e., the trade fails), the Euroclear or Clearstream, Luxembourg cash debit will be valued instead as of the actual settlement date.

Euroclear participants or Clearstream, Luxembourg participants will need to make available to the respective clearing systems the funds necessary to process same-day funds settlement. The most direct means of doing so is to pre-position funds for settlement, either from cash on hand or existing lines of credit, as the participants would for any settlement occurring within Euroclear or Clearstream, Luxembourg. Under this approach, participants may take on credit exposure to Euroclear or Clearstream, Luxembourg until the Registered Notes are credited to their accounts one day later.

As an alternative, if Euroclear or Clearstream, Luxembourg has extended a line of credit to them, participants can elect not to pre-position funds and allow that credit line to be drawn upon to finance settlement. Under this procedure, Euroclear participants or Clearstream, Luxembourg participants purchasing Registered Notes would incur overdraft charges for one day, assuming they cleared the

overdraft when the Registered Notes were credited to their accounts. However, interest on the Registered Notes would accrue from the value date. Therefore, in many cases, the investment income on Registered Notes earned during that one-day period may substantially reduce or offset the amount of such overdraft charges, although this result will depend on each participant's particular cost of funds.

Because the settlement will take place during New York business hours, DTC participants can employ their usual procedures for delivering Registered Notes to the applicable U.S. Depository for the benefit of Euroclear participants and/or Clearstream, Luxembourg participants. The sale proceeds will be available to the DTC seller on the settlement date. Thus, to the DTC participants, a cross-market transaction will settle no differently than a trade between two DTC participants.

#### Dual Global Note issues

When Registered Notes are to be transferred from the account of a DTC participant to the account of a Euroclear or Clearstream, Luxembourg participant, the DTC participant will deliver the Registered Notes free of payment to the appropriate account of the Custodian at DTC by 11:00 A.M. (New York time) on the settlement date together with instructions for delivery to the relevant Euroclear or Clearstream, Luxembourg participant. Separate payment arrangements are required to be made between the relevant Euroclear or Clearstream, Luxembourg participant and the DTC participant. The applicable Registrar, as custodian, will (i) decrease the amount of Registered Notes registered in the name of the nominee of DTC and represented by the DTC Global Note and (ii) increase the amount of Registered Notes registered in the name of the nominee of Euroclear and Clearstream, Luxembourg and represented by the Global Note. The Depository will deliver such Registered Notes free of payment to Euroclear or Clearstream, Luxembourg, as the case may be, for credit to the relevant participant in such clearing system on the business day following the settlement date.

#### *Trading between a Euroclear or Clearstream, Luxembourg seller and a DTC purchaser*

#### Single Global Note issues

Due to time zone differences in their favor, Euroclear participants or Clearstream, Luxembourg participants may employ their customary procedures for transactions in which Registered Notes represented by a DTC Global Note are to be transferred by the respective clearing system through the applicable U.S. Depository to another DTC participant's account. The seller must send instructions to Euroclear or Clearstream, Luxembourg through a participant at least one business day prior to settlement. In these cases, Euroclear or Clearstream, Luxembourg will instruct its respective U.S. Depository to credit the Registered Notes to the DTC participant's account against payment. The payment will then be reflected in the account of the Euroclear participant or Clearstream, Luxembourg participant the following business day, and receipt of the cash proceeds in the Euroclear or Clearstream, Luxembourg participant's account will be back-valued to the value date (which would be the preceding day, when settlement occurs in New York). If the Euroclear participant or Clearstream, Luxembourg participant has a line of credit with its respective clearing system and elects to draw on such line of credit in anticipation of receipt of the sale proceeds in its account, the back-valuation may substantially reduce or offset any overdraft charges incurred over the one-day period. If settlement is not completed on the intended value date (i.e., the trade fails), receipt of the cash proceeds in the Euroclear or Clearstream, Luxembourg participant's account would instead be valued as of the actual settlement date.

As is the case with sales of Registered Notes represented by a DTC Global Note by a DTC participant to a Euroclear or Clearstream, Luxembourg participant, participants in Euroclear or Clearstream, Luxembourg will have their accounts credited the day after their settlement date.

Dual Global Note issues

When Registered Notes are to be transferred from the account of a Euroclear or Clearstream, Luxembourg participant to the account of a DTC participant, the relevant Euroclear or Clearstream, Luxembourg participant must provide settlement instructions for delivery of the Registered Notes free of payment to Euroclear or Clearstream, Luxembourg, as the case may be, by 7:45 P.M. (Brussels or Luxembourg time, as the case may be) one business day prior to the settlement date. Euroclear or Clearstream, Luxembourg will in turn provide appropriate settlement instructions to the Depository for delivery to the DTC participant.

Separate payment arrangements are required to be made between the DTC participant and the relevant Euroclear or Clearstream, Luxembourg participant. On the settlement date, the Custodian will deliver the Registered Notes free of payment to the appropriate DTC account of the DTC participant and will instruct the applicable Registrar to (i) decrease the amount of Registered Notes registered in the name of the nominee for Euroclear and Clearstream, Luxembourg and represented by the Global Note and (ii) increase the amount of Registered Notes registered in the name of the nominee of DTC and represented by the DTC Global Note.

Same day settlement and payment generally

The Registered Notes represented by the Global Notes will be eligible to trade in DTC's Same Day Funds Settlement System, and any permitted secondary market trading activity in such Registered Notes will, therefore, be required by DTC to be settled in immediately available funds. The Issuer expect that secondary trading in any Definitive Registered Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream, Luxembourg participant purchasing an interest in a Global Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream, Luxembourg participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream, Luxembourg) immediately following the settlement date of DTC. DTC has advised the Issuer that cash received in Euroclear or Clearstream, Luxembourg as a result of sales of interest in a Global Note by or through a Clearstream, Luxembourg participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day for Euroclear or Clearstream, Luxembourg following DTC's settlement date.

Registered Notes may be issued in such denominations as may be specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement save that the minimum denomination of each Registered Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. See "*Special Provisions Relating to Foreign Currency Notes*" for additional information regarding Foreign Currency Notes.

**General**

Notes that are initially deposited with a depositary or common depositary for Euroclear and/or Clearstream, Luxembourg or a custodian for DTC may also be credited to the accounts of subscribers with (if indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg or DTC held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg, DTC or other clearing systems.



## TERMS AND CONDITIONS OF THE BEARER NOTES

*The following are the Terms and Conditions of the Bearer Notes (each a “**Condition**”) which, as completed by the provisions of Part A of the applicable Final Terms or, in the case of Exempt Notes, as completed, supplemented, amended and/or replaced by the provisions of the applicable Pricing Supplement, and, if required, simplified by deletion of non applicable provisions will be attached to, endorsed on or incorporated by reference into each global Note and definitive Bearer Note. The applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement (or in either case the relevant provisions thereof) will be endorsed on, or attached to, each temporary global Bearer Note or permanent global Bearer Note, as applicable, and each definitive Note. All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the applicable Final Terms, Pricing Supplement or, as the case may be, the Drawdown Prospectus.*

*The Terms and Conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Terms and Conditions as supplemented, amended and/or replaced to the extent described in such Drawdown Prospectus and, in such circumstances, as endorsed on, or attached to, or incorporated by reference into the relevant global Notes.*

This Note is one of a Series of Notes issued by La Caisse centrale Desjardins du Québec (“**Caisse centrale**” or the “**Issuer**”). References herein to the “**Notes**” shall mean with respect to the Notes of this Series (as defined herein) (i) in relation to any Notes represented by a global Note (a “**Global Note**”), units of the lowest Specified Denomination in the Specified Currency; (ii) any definitive Notes in bearer form (“**Definitive Bearer Notes**”) issued in exchange for a Global Note issued in bearer form (a “**Global Bearer Note**”); and (iii) any Global Bearer Note issued subject to, and with the benefit of, an Amended and Restated Agency Agreement as of 1 April 2016 (as further amended or supplemented from time to time in accordance with the terms thereof; the “**Bearer Notes Agency Agreement**”) made between the Issuer, The Bank of New York Mellon, London Branch, as issuing and principal paying agent (the “**Bearer Fiscal Agent**,” which expression shall include any successor appointed in accordance with the Bearer Notes Agency Agreement) and the other paying agents named therein (the “**Bearer Notes Paying Agents**”, which expression shall include the Bearer Fiscal Agent). In addition to Bearer Notes issuable under these Terms and Conditions of the Bearer Notes (the “**Terms and Conditions**”), the Issuer may also issue Notes in registered form under an Amended and Restated Fiscal Agency Agreement dated as of 1 April 2016 (as further amended or supplemented from time to time in accordance with the terms thereof; the “**Registered Notes Agency Agreement**”) made between the Issuer, La Caisse centrale Desjardins du Québec, U.S. Branch, The Bank of New York Mellon, London Branch, as fiscal agent (the “**Registered Fiscal Agent**”, which expression shall include any successor appointed in accordance with the Registered Notes Agency Agreement), as transfer agent (the “**Transfer Agent**”) and as European Paying Agent (the “**European Paying Agent**”), The Bank of New York (Luxembourg) S.A. as European Registrar (the “**European Registrar**”), The Bank Of New York Mellon as U.S. registrar (the U.S. Registrar and, together with the European Registrar, the Registrars and each individually, a Registrar), as U.S. Exchange Agent (the “**U.S. Exchange Agent**”) and as U.S. paying agent (the U.S. Paying Agent and, together with the European Paying Agent, the “**Registered Notes Paying Agents**”; and, the Registered Notes Paying Agents together with the Bearer Notes Paying Agents, the “**Paying Agents**” and each individually, a “**Paying Agent**”), which expressions shall each include any successor appointed in accordance with the Registered Notes Agency Agreement.

The term “**Agency Agreement**” when used herein shall mean the Bearer Notes Agency Agreement. The term “**Fiscal Agent**” when used herein means the Bearer Fiscal Agent and “**Fiscal Agents**” means the Bearer Fiscal Agent and the Registered Fiscal Agent. As used herein, “**Series**” means all Notes which are issued in the same form, denominated in the same currency and which have the same “**Maturity Date**”, being a date on which Notes, other than Notes bearing interest on a floating rate basis (“**Floating Rate Notes**”), will be redeemed (unless previously redeemed or purchased and cancelled), or in the case of Floating Rate Notes, the month and year in which the Notes will be redeemed (unless previously redeemed or purchased and cancelled), as the case may be, interest and/or payment basis (“**Interest/Payment Basis**”) and interest payment dates (if any) (all as indicated in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement) and the terms of which (save for the date on which the Notes will be issued (“**Issue Date**”), the date from which the Notes, if interest-bearing, bear interest (“**Interest Commencement Date**”), the amount and date of the first payment of interest thereon and/or the price at which the Notes will be issued (“**Issue Price**”) are otherwise identical; and the expressions “**Notes of the relevant Series**” and “**holders of Notes of the relevant Series**” and related expressions shall be construed accordingly. As used herein, “**Tranche**” means all Notes of the same Series with the same Issue Date, the terms of which are identical in all respects save that a Tranche may comprise Notes of more than one denomination. The Issuer may create and issue additional Tranches in accordance with Condition 16.

The final terms and conditions (or the relevant provisions thereof) applicable to this Tranche of Notes are set forth in Part A of the Final Terms attached to or endorsed on the Note which completes these Terms and Conditions or, if the Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Directive 2003/71/EC, as amended (an “**Exempt Note**”), the final terms (or the relevant provisions thereof) are set out in the Pricing Supplement attached to or endorsed hereon which supplements these Terms and Conditions and which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify the Terms and Conditions for the purposes of this Note. References to the “applicable Final Terms” are to Part A the Final Terms (or the relevant provisions thereof) attached to, endorsed on or incorporated by reference into the Note. References to the “applicable Pricing Supplement” are, unless otherwise stated, to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on the Note and any references in these Terms and Conditions to “applicable Final Terms” shall be deemed to include a reference to the “applicable Pricing Supplement” in the case of a Tranche of Exempt Notes.

Interest bearing Definitive Bearer Notes will have interest coupons (“**Coupons**”) and, if issued at a time when there are more than 27 interest payments remaining, talons for further Coupons (“**Talons**”) attached. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons.

The holders of the Notes (the “**Noteholders**”, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided in Condition 1) and the holders of the Coupons (the “**Couponholders**”) are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms, which are binding on them.

A copy of the Agency Agreement (which contains the form of Final Terms) is available for inspection during normal business hours and upon reasonable notice at the principal office of the Fiscal Agent in

London, England. A copy of the Agency Agreement is available for collection without charge from the registered office of Caisse centrale in Montréal, Québec, Canada. Copies of the applicable Final Terms can be viewed at the registered offices of the Issuer or the specified offices of the European Paying Agent, save that Pricing Supplements may only be viewed by a Noteholder on production of evidence satisfactory to the Issuer and the Fiscal Agent as to its holding of such Notes and identity. If the Notes are to be admitted to trading on the regulated market of the Irish Stock Exchange, the Final Terms can be viewed on the website of the Irish Stock Exchange. If a Note is not so listed but it is not an Exempt Note, the Final Terms can be viewed on the website of the Central Bank of Ireland (<http://www.centralbank.ie>) as the competent authority of the home member state for such Notes.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

In these Terms and Conditions, “**Euro**” means the currency of the Member States of the European Union that have adopted the Single Currency in accordance with the Treaty on the Functioning of the European Union, as amended.

## **1. Form, Denomination and Title**

The Notes of this Series are issuable in bearer form (“**Bearer Notes**”), in the Specified Currency and the Specified Denominations and, in the case of definitive Notes, serially numbered, save that the minimum denomination of each Note other than an Exempt Note will be at least €100,000 (or, if the Notes are denominated in any currency other than euro, the equivalent amount in such currency) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Specified Currency. None of the Specified Denominations will be exchangeable for any other Specified Denominations.

So long as the Notes are represented by a Global Note and the relevant clearing system(s) so permit, if Specified Denominations are expressed as such, the Notes shall be tradeable only in nominal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) specified in the applicable Final Terms and (unless otherwise specified in the applicable Final Terms) higher integral multiples of at least 1,000 in the relevant currency as specified in the relevant Final Terms (the “**Integral Amount**”), notwithstanding that no Definitive Bearer Notes will be issued with a denomination above the Definitive Amount in such currency. For the purposes of these Conditions, the “**Definitive Amount**” shall be equal to two times the lowest Specified Denomination minus the Integral Amount.

Unless this is an Exempt Note, this Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or any appropriate combination thereof, depending upon the Interest/Payment Basis specified in the applicable Final Terms.

If this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Note, a Dual Currency Interest Note or any other type of Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

If this Note is an Exempt Note, this Note may also be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

This Note is a Senior Note or a Subordinated Note depending upon the Status of the Notes indicated in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons and, if applicable, Talons for further Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Talons in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery. Except as required by applicable law or regulatory requirement and except as provided in the second succeeding paragraph, Caisse centrale and any Paying Agent may deem and treat the bearer of any Bearer Note or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Bearer Note, without prejudice to the provisions set out below.

Any reference herein to **“Noteholders”**, **“holder of Notes”** and related expressions shall mean, for so long as any of the Bearer Notes are represented by a Global Note held on behalf of Euroclear Bank SA/NV (**“Euroclear”**) or Clearstream Banking S.A. (**“Clearstream, Luxembourg”**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of Bearer Notes (a **“Relevant Account Holder”**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bearer Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by Caisse centrale, the Fiscal Agent, and any other Paying Agent as the holder of such principal amount of such Bearer Notes for all purposes other than with respect to the payment of principal or interest on the Notes, the right to which shall be vested, as against Caisse centrale, the Fiscal Agent any other Paying Agent solely in the bearer of the relevant global Bearer Note in accordance with and subject to its terms. Similar rights as those made available to Relevant Account Holders in the preceding sentences may be made available to Relevant Account Holders in other relevant clearing systems as more fully provided in the Final Terms. Bearer Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

References to Euroclear or Clearstream, Luxembourg shall, whenever the context so permits, except in relation to Bearer Notes in NGN form, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms as may otherwise be approved by Caisse centrale and the Fiscal Agent.

## **2. Definitive Notes**

Interests in a permanent Global Note will be exchangeable (free of charge) in whole (but not in part) by the owners thereof for security-printed definitive Notes only if such exchange is permitted by applicable law and (i) if Euroclear, Clearstream, Luxembourg or any other relevant clearing system, as the case may be, closes for business for a continuous period of 14 days (other than by reason of holidays, statutory or

otherwise) or announces its intention to permanently cease business or does in fact do so, (ii) upon the occurrence of an Event of Default (as defined in Condition 10) and the relevant clearing system acting on instructions of any person who is shown on a relevant due date in the records of such clearing system as the holder of a particular amount of Notes represented by such permanent Global Note requests in writing definitive Notes from the Agent or (iii) if Caisse centrale would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction referred to in Condition 9 which would not be suffered were the Notes in definitive form and a certificate to such effect (signed by an authorized signatory of Caisse centrale) is delivered to the Agent for display to the Noteholders together with a request that definitive Notes be issued. In such circumstances, Caisse centrale will cause sufficient definitive Notes to be executed and delivered as soon as practicable (and, in any event within 45 days of the occurrence of any of the circumstances described in (i) or the making of the written request described in (ii) or (iii) above) (the “**Permanent Exchange Date**”) to the Bearer Agent for completion, authentication and delivery to the owners of interests in such permanent Global Notes.

### **3. Status of Notes**

Senior Notes constitute direct, unsecured and unsubordinated obligations of Caisse centrale and rank *pari passu* and *pro rata* with all unsecured and unsubordinated deposits, borrowings and obligations of Caisse centrale. In the event of the insolvency or winding-up of Caisse centrale, the Senior Notes will rank equally in right of payment with all deposit liabilities and other unsecured and unsubordinated liabilities of Caisse centrale, except as may be provided by law.

Subordinated Notes constitute unsecured and subordinated obligations of Caisse centrale and rank *pari passu* and *pro rata* with all other subordinated borrowings and obligations of Caisse centrale. In the event of the insolvency or winding-up of Caisse centrale, the Subordinated Notes will rank subordinate in right of payment to all deposit liabilities and other liabilities of Caisse centrale except those which by their terms rank equally with or subordinate to such subordinated borrowings and obligations.

The holders of the Subordinated Notes and the Coupons appertaining thereto irrevocably agree that upon the insolvency or winding-up of Caisse centrale, Caisse centrale shall have no obligation to repay the Subordinated Notes or any Coupons due thereon until all other creditors of Caisse centrale have been reimbursed or paid, or the funds necessary to satisfy all the other creditors have been deposited. For the purpose of this clause “all other creditors” means all creditors of Caisse centrale, other than creditors in respect of subordinated indebtedness which by the terms thereof rank in right of payment equally with or subordinate to the Subordinated Notes, regardless of whether such indebtedness existed prior to the date of the Subordinated Notes or arose subsequent to them, or that such indebtedness has or has not a fixed maturity date.

At the date hereof, all liabilities for borrowed money of Caisse centrale are unsecured.

The Notes are not insured by the U.S. Federal Deposit Insurance Corporation, under the *Deposit Insurance Act* (Québec) or the *Canada Deposit Insurance Corporation Act* (Canada) or by any governmental agency and are not guaranteed by the Federation or any other member of the Desjardins Group (as described in the Base Prospectus referred to in the applicable Final Terms).

#### 4. Interest

##### *(a) Fixed Rate Note Provisions*

*This Condition 4(a) applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 4(a) for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount (if applicable), any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.*

Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest specified in the applicable Final Terms payable in arrear on the Interest Payment Date(s) in each year up to and including the Maturity Date so specified if that does not fall on an Interest Payment Date. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the initial Broken Amount specified in the applicable Final Terms. If the Maturity Date is not an Interest Payment Date, interest from and including the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to but excluding the Maturity Date will amount to the final Broken Amount specified in the applicable Final Terms.

Interest will be paid, in respect of Fixed Rate Notes, subject to and in accordance with the provisions of Condition 6.

If the Fixed Rate Notes are in definitive form, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on and including such date will, where an applicable Fixed Coupon Amount and, if applicable, Broken Amount are specified in the applicable Final Terms, amount to such Fixed Coupon Amount and, if applicable, Broken Amount.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount and, if applicable, Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

1. in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

2. in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In the case of Hong Kong dollar-denominated Notes, if a Fixed Coupon Amount is not specified as applicable in the relevant Final Terms:

- (A) where (x) there is not a numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) any Interest Payment Date would otherwise fall on a day which is not a Business Day, then such Interest Payment Date shall be adjusted, as specified in the relevant Final Terms, either for payment purposes only or for payment and interest accrual purposes in accordance with the Modified Following Business Day Convention (as defined in Condition 4(b)(i)) where “**Business Day**” shall be as defined in Condition 4(b)(i); and
- (B) the Calculation Agent will cause each Fixed Coupon Amount for each Fixed Interest Period and the relevant Interest Payment Date to be notified to the Issuer as soon as possible after determination. The Issuer will cause any such amount to be notified by the relevant Fiscal Agent (in the case of Fixed Rate Notes which are listed on the Official List and admitted to trading on the regulated market of the Irish Stock Exchange plc (the “**Irish Stock Exchange**”) to the Irish Stock Exchange and, if applicable to any other stock exchange or other relevant authority on which the relevant Fixed Rate Notes are for the time being listed or admitted to trading, and to be given in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Fixed Coupon Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant Fixed Interest Period. For the purposes of this Condition 4(a)(C), the expression “**London Business Day**” means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

For the purposes of these Conditions:

“**Day Count Fraction**” means in respect of the calculation of an amount of interest in accordance with this Condition 4(a) for any period of time (from and including the first day of such period to but excluding the last) (which may be for a Fixed Interest Period or, if applicable, the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date) (the “**Calculation Period**”):

- (A) if “**Actual/Actual (ICMA)**” is specified in the applicable Final Terms:
  - (a) in the case of Notes where the number of days in the Calculation Period is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (b) in the case of Notes where the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of:

- (1) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
  - (2) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (B) if “**30/360**” is specified in the applicable Final Terms, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date (such number of days being calculated on the basis of a 360-day year consisting of 12 months of 30 days) divided by 360;
  - (C) if “**Actual/360**” is specified in the applicable Final Terms, the actual number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by 360; and
  - (D) if “**Actual/365 (Fixed)**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

“**Determination Period**” means the period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

“**Determination Date**” means the date specified in the applicable Final Terms or, if none is specified, it means the Interest Payment Date;

“**Fixed Interest Period**” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date; and

“**sub-unit**” means with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

*(b) Floating Rate Note Provisions*

*This Condition 4(b) applies to Floating Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 4(b) for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Final Terms will identify, as applicable, any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the applicable Business Day definition, the Business Day Convention, any Additional Business Centers, whether ISDA Determination or Screen Rate Determination applies to the*



*calculation of interest, the party who will calculate the amount of interest due if it is not the Fiscal Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify, amongst other items, the applicable Reference Rate, Relevant Financial Centre, Interest Determination Date(s), Reference Banks and Relevant Screen Page.*

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate equal to the Rate of Interest and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an “**Interest Payment Date**”) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each, an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest shall be payable in respect of each Interest Period. In these Conditions, “**Interest Period**” means the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the

next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

- (4) Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (5) "No Adjustment", such Interest Payment Date shall not be adjusted in accordance with any Business Day Convention.

In this Condition 4, "**Business Day**" means a day which is both:

- (aa) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre (other than TARGET) specified in the applicable Final Terms and if TARGET is specified as an Additional Business Centre, a TARGET Business Day (as defined below); and
- (bb) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London) and any Additional Business Centre (other than TARGET) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereof ("**TARGET**") is open (a "**TARGET Business Day**").

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in one of the manners set out below and specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus the Margin (if any, as indicated in the applicable Final Terms). For the purposes of this Condition 4(b)(iii), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Notes, published by the International Swaps and Derivatives Association, Inc. (the "**ISDA Definitions**") and under which:

- (1) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the applicable Final Terms;

- (2) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date (as defined in the ISDA Definitions) is either:
  - (A) if the relevant Floating Rate Option is based on LIBOR or EURIBOR, the first day of the Interest Period; or
  - (B) in any other case, the day as specified in the applicable Final Terms.

The ISDA Definitions contain provisions for determining the applicable Floating Rate (as defined below) in the event that the specified Floating Date is not available and such provisions shall apply to Floating Rate Notes as if incorporated in these Conditions.

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions.

When this sub-paragraph (A) applies, in respect of each relevant Interest Period the Calculation Agent will be deemed to have discharged its obligations under Condition 4(b)(iv) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this sub-paragraph (A).

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the rate (if there is only one quotation on the Relevant Screen Page); or
- (2) the arithmetic mean (rounded upwards, if necessary, to the nearest 1/16 per cent.) of the offered rates,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time on the Interest Determination Date (as defined herein) in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

- (C) If, in the case of (B)(1) above, no such rate appears or, in the case of (B)(2) above, fewer than two of such offered rates appear at such time or if the offered rate or rates which appears or appear, as the case may be, as at such time do not apply to a period of a duration equal to the relevant Interest Period, the Rate of Interest for such Interest Period shall, subject as provided below, be the arithmetic mean (rounded upwards, if necessary, to the nearest 1/16 per cent.) of the rates at which the Calculation Agent is advised by the principal Relevant Financial Centre office of all Reference Banks that deposits in the

Specified Currency of a duration equal to such Interest Period are offered in the Relevant Financial Centre interbank market to leading banks by the Reference Banks as at 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the Interest Determination Date plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

- (D) If on any Interest Determination Date to which sub-paragraph (C) above applies two or three only of the Reference Banks advise the Calculation Agent of such rates, the Rate of Interest for the next Interest Period shall, subject as provided below, be determined as in sub-paragraph (C) above on the basis of the rates of those Reference Banks advising such rates.
- (E) If on any Interest Determination Date to which sub-paragraph (C) above applies one only or none of the Reference Banks advises the Calculation Agent of such rates, the Rate of Interest for the next Interest Period shall, subject as provided below, be whichever is the higher of:
  - (1) the Rate of Interest in effect for the last preceding Interest Period to which sub-paragraphs (B), (C) and (D) above shall have applied (minus or plus (as appropriate), where a different Margin is to be applied to the next Interest Period to that which applied to the last preceding Interest Period, the Margin relating to that last preceding Interest Period, plus or minus (as appropriate) the Margin for the next Interest Period); and
  - (2) the reserve interest rate (the “**Reserve Interest Rate**”) which shall be the rate per annum which the Calculation Agent determines to be either (x) the arithmetic mean (rounded upwards, if necessary, to the nearest 1/16 per cent.) of the lending rates for the Specified Currency which banks selected by the Calculation Agent in the Principal Financial Centre of the country of the Specified Currency (other than euro, in which event, the Principal Financial Centre shall be of those member states that are participating in European economic and monetary union whose lawful currency is euro) are quoting on the relevant Interest Determination Date for the next Interest Period to the Reference Banks or those of them (being at least two in number) to which such quotations are, in the opinion of the Calculation Agent, being so made plus or minus (as appropriate) the Margin (if any), or (y) in the event that the Calculation Agent can determine no such arithmetic mean, the lowest lending rate for the Specified Currency which banks selected by the Calculation Agent in the Principal Financial Centre of the country of the Specified Currency (other than euro, in which event, the Principal Financial Centre shall be of those member states that are participating in European economic and monetary union whose lawful currency is euro) are quoting on such Interest Determination Date to leading European banks for the next Interest Period plus or minus (as appropriate) the Margin (if any), provided that if the banks selected as aforesaid by the Calculation Agent are not quoting as mentioned above, the Rate of Interest shall be the Rate of Interest specified in (1) above.

(F) Minimum and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period shall in no event be less than such minimum, and if a Maximum Rate of Interest for any Interest Period is specified in the applicable Final Terms, then the Rate of Interest for such Interest Period shall in no event exceed such maximum. Unless otherwise specified in the applicable Final Terms, the Minimum Rate of Interest shall be zero.

(G) In this Condition:

**"Calculation Agent"** means the relevant Fiscal Agent or such other entity specified in the applicable Final Terms as the person responsible for the calculation of the Rate(s) of Interest and the Interest Amount(s) or such other amounts as may be specified in the applicable Final Terms.

**"EURIBOR"** means the Euro-zone inter-bank offered rate.

**"Eurozone"** means the region comprised of Member States of the European economic and monetary union that adopt the euro as the single currency in accordance with the Treaty establishing the European Community, as amended.

**"LIBOR"** means the London inter-bank offered rate.

**"Principal Financial Centre"** means:

- (i) in relation to any currency other than euro:
  - (a) the place specified as such in the applicable Final Terms; or
  - (b) if no place is specified in the applicable Final Terms as aforesaid, the principal financial centre for that currency or, if there is more than one principal financial centre for that currency, one of the principal financial centres selected by the Calculation Agent; and
- (ii) in relation to euro, it means the principal financial centre or centres of such Member State or Member States as is selected by the Calculation Agent.

**"Reference Banks"** has the meaning given in the applicable Final Terms or, if none is specified, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate.

**"Relevant Financial Centre"** has the meaning in the applicable Final Terms.

**"Reference Rate"** means either LIBOR or EURIBOR as specified in the applicable Final Terms or, in the case of Exempt Notes, any other reference rate as specified in the applicable Pricing Supplement.

**“Relevant Screen Page”** means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final Terms for the purposes of providing a Reference Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information services, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of deploying rates or prices comparable to that Reference Rate.

**“Specified Time”** means the time as of which the rate to be determined as specified in the applicable Final Terms (which, in the case of LIBOR, means London time or, in the case of EURIBOR, means Central European time) or, if none is specified, at which it is customary to determine sure rate.

(iii) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, as soon as practicable after the Specified Time on each **“Interest Determination Date”**, determine the Rate of Interest (subject to any Minimum or Maximum Rate of Interest specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will calculate the amount of interest (each an **“Interest Amount”**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Notes shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

The determination of the Rate of Interest and calculation of each Interest Amount by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

**“Day Count Fraction”** means, in respect of the calculation of an amount of interest in accordance with Condition 4(b) for any Calculation Period:

- (A) if **“Actual/Actual”** or **“Actual/Actual (ISDA)”** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (B) if “**Actual/365 (Fixed)**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
- (C) if “**Actual/365 (Sterling)**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case the last day of the Calculation Period falls in a leap year, 366;
- (D) if “**Actual/360**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (E) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

(F) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

(G) if “**30E/360 (ISDA)**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.



(iv) Linear Interpolation

Where Linear Interpolation is specified as being applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**“Designated Maturity”** means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(v) Notification of Rate of Interest and Interest Amount

The Issuer will cause the Rate of Interest and the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified by the relevant Fiscal Agent (in the case of Floating Rate Notes which are listed on the Official List and admitted to trading on the regulated market of the Irish Stock Exchange) to the Irish Stock Exchange and, if applicable, to any other stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or admitted to trading, and to be given in accordance with the provisions of Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified by the relevant Fiscal Agent to each stock exchange on which this Note, if it is a Floating Rate Note, is for the time being listed. For the purposes of this subparagraph (v), the expression **“London Business Day”** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre (other than TARGET) specified in the applicable Final Terms and if TARGET is specified as an Additional Business Centre in the applicable Final Terms, a day which is a TARGET Business Day.

(vi) Reference Banks

If the Reference Banks are specified in the applicable Final Terms and unless otherwise stated in these Terms and Conditions, the initial Reference Banks (four or more) will be the principal London offices in the case of LIBOR or principal Eurozone offices in the case of EURIBOR of such specified bank. Caisse centrale will procure that, so long as any Floating Rate Note remains outstanding, in the case of any bank being unable or unwilling to continue to act as a Reference Bank, Caisse centrale shall appoint the London office of some other leading bank engaged in the Eurodollar market to act as such in its place.

*(c) Zero Coupon Notes*

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the Amortised Face Amount of such Note as determined in accordance with Condition 5(e)(B). As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield set forth in the relevant Final Terms.

*(d) Accrual of Interest*

Each Note will cease to bear interest (if any) from the due date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note; and (ii) the day on which the relevant Fiscal Agent has notified the holder thereof (either in accordance with Condition 14 or individually) of receipt of all sums due in respect thereof up to that date. Such interest will accrue at a rate per annum equal to (A) the Fixed Rate, in the case of Fixed Rate Notes; (B) the Amortisation Yield, in the case of Zero Coupon Notes; or (C) the Rate of Interest in the case of Floating Rate Notes.

*(e) Interest Act (Canada) Disclosure*

For the purposes of disclosure pursuant to the *Interest Act* (Canada), where in any Note (i) a rate of interest is to be calculated on the basis of a year of 360 days, the yearly rate of interest to which the 360 day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 360, or (ii) a rate of interest is to be calculated during a leap year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by 366 and divided by 365.

*(f) Coupon Switch Option Provisions*

(i) *Application:* This Condition 4(f) is applicable to the Notes only if the Coupon Switch Option is specified in the applicable Final Terms and each such Note shall bear interest on the following basis.

(ii) The Final Terms shall specify whether the Fixed Rate Note Provisions or, as the case may be, the Floating Rate Note Provisions are applicable to the Notes from (and including) the Issue Date to (but excluding) the Coupon Switch Option Date. Upon the Issuer giving the requisite notice (which, for the purposes of this Condition 4(f) only, shall be five Business Days prior to the Coupon Switch Option Date or such other notice period as may be specified in the Final Terms) to exercise its Coupon Switch Option, from (and including) the Coupon Switch Option Date, interest shall accrue on a different basis from the basis which was applicable prior to such Coupon Switch Option Date. The Final Terms shall specify whether the Fixed Rate Note Provisions or, as the case may be, the Floating Rate Note Provisions are applicable, upon the exercise by the Issuer of the Coupon Switch Option, from (and including) such Coupon Switch Option Date to (but excluding) the Maturity Date.

For the purpose of this Condition 4(f), “**Business Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign currency deposits) in the Principal Financial Centre (as defined in Condition 4(b)(i)(G)) and any Additional

Business Centres (other than TARGET) specified in the applicable Final Terms and if TARGET is specified as an Additional Business Centre, a TARGET Business Day.

*(g) Exempt Notes*

The rate or amount of interest in respect of Exempt Notes which are not also Fixed Rate Notes or Floating Rate Notes shall be determined in the manner specified in the applicable Pricing Supplement, provided that where such Notes are Index Linked Interest Notes, the provisions of Condition 5(b) and other related provisions of Condition 5 shall, save to the extent amended in the applicable Pricing Supplement, apply as if the references therein to Floating Rate Notes were references to Index Linked Interest Notes.

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Note and otherwise as specified in the applicable Pricing Supplement.

**5. Redemption and Purchase**

*(a) At Maturity*

Unless previously repaid, each Note will be repaid by Caisse centrale at its Final Redemption Amount in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

*(b) Early Redemption for Tax Reasons*

If, as a result of any change in the laws or regulations of Canada or any province or territory thereof or any authority or agency therein or thereof having power to tax or in the administration or interpretation of any such laws or regulations, which change becomes effective on or after the latest Issue Date of the Notes of this Series, Caisse centrale would, on the occasion of the next payment due in respect of the Notes of this Series, be required to pay additional amounts as provided in Condition 9, Caisse centrale may, at its option, having given not more than the maximum period nor less than the minimum period of notice specified in the applicable Final Terms to the relevant Fiscal Agent and, in accordance with Condition 14, to the holders of the Notes of this Series (which notice shall be irrevocable), at any time or, if the Notes of this Series are Floating Rate Notes, on any Interest Payment Date redeem all, but not some, of the Notes of this Series, each at its Early Redemption Amount referred to in Condition 5(e), together, if appropriate, with interest accrued to, but excluding, the date of redemption. Upon the expiry of such notice, Caisse centrale shall be bound to redeem the Notes of this Series accordingly. Notwithstanding the foregoing, Subordinated Notes may not be redeemed by Caisse centrale without the prior approval of the Autorité des marchés financiers (Québec).

*(c) Early Redemption at the Option of Caisse centrale (Issuer Call Option)*

*This Condition 5(c) applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons), such option being referred to as an “Issuer Call”. The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 5(c) for full information on any Issuer Call. In particular, the applicable Final Terms will identify the*

*Optional Redemption Date(s), the Optional Redemption Amount, whether Notes are redeemable in part and any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.*

If an Issuer Call Option is specified in the applicable Final Terms, Caisse centrale may, having given not more than the maximum period nor less than the minimum period of notice, as specified in the applicable Final Terms, to the relevant Fiscal Agent and, in accordance with Condition 14, the holders of the Notes of this Series (which notice shall be irrevocable), redeem all or, if so specified in the Final Terms, some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) indicated in the applicable Final Terms together, if appropriate, with interest accrued to, but excluding any such Optional Redemption Date(s). In the event of a redemption of some only of such Notes, such redemption must be for an amount not less than the Minimum Redemption Amount or not greater than the Maximum Redemption Amount, as indicated in the applicable Final Terms. In the case of a partial redemption of Definitive Bearer Notes, the Notes to be repaid will be selected individually by lot not more than 60 days prior to the date fixed for redemption and a list of the Notes called for redemption will be published in accordance with Condition 14 not less than 30 days prior to such date. In the case of a partial redemption of Notes which are represented by a Global Note, the relevant Notes will be redeemed in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, such partial redemption to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion. Notes denominated in sterling may only be redeemed pursuant to this paragraph following one year from the Issue Date. Notwithstanding the foregoing, Subordinated Notes may be redeemed prior to their stated maturity only with the prior approval of the Autorité des marchés financiers (Québec).

*(d) Early Redemption at the Option of the Noteholders (Noteholder Put Option)*

*This Condition 5(d) applies to Notes which are subject to redemption prior to the Maturity Date at the option of Noteholders, such option being referred to as a “**Noteholder Put Option**”. The applicable Final Terms contain provisions applicable to any Noteholder Put Option and must be read in conjunction with Condition 5(d) for full information on any Noteholder Put Option. In particular, the Final Terms will identify the Option Redemption Date(s), the Optional Redemption Amount and the applicable notice periods.*

If and to the extent a Noteholder Put Option is specified in the applicable Final Terms, upon the holder of any Note giving to Caisse centrale in accordance with Condition 14 not more than the maximum period nor less than the minimum period of notice as specified in the applicable Final Terms, Caisse centrale will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount indicated in the applicable Final Terms together, if appropriate, with interest accrued to, but excluding such Optional Redemption Date.

To exercise the right to require redemption of any Note the holder of the relevant Note must, if the relevant Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form supplied by the Issuer to the Paying Agent, (for the time being current) obtainable from the specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream,

Luxembourg, to exercise the right to require redemption of this Note, the holder of this Note must, within the notice period, give notice to the Fiscal Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Fiscal Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if this Note is represented by a Global Note the terms of which require presentation for recording changes to its nominal amount, at the same time present or procure the presentation of the relevant Global Note to the Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this paragraph (d) shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 10.

*(e) Early Redemption Amounts*

For the purposes of paragraph (b) above and Condition 10, Notes will be redeemed at an amount (the “**Early Redemption Amount**”) calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be greater or less than the Issue Price, at the amount set out in the applicable Final Terms; or
- (iii) in the case of Zero Coupon Notes, at an amount (the “**Amortised Face Amount**”) equal to:
  - (A) the sum of (x) the Reference Price specified in the applicable Final Terms and (y) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
  - (B) if the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 5(b) above or upon its becoming due and repayable as provided in Condition 10 is not paid or available for payment when due, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount of such Zero Coupon Note calculated as provided above as though the references in Condition 5(e)(iii)(A) to the date fixed for redemption or the date upon which the Zero Coupon Note

becomes due and repayable were replaced by references to the date (the “**Reference Date**”) which is the earlier of:

- (1) the date on which all amounts due in respect of the Note have been paid; and
- (2) the date on which the full amount of the moneys repayable has been received by the relevant Fiscal Agent and notice to that effect has been given in accordance with Condition 14.

The calculation of the Amortised Face Amount in accordance with this Condition 5(e)(iii)(B) will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Note together with interest at a rate per annum equal to the Accrual Yield. Where any such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30 / 360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365) or (iv) Actual/Actual (ICMA) (as defined in Condition 4(a) except that the Calculation Period will commence on (and include) the Issue Date of the first Tranche of the Notes and end on (but exclude) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and repayable).

*(f) Purchases*

Subject to any applicable legal or regulatory restrictions, Caisse centrale or any of its subsidiaries may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons appertaining thereto are surrendered therewith) in the open market or by private treaty at any price. If purchases are made by tender, tenders must be available to all holders of Notes of the relevant Series alike.

*(g) Cancellation*

All Notes redeemed or purchased by Caisse centrale as aforesaid will be cancelled forthwith, together with all unmatured Coupons attached thereto or surrendered or purchased therewith, and may not be resold or reissued.

*(h) Specific Redemption provisions applicable to certain types of Exempt Notes*

The Final Redemption Amount, any Optional Redemption Amount and the Early Redemption Amount in respect of Index Linked Redemption Amount Notes and Dual Currency Redemption Notes may be specified in, or determined in the manner specified in, the applicable Pricing Supplement.

Any Note which is repayable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of definitive Notes, all instalments (other than the final instalment) will be paid against surrender of the relevant receipt (which must be presented with the Note to which it appertains) and, in the case of the final instalment, against surrender of the relevant Notes, all as more fully described in Condition 6(i).

Partly-Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 5 and the provisions specified in the applicable Pricing Supplement.

**6. Payments**

*(a) Method of Payment in respect of Bearer Notes*

Subject as provided below:

- (i) payments in a Specified Currency other than euro or U.S. dollars will be made by credit or transfer to an account in the Specified Currency (which, in the case of a payment in yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank located in the principal financial centre of the country of such Specified Currency;
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) with a bank outside of the United States specified by the payee or, at the option of the payee, by a euro cheque; and
- (iii) payments in U.S. dollars will be made by credit or transfer to a U.S. dollar account maintained by the payee outside of the United States or, at the option of the payee, by a cheque drawn on a United States bank.

In no event will payment of amounts due in respect of Bearer Notes be made by a cheque mailed to an address in the United States (which expression, as used in this Condition 6, means the United States of America, including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction).

*(b) Payments in respect of Global Bearer Notes*

Payments of principal and interest (if any) in respect of Bearer Notes represented by any global Bearer Note will (subject as provided below) be made in the manner specified above and otherwise in the manner specified in the relevant global Bearer Note against (except in the case of a global Bearer Note in NGN form) presentation or surrender, as the case may be, of such global Bearer Note at the specified office of the Fiscal Agent. A record of each payment made against presentation or surrender of such

global Bearer Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Bearer Note by the Fiscal Agent or in the records of Euroclear or Clearstream, Luxembourg, as applicable, and such record shall be *prima facie* evidence that the payment in question has been made.

*(c) Payments in respect of Definitive Bearer Notes*

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the Specified Currency against surrender of Definitive Bearer Notes and payments of interest in respect of the definitive Bearer Notes will (subject as provided below) be made in the Specified Currency against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States.

Notwithstanding anything in this Condition 6, if the Definitive Bearer Notes are denominated or payable in U.S. dollars, payments in respect of the Bearer Notes will only be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) if:

- (i) Caisse centrale has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount owing in respect of the Bearer Notes in the manner provided above when due;
- (ii) payment of the full amount owing in respect of the Bearer Notes at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of Caisse centrale, adverse tax consequences to Caisse centrale.

*(d) Presentation of Bearer Notes, Coupons and Talons*

Fixed Rate Bearer Notes in definitive form (other than Long Maturity Bearer Notes (as defined herein)) must be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons) failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the aggregate amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time after the Relevant Date (as defined in Condition 9) in respect of such principal and before the expiration of the relevant period of prescription under Condition 15. Upon any Fixed Rate Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Bearer Note or Long Maturity Bearer Note in definitive form becomes due and repayable, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons,



shall be made in respect thereof. A “**Long Maturity Bearer Note**” is a Fixed Rate Bearer Note (other than a Fixed Rate Bearer Note which on issue had a Talon attached) whose Nominal Amount on issue is less than the aggregate interest payable thereon provided such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Nominal Amount of such Note.

*(e) Payment of Accrued Interest on Redemption*

If the due date for redemption of any Note in definitive form is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

*(f) General Provisions Applicable to All Payments*

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 9 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 9) any law implementing an intergovernmental approach thereto.

References to “**Specified Currency**” include any successor currency under applicable law.

Subject as provided below:

- (i) the holder of the relevant Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and Caisse centrale will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid;
- (ii) each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by Caisse centrale to, or to the order of, the holder of the relevant Global Note; and
- (iii) no person other than the holder of the relevant global Note shall have any claim against Caisse centrale in respect of any payments due on that Global Note.

In certain limited circumstances in which payments in respect of a global Bearer Note are not made when due, owners of interests in such Global Note may become entitled to proceed directly against Caisse centrale in accordance with the provisions of such Global Note.

(g) *Payment Business Day*

If the due date for payment of any amount due in respect of any Note is not a Payment Business Day, then the Holder thereof will not be entitled to payment thereof until (i) if the Payment Business Day Convention is specified as Following Business Day Convention in the applicable Final Terms, the next day which is such a day or (ii) if the Payment Business Day Convention is specified as Modified Following Business Day Convention in the applicable Final Terms, the next day which is a Payment Business Day unless it would thereby fall into the next calendar month, in which event the holder shall be entitled to such payment on the immediately preceding Payment Business Day, and from such day and thereafter will be entitled to receive payment by cheque on any local banking day, and will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Payment Business Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 4. For these purposes, "**Payment Business Day**" means:

- (i) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in: (A) in the case of Notes in definitive form only, the relevant place of presentation; and (B) any Additional Financial Centre(s) (other than TARGET) specified in the applicable Final Terms and if TARGET is specified as an Additional Financial Centre, a TARGET Business Day; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (which, in the case of Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (B) in relation to any sum payable in euro, a TARGET Business Day.

(h) *Conversion into United States Dollars*

If Caisse centrale is due to make a payment in a currency (the "**original currency**") other than United States Dollars in respect of any Note or Coupon and the original currency is not available on the foreign exchange markets due to the imposition of exchange controls, the original currency's replacement or disuse or other circumstances beyond Caisse centrale's control, Caisse centrale will be entitled to satisfy its obligations in respect of such payment by making payment in United States Dollars on the basis of the spot exchange rate (the "**United States Dollar FX Rate**") at which the original currency is offered in exchange for United States Dollars in the London foreign exchange market (or, at the option of the Calculation Agent, in the foreign exchange market of any other financial centre which is then open for business) at noon, London time, two Business Days prior to the date on which payment is due or, if the United States Dollar FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Calculation Agent acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the United States Dollar FX Rate or substitute exchange rate as aforesaid may be such that the resulting United States Dollars amount is zero and in such event no amount of United States Dollars or the original currency will be payable. Any payment made in United

States Dollars or non-payment in accordance with this paragraph will not constitute an Event of Default under Condition 10.

For the purposes of this Condition 6(h), “**Calculation Agent**” means any entity specified in the applicable Final Terms or otherwise any entity appointed by the Issuer at the relevant time.

*(i) Specific provisions in relation to payments in respect of certain types of Exempt Notes*

In the case of Exempt Notes that are payable in instalments, payments of principal in respect of instalments (if any), other than the final instalment, will (subject as provided below) be made against presentation and surrender of the relevant receipt. Each receipt must be presented for payment of the relevant instalment together with the relevant definitive Note against which the amount will be payable in respect of that instalment. If any definitive Note is redeemed or becomes repayable prior to the stated Maturity Date in respect thereof, principal will be payable on surrender of such definitive Note together with all unmatured receipts appertaining thereto. Receipts presented without definitive Notes to which they appertain and unmatured receipts do not constitute valid obligations of Caisse centrale.

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, in relation to Notes redeemable in instalments, the Instalment Amounts.

Upon the date on which any Dual Currency Note or Index Linked Note in definitive form becomes due and repayable, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons, shall be made in respect thereof.

*(j) Interpretation of Principal and Interest*

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable under Condition 9 in respect of principal;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount; and
- (vi) any premium and any other amounts which may be payable under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable under Condition 9 in respect of interest.

## 7. Agent and Paying Agents

The names of the initial Fiscal Agent and the other initial Paying Agents (collectively, the “**Agents**”) and their initial specified offices are set out on the Notes. If any additional or other Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms. In acting under the Agency Agreement, the Agents will act solely as agents of Caisse centrale and do not assume any obligations or relationships of agency or trust to or with the Noteholders or Couponholders, except that (without affecting the obligations of Caisse centrale to the Noteholders and Couponholders to repay Notes and pay interest thereon) funds received by the Agent for the payment of principal of or interest on the Notes shall be held by it in trust for the Noteholders and/or Couponholders until the expiration of the relevant period of prescription under Condition 12. Caisse centrale agrees to perform and observe the obligations imposed upon it under the Agency Agreement and to cause the Agents to perform and observe the obligations imposed upon them under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with Caisse centrale and its subsidiaries, if any, without being liable to account to the Noteholders or the Couponholders for any resulting profit.

Caisse centrale is entitled to vary or terminate the appointment of any Agent (including the Fiscal Agent) or any other paying agent appointed under the terms of the Agency Agreement and/or appoint additional or other paying agents and/or approve any change in the specified office through which any paying agent acts, provided that:

- (i) so long as the Notes of this Series are listed on any stock exchange or competent authority, there will at all times be a Paying Agent (which may be the Fiscal Agent) with a specified office in each location required by the rules and regulations of the relevant stock exchange (or any other relevant authority);
- (ii) If any Definitive Bearer Notes are ever issued, Caisse centrale will appoint and maintain a Paying Agent (which may be the Fiscal Agent) with a specified office in a city approved by the Fiscal Agent in continental Europe and notify the Noteholders of such appointment in accordance with Condition 14; and
- (iii) so long as any Notes are outstanding, there will at all times be a Fiscal Agent.

In addition, Caisse centrale shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 6(c). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Fiscal Agent and the Noteholders in accordance with Condition 14 provided that no such variation, termination, appointment or change shall take effect (except in the case of insolvency in which case, termination should be immediate or in the case of a Paying Agent ceasing to be a Participating FFI in which case termination will be immediate upon notice in writing) within 15 days before or after any Interest Payment Date.

For the purposes of this Condition, “**Participating FFI**” means a “foreign financial institution” that is a “participating foreign financial institution” (as each such term is defined pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, and any regulations thereunder or official interpretations thereof as from the effective date of withholding on “foreign passthru payments” (a term not yet defined by legislation or regulation)). A participating foreign financial institution includes any financial institution that is deemed to be compliant with the provisions of section 1471(b) pursuant to an applicable agreement between the United States and another jurisdiction.

## **8. Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 6(d) and Condition 13. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

## **9. Taxation**

All payments of principal and interest by or on behalf of Caisse centrale in respect of the Notes or Coupons will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or charges of whatever nature imposed or levied by or on behalf of the Government of Canada or any province, territory or political division thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or charges are required by law or by the interpretation or administration thereof. In that event, Caisse centrale will, subject to its right of redemption set out in Condition 5(b), pay such additional amounts as may be necessary in order that the net amounts receivable by the Noteholders or the Couponholders, as the case may be, after such withholding or deduction shall equal the respective amounts of principal or interest which would have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amount shall be payable with respect to any Note or Coupon:

- (i) to, or to a third party on behalf of, a Noteholder or Couponholder who is liable to such taxes or duties in respect of such Note or Coupon by reason of that person having some connection with Canada other than the mere holding or use outside Canada, or ownership as a non-resident of Canada, of such Note or Coupon; or
- (ii) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on or before such thirtieth day; or
- (iii) where such withholding or deduction is imposed under Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), any current or future regulations thereunder or official interpretations thereof), any agreement

described in Section 1471(b)(1) of the Code, any intergovernmental agreement entered into between the United States and any other country in connection with the implementation of the foregoing, and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any such intergovernmental agreement; or

- (iv) to, or to a third party, on behalf of a Noteholder or Couponholder with whom Caisse centrale is not dealing at arm's length within the meaning of the *Income Tax Act* (Canada); or
- (v) to, or to a third party on behalf of, a Noteholder or Couponholder who is, or does not deal at arm's length with a person who is, a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of Caisse centrale.

As used herein, "**Relevant Date**" means:

- (A) the date on which such payment first becomes due; or
- (B) if the full amount of the moneys payable has not been received by the Fiscal Agent on or prior to such due date, the date on which the full amount of such moneys having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 14.

## 10. Events of Default

### (a) Senior Notes

If any of the following events ("**Events of Default**") should occur and be continuing, the holder of any Senior Note may, upon written notice of acceleration to both Caisse centrale and the Fiscal Agents (with a copy to the U.S. Registrar), cause such Senior Note to become due and payable as of the date on which the said notice of acceleration is received by both Caisse centrale and the Fiscal Agents (with a copy to the U.S. Registrar), at the Early Redemption Amount thereof (as described in Condition 5(e)), together with accrued interest, unless prior to the receipt of such notice by both Caisse centrale and the Fiscal Agents (with a copy to the U.S. Registrar), Caisse centrale shall have cured or otherwise made good such Event of Default in respect of the relevant Senior Notes:

- (i) failure for 30 days to pay when due any interest on any Senior Note;
- (ii) failure for five days to pay when due the principal of any Senior Note;
- (iii) failure by Caisse centrale to observe any of the other covenants or agreements in the Senior Notes or the Agency Agreement which shall not have been remedied within a period of 30 days after notice thereof has been given in writing to the Issuer by the relevant Fiscal Agent or any holder of any Senior Note; or
- (iv) proceedings under any applicable bankruptcy, reorganisation, composition or insolvency law shall have been initiated against Caisse centrale and such proceedings shall not have been discharged or stayed within a period of 60 days, or Caisse centrale shall itself

initiate or consent to any such proceedings or Caisse centrale shall make a conveyance or assignment for the benefit of, or enter into any composition with, its creditors.

*(b) Subordinated Notes*

In the event of the insolvency, bankruptcy or winding-up of Caisse centrale (each an “**Event of Default**”), the holder of any Subordinated Note may, upon written notice to both Caisse centrale and the Fiscal Agent, cause such Subordinated Note to become due and payable, subject to the subordination provisions of the Subordinated Notes, as of the date on which the said notice is received by both Caisse centrale and the Fiscal Agent, at the nominal amount thereof, together with accrued interest.

Notwithstanding the foregoing, a resolution or order for the winding-up of Caisse centrale with a view to its consolidation, amalgamation or merger with another financial institution or the transfer of its assets as an entirety to such other financial institution will not constitute an Event of Default in respect of either Senior Notes or Subordinated Notes.

## **11. Meetings of and Consents of Noteholders; Modification and Amendment**

The Agency Agreement contains provisions for convening meetings of Noteholders (or the holders of Notes of any one or more Series) to consider matters affecting their interests, including modifications by Extraordinary Resolution of the terms and conditions of the Notes (or the Notes of any one or more Series).

The quorum for any meeting convened to consider a resolution proposed as an Extraordinary Resolution shall be one or more persons holding or representing more than 50 per cent. of the nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding, or at any adjourned such meeting, two or more persons being or representing Noteholders (or, as the case may be, the Notes of the relevant one or more Series) whatever the nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding so held or represented, except that at any meeting the business of which includes consideration of proposals, *inter alia*, (i) to sanction the exchange or substitution for the Notes or the conversion of the Notes (or, as the case may be, the Notes of the relevant one or more Series) into shares, bonds or other obligations or securities of Caisse centrale or any other body corporate; (ii) to postpone the Maturity Date or the dates on which interest is payable in respect of the Notes (or, as the case may be, the Notes of the relevant one or more Series); (iii) to reduce or cancel the nominal amount of, or interest on, or to reduce or vary the method of calculating the rate of interest on, the Notes (or, as the case may be, the Notes of the relevant one or more Series); (iv) to change the currency in which payments under the Notes (or, as the case may be, the Notes of the relevant one or more Series) and/or the Coupons appertaining thereto are to be made; or (v) to modify the majority required to pass an Extraordinary Resolution or the provisions concerning the quorum required at any meeting of holders of the Notes (or, as the case may be, the Notes of the relevant one or more Series), in which case the necessary quorum for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 75 per cent., or at any adjourned such meeting, not less than 25 per cent., of the nominal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding.

The term “**Extraordinary Resolution**” is defined in the Agency Agreement to mean in effect, a resolution passed by the affirmative vote of the holders of not less than 66 2/3 per cent. of the votes cast at a meeting of the holders of the Notes (or, as the case may be, the Notes of the relevant one or more Series). In addition, the Agency Agreement provides that either (i) a resolution in writing signed on behalf of the Noteholders of not less than 66 2/3 per cent. in principal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Noteholders) or (ii) consents given by way of electronic consents through the relevant clearing systems by or on behalf of Noteholders of not less than 66 2/3 per cent. in principal amount of the Notes (or, as the case may be, the Notes of the relevant one or more Series) for the time being outstanding will take effect as if it were an Extraordinary Resolution.

Any Extraordinary Resolution duly passed will be binding on all Noteholders (or, as the case may be, the Notes of the relevant one or more Series) (whether or not they are present at such meeting or whether or not they signed a written resolution or consented electronically) and on all Couponholders relating to the relevant Notes.

The Fiscal Agent may agree, without the consent of the Noteholders or Couponholders, to any modification to any of the provisions of the Agency Agreement or the Notes which is of a formal, minor or technical nature or is made to correct a manifest error. Any such modification shall be binding on all the Noteholders and Couponholders (or, as the case may be, the Notes or Coupons of the relevant one or more Series) and, if the Fiscal Agent so requires, shall be notified to the Noteholders (or, as the case may be, the holders of the Notes of the relevant one or more Series) as soon as practicable thereafter in accordance with Condition 14.

## **12. Replacement of Notes, Coupons and Talons**

Should any Note, Coupon or Talon be mutilated, defaced or destroyed or be lost or stolen, it may be replaced at the specified office of the Fiscal Agent in London (the “**Replacement Agent**”) (or such other place as may be notified to the Noteholders), in accordance with all applicable laws and regulations and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of the expenses incurred by Caisse centrale and the Replacement Agent in connection therewith and on such terms as to evidence, indemnity, security or otherwise as Caisse centrale and the Replacement Agent may require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

## **13. Prescription**

The Notes and Coupons will become void unless presented for payment within a period of three years from the Relevant Date (as defined in Condition 9) relating thereto. Any moneys paid by Caisse centrale to the Fiscal Agent for the payment of principal or interest in respect of the Notes and remaining unclaimed when the Notes or Coupons become void shall forthwith be repaid to Caisse centrale and all liability with respect thereto shall thereupon cease. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 13 or Condition 6(d) or any Talon which would be void pursuant to Condition 6(d).



#### 14. Notices

Notices to Holders of Definitive Bearer Bonds will be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*). Caisse centrale shall also ensure that notices are duly published in compliance with the requirements of each stock exchange or any other relevant authority on which the Notes are listed. Any notice so given will be deemed to have been validly given on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition.

Until such time as any definitive Notes are issued, there may (provided that the rules of any relevant stock exchange or other relevant listing authority permit), so long as the Global Notes for this Series are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper, as set out in the foregoing paragraphs of this Condition 14, the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes of this Series. Any such notice shall be deemed to have been given to the holders of the Notes and related Coupons of this Series on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given to Caisse centrale by any holder of the Notes of this Series shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Fiscal Agent. Whilst any of the Notes of this Series are represented by a Global Note, such notice may be given by any holder of a Note of this Series to the Fiscal Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Fiscal Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

#### 15. Currency Indemnity

Save as provided in Condition 6(i), if, under any applicable law and whether pursuant to a judgment being made or registered against Caisse centrale or in the liquidation, insolvency or analogous process of Caisse centrale or for any other reason, any payment under or in connection with the Notes is made or fails to be satisfied in a currency (the “**other currency**”) other than that in which the relevant payment is expressed to be due (the “**required currency**”) under the Notes, then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment or, if it is not practicable for the relevant Noteholder to purchase the required currency with the other currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of a liquidation, insolvency or analogous process at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by the relevant Noteholder falls short of the amount due under the terms of the Notes, Caisse centrale shall, as a separate and independent obligation, indemnify and hold harmless the relevant Noteholder against the amount of such shortfall. For the purpose of this Condition 15, “rate of exchange” means the noon spot rate at which the relevant Noteholder is able, on the London foreign currency exchange market on the relevant date, to purchase the required currency with the other currency as determined by the Fiscal Agent, and shall take into account any premium and other reasonable cost of exchange.

## **16. Further Issues**

Caisse centrale shall be at liberty from time to time without notice to, or the consent of, the Noteholders or Couponholders to create and issue further Notes ranking *pari passu* in all respects (or in all respects save for the Issue Date, the Interest Commencement Date, the date and amount of the first payment of interest thereon and/or the Issue Price) and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## **17. Governing Law; Submission to Jurisdiction**

The Agency Agreement, Senior Notes, Subordinated Notes, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein.

## PRO FORMA FINAL TERMS FOR BEARER NOTES OTHER THAN EXEMPT NOTES

*Set out below is the form of Final Terms which will be completed for each Tranche of Bearer Notes other than Exempt Notes issued under the Programme.*

### FINAL TERMS

Final Terms dated [Signing Date of Issue]



La Caisse centrale Desjardins du Québec  
(the "Issuer")

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes]

Under the €7,000,000,000 Global Medium Term Note Programme

### PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the "Terms and Conditions of the Bearer Notes" (the "**Conditions**") set forth in the Base Prospectus dated 1 April 2016 [and the supplemental Base Prospectus[es] dated [●] which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"). As used herein, "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a Relevant Member State of the European Economic Area which has implemented the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. [Full information on Caisse centrale and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus.] [The Base Prospectus, together with all documents incorporated by reference therein, [is][are] available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and on the website of the Central Bank of Ireland at <http://www.centralbank.ie> and copies may be obtained from the offices of Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 1 April 2016 which constitutes a base prospectus for the purposes of the Prospectus Directive. As used herein, "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a Relevant Member State of the European Economic Area which has implemented the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the

purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 1 April 2016 [and the supplemental Base Prospectus[es] dated [●], which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Directive (the “ **Base Prospectus**”). [Full information on Caisse centrale and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus, including all documents incorporated by reference therein, are available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and on the website of the Central Bank of Ireland at <http://www.centralbank.ie> and copies may be obtained from Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

1.
  - (i) Series Number: [ ]
  - (ii) Tranche Number: [ ]
  - (iii) Date on which the Notes become fungible: [Not Applicable] [The Notes shall be consolidated and form a single Series and be interchangeable for trading purposes with the *[insert description of the Series]* on [ ] [the Issue Date] [exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [21] below [which is expected to occur on or about *[insert date]* ].]
2. Specified Currency or Currencies: [ ]
3. Aggregate Nominal Amount [of Notes admitted to trading]: [ ]
  - [(i)] Series: [ ]
 

*[Insert total nominal amount of outstanding Notes including the Tranche which is the subject of these Final Terms]*
  - [(ii)] Tranche: [ ]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]

5. (i) Specified Denominations: \*\* [ ]
- [Note – where multiple denominations above [ ] (or its equivalent) are being used, the following sample wording should be followed:*
- [ ] [and integral multiples of [ ] in excess thereof up to and including [ ].] [No Definitive Bearer Notes will be issued with a denomination above [ ].]
- Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a minimum redemption value of £100,000 (or its equivalent in other currencies).*
- (ii) Calculation Amount: [ ]
- [If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor] [Note – there must be a common factor in the case of two or more Specified Denominations.]*
6. (i) Issue Date: [ ]
- (ii) Interest Commencement Date: [Specify/Issue Date] [Not Applicable]
- (N.B. an Interest Commencement Date will not be relevant for certain Notes, for example, Zero Coupon Notes)*
7. Maturity Date: [(for Fixed Rate Notes) specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]

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\*\* The minimum Specified Denomination of the Notes shall be €100,000 (or its equivalent in any other currency).

8. Interest Basis: [[ ] per cent. Fixed Rate]  
[+/- [ ] percent Floating Rate]  
[[ ] Month [currency] EURIBOR]  
[[ ] Month [currency] LIBOR]  
[Zero Coupon Note]  
(further particulars specified in paragraph [13/14/15]  
below)
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes would be redeemed on the Maturity Date at [par] / [[ ] per cent. of their nominal amount]
10. Change of Interest Basis: [[Not Applicable] [Paragraph 13 applicable for the period from and including [ ] to but excluding [ ]]  
[Paragraph 14 applicable for the period from and including [ ] to but excluding [ ]]]  
[[Coupon Switch Option / Coupon Switch Option Date is [ ] / [Principal Financial Centre is [ ] / [Notice Period is [ ]]  
/[Additional Business Centres [ ]]]
11. Put/Call Options: [Not Applicable]  
[Noteholder Put Option]  
[Issuer Call Option]  
[(further particulars specified in paragraph [17/18]  
below)]
12. (i) Status of the Notes: [Senior Notes] [Subordinated Notes]
- (ii) Date Board approval for issuance of Notes obtained: [ ] [and, [ ], respectively]] [Not Applicable]  
*(N.B. Only relevant where new resolution is required for the particular Tranche of Notes (including Subordinated Notes))*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate [(s)] of Interest: [ ] per cent. per annum [payable in arrear] on each Interest Payment Date

- (ii) Interest Payment Date(s): [ ] [and [ ]] in each year [up to and including the Maturity Date] *[adjusted in accordance with the Modified Following Business Day Convention [for payment purposes only] [for payment and interest accrual purposes]]*<sup>1</sup>
- (iii) Additional Business Centre(s): [ ] [Not Applicable]
- (iv) Fixed Coupon Amount{(s)}: [[ ] per [ ] Calculation Amount] [Not Applicable]
- (v) Broken Amount(s): [Not Applicable] [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]]
- (vi) Day Count Fraction: [30/360/Actual/Actual (ICMA)/Actual/360/Actual/365 (Fixed)]  
(See Condition 4(a) for definitions)  
(N.B. Day Count Fraction should be Actual/Actual (ICMA) for all fixed rate issues other than those denominated in U.S. dollars, unless otherwise agreed)
- (vii) Determination Dates: [Not Applicable] [[ ] in each year]  
*(Insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of long or short first or last coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (viii) Person responsible for calculating Interest Amount(s) (if not the Agent): [[ ] shall be the Calculation Agent] [Not Applicable]
14. **Floating Rate Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether LIBOR or EURIBOR is the appropriate reference rate.)*
- (i) Specified Period(s): [ ] [Not Applicable]
- (ii) Specified Interest Payment Dates: [ ] [Not Applicable]

<sup>1</sup> Option in italics may be applicable to Hong Kong-dollar denominated Notes only.

- (iii) First Interest Payment Date: [       ]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/No Adjustment]
- (v) Additional Business Centre(s): [       ] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination] [ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent): [[       ] shall be the Calculation Agent]] [Not Applicable]
- (viii) Screen Rate Determination: [Applicable] [Not Applicable]
- Reference Rate: [       ] month [currency] [LIBOR] [EURIBOR]
  - Interest Determination Date(s): [       ]  
*(Second London business day prior to the start of each Interest Period if LIBOR (other than sterling LIBOR or euro LIBOR) and the first day of each Interest Period if sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
  - Relevant Screen Page: [       ] [Not Applicable]  
*(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate)*
  - Reference Banks: [       ] [Not Applicable]
  - Specified Time: [       ] [Not Applicable]
  - Relevant Financial Centre: [London] [Eurozone] [Not Applicable]
  - Principal Financial Centre: [       ] [Not Applicable]



- (ix) ISDA Determination: [Applicable] [Not Applicable]
- Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
- (x) Linear Interpolation: [Not Applicable] [Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (xi) Margin(s): [[+/-][ ] per cent. per annum] [Not Applicable]
- (xii) Minimum Rate of Interest: [[ ] per cent. per annum] [The Minimum Rate of Interest is as specified in Condition 4(b)(ii)(F)]
- (xiii) Maximum Rate of Interest: [[ ] per cent. per annum] [Not Applicable]
- (xiv) Day Count Fraction: [Actual / Actual]  
[Actual / 365 (Fixed)]  
[Actual / 365 (Sterling)]  
[Actual / 360]  
[30 / 360]  
[30E / 360]  
[30E / 360 (ISDA)]  
(See Condition 4(b)(iii) for definitions)

**15. Zero Coupon Note Provisions**

[Applicable] [Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Accrual Yield: [ ] per cent. per annum
- (ii) Reference Price: [ ]
- (iii) Day Count Fraction in relation to Early Redemption Amounts and late payment: [30 / 360]  
[Actual / 360]  
[Actual / 365]  
[Actual/Actual (ICMA)]
- (iv) Determination Dates: [[ ] in each year] [Not Applicable]

**PROVISIONS RELATING TO REDEMPTION**

16. Notice period for Condition 6: Minimum period: [30] [●] days  
Maximum period: [60] [●] days

17. **Issuer Call Option**

[Applicable] [Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [       ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [       ] per Calculation Amount

- (iii) Redeemable in part: [Yes] [No]

*(If no, delete the remaining sub-paragraphs of this paragraph)*

- (a) Minimum Redemption Amount: [[       ] per Calculation Amount] [Not Applicable]
- (b) Maximum Redemption Amount: [[       ] per Calculation Amount] [Not Applicable]

- (iv) Notice period: Minimum period: [15] [●] days  
Maximum period: [30] [●] days

*(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, between Caisse centrale and the Agent.)*

18. **Noteholder Put Option**

[Applicable] [Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [       ]
- (ii) Optional Redemption Amount(s): [       ] per Calculation Amount

(iii) Notice period:

Minimum period: [15] [●] days

Maximum period: [30] [●] days

*(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, between Caisse centrale and the applicable Agent.)*

19. **Final Redemption Amount**

[Par] / [[ ] per Calculation Amount]

20. **Early Redemption Amount**

Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default:

[As per Condition 6(e)] [ ] per Calculation Amount

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

21. Form of Notes:

[Bearer Notes:]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Bearer Notes in the limited circumstances specified in the Permanent Global Note]

[Permanent Global Note exchangeable for Definitive Bearer Notes in the limited circumstances specified in the Permanent Global Note]

22. New Global Note or Classic Global Note form:

[New Global Note form] [Classic Global Note form]

23. Payment Business Day Convention:

[Following Business Day Convention] [Modified Following Business Day Convention]

24. Additional Financial Centre(s) relating to payment dates:

[Not Applicable] [ ]

*(Note that this item relates to the date and place of payment, and not interest period end dates, to which item 14(v) relates)*

25. Calculation Agent for purpose of Condition 7(i) (if other than the relevant Fiscal Agent): [[ ] shall be the Calculation Agent] [Not Applicable]

**[THIRD PARTY INFORMATION]**

[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of La Caisse centrale Desjardins du Québec:

By: \_\_\_\_\_  
Duly Authorized

## PART B – OTHER INFORMATION

### 1. LISTING

(i) Listing/Admission to trading: [Application has been made by Caisse centrale (or on its behalf) for the Notes to be admitted to [the Official List of the Irish Stock Exchange] and to trading on [the regulated market of the Irish Stock Exchange] with effect from *[insert date]*. [Application will be made by Caisse centrale (or on its behalf) for the Notes to be admitted to [the Official List of the Irish Stock Exchange] and to trading on [the regulated market of the Irish Stock Exchange] with effect from *[insert date]*.]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(ii) Estimate of total expenses  
related to Admission to trading: [ ] [Not Applicable]

### 2. RATINGS

Ratings: [Not Applicable] [The Notes to be issued [have been] [are expected to be] specifically rated:

[S & P Canada: [ ]]

[Moody's Canada: [ ]]

[DBRS: [ ]]

[Any other Rating Agency: [ ]]

*[[insert credit rating agency] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “CRA Regulation”), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority [and [insert name of credit rating agency] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]*

*[[Insert credit rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the “CRA Regulation”). [As such [Insert credit rating agency] is included in the list of credit rating agencies*

published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]]

[[*Insert credit rating agency*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). [*Insert credit rating agency*] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]]

[[*Insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). The ratings [[have been]/[are expected to be]] endorsed by [*insert the name of the relevant EU-registered credit rating agency*] in accordance with the CRA Regulation. [*Insert the name of the relevant EU-registered credit rating agency*] is established in the European Union and registered under the CRA Regulation. [As such [*insert the legal name of the relevant EU-registered credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]]

[[*insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”), but it is certified in accordance with such Regulation. [[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the relevant competent authority and [*insert credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]

[[*Insert name of credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). However, the application for registration under the CRA Regulation of [*insert name of credit rating agency*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*], although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert name of credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation]. The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by [*insert name of credit rating agency*] may be used in the EU by the relevant market participants.]]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### 3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

[•] [Save for any fees payable to the [Managers/Dealers] and as described under “Subscription and Sale and Transfer and Selling Restrictions”,] so far as Caisse centrale is aware, no person involved in the offer of the Notes has an interest material to the offer.]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a Drawdown Prospectus in relation to the Tranche of Notes to be issued or, more generally, a Supplement to the Base Prospectus.)]*

### 4. **[Fixed Rate Notes only – YIELD]**

Indication of yield: [ ]

## 5. OPERATIONAL INFORMATION

- (i) ISIN: [ ]
- (ii) Common Code: [ ]
- (iii) CUSIP: [ ]
- (iv) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable] *[give name(s) and number(s)]*
- (v) Delivery: Delivery [against / free of] payment
- (vi) Names and addresses of additional Paying Agent(s) (if any) and if applicable a statement that it or they should be sole Paying Agent(s) for the Series: [Not Applicable] *[give name(s) and address(es)]*
- (vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries (“**ICSDs**”) as Common Safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- [No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as Common Safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]



**6. DISTRIBUTION**

- (i) Method of distribution: [Syndicated] [Non-Syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable] [*Specify names*]
- (iii) Date of Subscription Agreement: [Not Applicable] [*Specify date*]
- (iv) Stabilising Manager(s) (if any): [Not Applicable] [*Specify names*]
- (v) If non-syndicated, name of relevant Dealer: [*Specify name*]
- (vi) U.S. Selling Restrictions: [Regulation S, Compliance Category 2]; [TEFRA C Rules apply] [TEFRA D Rules apply] [Excluded Transfer]
- (vii) [Canadian Selling Restrictions: [Canadian Sales permitted] [Canadian Sales not permitted]

## PRO FORMA PRICING SUPPLEMENT FOR BEARER NOTES THAT ARE EXEMPT NOTES

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Bearer Notes that are Exempt Notes issued under the Programme.*

### NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC (AS AMENDED) FOR THE ISSUE OF NOTES DESCRIBED BELOW.

*Notes in italics in this Form of Pricing Supplement are intended for reference purposes only, will not appear in actual Pricing Supplement documents and are not binding on the Issuer.*

#### PRICING SUPPLEMENT

Pricing Supplement dated [Signing Date of Issue]



La Caisse centrale Desjardins du Québec

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes]

Under the €7,000,000,000 Global Medium Term Note Programme

#### PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer in a Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Prospectus dated 1 April 2016 [and the Supplemental Prospectus[es] dated ●] (the “**Base Prospectus**”).<sup>1</sup> Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus, together with all documents incorporated by reference therein, [is][are] available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and on the website of the Central Bank of Ireland at <http://www.centralbank.ie> and

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<sup>1</sup> Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all issues under the Programme.

copies may be obtained from the offices of Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Base Prospectus [dated *[original date]*] which are incorporated by reference in the Base Prospectus].<sup>2</sup>

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus/Listing Particulars with an earlier date.*

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Base Prospectus dated *[original date]* which are incorporated by reference in the Base Prospectus dated 1 April 2016. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Prospectus dated 1 April 2016 [and the supplemental Base Prospectus(es) dated •]<sup>3</sup> (the “**Base Prospectus**”), [Full information on Caisse centrale and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus and in the event of any inconsistency between the Terms and Conditions in the Base Prospectus dated *[original date]* and any terms and conditions specified in this Pricing Supplement, the terms and conditions in this Pricing Supplement shall prevail. Reference to the Conditions in the “Final Terms” shall be deemed to be references to the terms set out below. The Base Prospectus, including all documents incorporated by reference therein, are available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and copies may be obtained from Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]*

- |    |       |  |  |
|----|-------|--|--|
| 1. | (i)   | Series Number:                           | [ ]  |
|    | (ii)  | Tranche Number:                          | [ ]  |
|    | (iii) | Date on which the Notes become fungible: | [Not Applicable] [The Notes shall be consolidated and form a single Series and be interchangeable for trading purposes with the <i>[insert description of the Series]</i> on [ ] [the Issue Date] [exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [23] below [which is expected to occur on or about <i>[insert date]</i> ].] |

<sup>2</sup> Only include this language where it is a fungible issue and the original Tranche was issued under a Prospectus with a different date.

<sup>3</sup> Only include details of a supplemental Base Prospectus in which the Conditions have been amended for the purposes of all issues under the Programme.

2. Specified Currency or Currencies: [ ]
3. Aggregate Nominal Amount: [ ]
- [(i)] Series: [ ]
- [Insert total nominal amount of outstanding Notes including the Tranche which is the subject of this Pricing Supplement]*
- [(ii)] Tranche: [ ]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
5. (i) Specified Denominations: [ ]
- [Note – where multiple denominations above [ ] (or its equivalent) are being used, the following sample wording should be followed:*
- [ ] [and integral multiples of [ ] in excess thereof up to and including [ ].] [No Definitive Bearer Notes will be issued with a denomination above [ ].]
- Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a minimum redemption value of £100,000 (or its equivalent in other currencies).*
- (ii) Calculation Amount: [ ]
- [If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor]*
- [Note – there must be a common factor in the case of two or more Specified Denominations.]*
6. (i) Issue Date: [ ]

- (ii) Interest Commencement Date: [Specify/Issue Date] [Not Applicable]
- (N.B. an Interest Commencement Date will not be relevant for certain Notes, for example, Zero Coupon Notes)*
7. Maturity Date: [(for Fixed Rate Notes) specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
8. Interest Basis: [[ ] Month [currency] EURIBOR / LIBOR / Other (specify reference rate)]  
 [[ ] per cent. Fixed Rate]  
 [+/- [ ] percent Floating Rate]  
 [Zero Coupon Note]  
 [Index Linked Interest Note]  
 [Dual Currency Interest Note]  
 [Other (specify)]  
 (further particulars specified in paragraph [13/14/15/16/17] below)
9. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Notes would be redeemed on the Maturity Date at [par] / [[ ] per cent. of their nominal amount]]  
 [Index Linked Redemption Note]  
 [Dual Currency Redemption Note]  
 [Partly Paid Note]  
 [Instalment Note]  
 [Other (specify)]
10. Change of Interest Basis: [[Not Applicable] [Paragraph 13 applicable for the period from and including [ ] to but excluding [ ]]] [Paragraph 14 applicable for the period from and including [ ] to but excluding [ ]]]  
 [[Coupon Switch Option / Coupon Switch Option Date is  
 [ ] / [Principal Financial Centre is  
 [ ] / [Notice Period is [ ]]  
 / [Additional Business Centres [ ]]]
- [Specify details of any provision for convertibility of Notes into another interest basis]*

11. Put/Call Options: [Not Applicable]  
[Noteholder Put Option]  
[Issuer Call Option]  
[(further particulars specified in paragraph [19/20] below)]
12. (i) Status of the Notes: [Senior Notes] [Subordinated Notes]
- (ii) Date Board approval for issuance of Notes obtained: [ ] [and, [ ]], respectively]] [Not Applicable]  
*(N.B. Only relevant where new resolution is required for the particular Tranche of Notes (including Subordinated Notes))*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate [(s)] of Interest: [ ] per cent. per annum [payable in arrear] on each Interest Payment Date
- (ii) Interest Payment Date(s): [ ] [and [ ]] in each year [up to and including the Maturity Date] *[adjusted in accordance with the Modified Following Business Day Convention [for payment purposes only] [for payment and interest accrual purposes]]*<sup>4</sup>
- (iii) Additional Business Centre(s): [ ] [Not Applicable]
- (iv) Fixed Coupon Amount[(s)]: [[ ] per [ ] Calculation Amount] [Each Fixed Coupon Amount shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest [HK\$0.01 / HK\$0.005] being rounded upwards] [Not Applicable]
- (v) Broken Amount(s): [Not Applicable] [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]]

<sup>4</sup> Option in italics may be applicable to Hong Kong-dollar denominated Notes only.

- (vi) Day Count Fraction: [30/360/Actual/Actual (ICMA)/Actual/360/Actual/365 (Fixed)]  
*(N.B. Day Count Fraction should be Actual/Actual (ICMA) for all fixed rate issues other than those denominated in U.S. dollars, unless otherwise agreed)*
- (vii) Determination Dates: [Not Applicable] [[ ] in each year]  
*(Insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of long or short first or last coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (viii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
14. **Floating Rate Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether LIBOR or EURIBOR is the appropriate reference rate.)*
- (i) Specified Period(s): [ ] [Not Applicable]
- (ii) Specified Interest Payment Dates: [ ] [Not Applicable]
- (iii) First Interest Payment Date: [ ]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/No Adjustment/ Other *(give details)*]
- (v) Additional Business Centre(s): [ ] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination] [ISDA Determination] *(give details)*
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent): [[ ] shall be the Calculation Agent] [Not Applicable]

- (viii) Screen Rate Determination: [Applicable] [Not Applicable]
- Reference Rate: [ ] month [currency] [LIBOR] [EURIBOR]  
[ ]
  - Interest Determination Date(s): [ ]  
*(Second London business day prior to the start of each Interest Period if LIBOR (other than sterling LIBOR or euro LIBOR) and the first day of each Interest Period if sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
  - Relevant Screen Page: [ ] [Not Applicable]  
*(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate)*
  - Reference Banks: [ ] [Not Applicable]
  - Specified Time: [ ] [Not Applicable]
  - Relevant Financial Centre: [London] [Eurozone] [Not Applicable]
  - Principal Financial Centre: [ ] [Not Applicable]
- (ix) ISDA Determination: [Applicable] [Not Applicable]
- Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
- (x) Linear Interpolation: [Not Applicable] [Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (xi) Margin(s): [[+/-][ ] per cent. per annum] [Not Applicable]
- (xii) Minimum Rate of Interest: [[ ] per cent. per annum] [The Minimum Rate of Interest is as specified in Condition 4(b)(ii)(F)]
- (xiii) Maximum Rate of Interest: [[ ] per cent. per annum] [Not Applicable]



- |     |  |   |   |
|-----|--|---|---|
|     | (xiv)  | Day Count Fraction:   | [Actual / Actual]<br>[Actual / 365 (Fixed)]<br>[Actual / 365 (Sterling)]<br>[Actual / 360]<br>[30 / 360]<br>[30E / 360]<br>[30E / 360 (ISDA)]<br><i>(See Condition 4(b)(v) for definitions)</i> |
|     | (xv)   | Fall back provisions,<br>rounding provisions and any<br>other terms relating to the<br>method of calculating interest<br>on Floating Rate Notes, if<br>different from those set out in<br>the Conditions: | [            ]  |
| 15. | <b>Zero Coupon Note Provisions</b>   |   | [Applicable] [Not Applicable]<br><br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  |
|     | (i)  | Accrual Yield:  | [            ] per cent. per annum  |
|     | (ii)   | Any other formula/basis of<br>determining “ <b>Amortised Face Amount</b> ” (as described in<br>Condition 5(d)) or other<br>amounts payable:   | [            ]  |
|     | (iii)  | Day Count Fraction in relation<br>to Early Redemption Amounts<br>and late payment:  | [30 / 360]<br>[Actual / 360]<br>[Actual / 365]<br>[Actual/Actual (ICMA)]<br>[Other ( <i>specify</i> )]  |
|     | (iv)   | Determination Dates:  | [[                                  ] in each year] [Not Applicable]  |
| 16. | <b>Index-Linked Interest Note / other variable-linked interest Note Provisions</b> |   | [Applicable] [Not Applicable]<br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  |
|     | (i)  | Index/Formula/other variable:   | [            ]  |

(ii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]):	[ ]
(iii)	Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:	[ ]
(iv)	Determination Date(s):	[ ]
(v)	Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[ ]
(vi)	Interest or Interest Period(s):	[ ]
(vii)	Specified Interest Payment Dates:	[ ]
(viii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / other ( <i>give details</i> )]
(ix)	Business Centre(s):	[ ]
(x)	Minimum Rate / Amount of Interest:	[ ] [per cent.] per annum
(xi)	Maximum Rate / Amount of Interest:	[ ] [per cent.] per annum
(xii)	Day Count Fraction:	[ ]
17.	<b>Dual Currency Note Provisions</b>	[Applicable] [Not Applicable]  (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i)	Rate of Exchange/method of calculating Rate of Exchange:	[ ]

- (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the [Agent]): [ ]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [ ]
- (iv) Person to whose option Specified Currency(ies) is/are payable: [ ]

#### PROVISIONS RELATING TO REDEMPTION

18. Notice period for Condition 6: Minimum period: [30] [●] days  
Maximum period: [60] [●] days

19. **Issuer Call Option** [Applicable] [Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [ ] per Calculation Amount
- (iii) Redeemable in part: [Yes] [No]

*(If no, delete the remaining sub-paragraphs of this paragraph)*

- (a) Minimum Redemption Amount: [[ ] per Calculation Amount] [Not Applicable]
- (b) Maximum Redemption Amount: [[ ] per Calculation Amount] [Not Applicable]

- (iv) Notice period: Minimum period: [15] [●] days  
Maximum period: [30] [●] days

*(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, between Caisse centrale and the Agent.)*

20. **Noteholder Put Option**

[Applicable] [Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s): [ ] per Calculation Amount
- (iii) Notice period: Minimum period: [15] [●] days  
Maximum period: [30] [●] days

*(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, between Caisse centrale and the applicable Agent.)*

21. **Final Redemption Amount**

[Par] / [[ ] per Calculation Amount]

In cases where the Final Redemption Amount is Index-Linked or other variable-linked:

- (i) Index/Formula/other variable: [ ]

- |        |  |                          |
|--------|--|--------------------------|
| (ii)   | Party responsible for calculating the Final Redemption Amount (if not the [Agent]):  | [                      ] |
| (iii)  | Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:  | [                      ] |
| (iv)   | Determination Date(s):   | [                      ] |
| (v)    | Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: | [                      ] |
| (vi)   | Payment Date:  | [                      ] |
| (vii)  | Minimum Final Redemption Amount:   | [                      ] |
| (viii) | Maximum Final Redemption Amount:   | [                      ] |

**22. Early Redemption Amount**

Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [As per Condition 6(e)] [                      ] per Calculation Amount [                      ]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

23. Form of Notes: [Bearer Notes:]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Bearer Notes in the limited circumstances]

- specified in the Permanent Global Note]
- [Permanent Global Note exchangeable for Definitive Bearer Notes in the limited circumstances specified in the Permanent Global Note]
- [other (*specify form of the Notes*)]
24. New Global Note or Classic Global Note form: [New Global Note form] [Classic Global Note form]
25. Payment Business Day Convention: [Following Business Day Convention] [Modified Following Business Day Convention]
26. Additional Financial Centre(s) relating to payment dates: [Not Applicable] [*give details*]  
*(Note that this item relates to the date and place of payment, and not interest period end dates, to which item 14(v) relates)*
27. Calculation Agent for purpose of Condition 7(i) (if other than the relevant Fiscal Agent): [[ ] shall be the Calculation Agent] [Not Applicable]
28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable] [ ]
29. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable] [ ]
30. Other terms and conditions [Not Applicable] [*Insert new terms and conditions or amend or replace Terms and Conditions in the applicable Base Prospectus*]

### [THIRD PARTY INFORMATION]

[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

**RESPONSIBILITY**

Caisse centrale accepts responsibility for the information contained in the Base Prospectus and this Pricing Supplement.

Signed on behalf of La Caisse centrale Desjardins du Québec:

By: \_\_\_\_\_  
Duly Authorized

## PART B – OTHER INFORMATION\*

### 1. LISTING

(i) Listing/Admission to trading: [ ] [Not Applicable]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(ii) Estimate of total expenses  
related to Admission to trading: [ ] [Not Applicable]

### 2. RATINGS

Ratings: The Notes to be issued [have been] [have not been] [are expected to be] specifically rated:

[S & P Canada: [ ]]

[Moody's Canada: [ ]]

[DBRS: [ ]]

*(The above disclosure should reflect where the issue has been specifically rated, that rating.)*

### [3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer: [ ]]

[(ii)] Estimated net proceeds: [ ]]

[(iii)] Estimated total expenses: [ ]]

### 4. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

---

\* Certain items may not be required to be completed, including items 3 and 4.



- [•] [Save for any fees payable to the [Managers/Dealers] and as described under “Subscription and Sale and Transfer and Selling Restrictions”,] so far as Caisse centrale is aware, no person involved in the offer of the Notes has an interest material to the offer.]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a Drawdown Prospectus in relation to the Tranche of Notes to be issued or, more generally, a Supplement to the Base Prospectus.)]*

## 5. **[Fixed Rate Notes only – YIELD**

Indication of yield: [ ]

## 6. **OPERATIONAL INFORMATION**

- (i) ISIN: [ ]
- (ii) Common Code: [ ]
- (iii) CUSIP: [ ]
- (iv) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable] *[give name(s) and number(s)]*
- (v) Names and addresses of additional Paying Agent(s) (if any) and if applicable a statement that it or they should be sole Paying Agent(s) for the Series: [Not Applicable] *[give name(s) and address(es)]*
- (vi) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries (“**ICSDs**”) as Common Safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as Common Safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 7. DISTRIBUTION

- |        |   |  |
|--------|---|--|
| (i)    | Method of distribution:                     | [Syndicated] [Non-Syndicated]  |
| (ii)   | If syndicated, names of Managers:           | [Not Applicable] [ <i>Specify names</i> ]  |
| (iii)  | Date of Subscription Agreement:             | [Not Applicable] [ <i>Specify date</i> ]   |
| (iv)   | Stabilising Manager(s) (if any):            | [Not Applicable] [ <i>Specify names</i> ]  |
| (v)    | If non-syndicated, name of relevant Dealer: | [ <i>Specify name</i> ]  |
| (vi)   | U.S. Selling Restrictions:                  | [Regulation S, Compliance Category 2]; [TEFRA C Rules apply] [TEFRA D Rules apply] [Excluded Transfer] |
| (vii)  | [Canadian Selling Restrictions:             | [Canadian Sales permitted] [Canadian Sales not permitted]  |
| (viii) | Additional or amended Selling Restrictions: | [Not Applicable] [ <i>Give details</i> ]   |
| (ix)   | Additional tax disclosure:                  | [Not Applicable] [ <i>Give details</i> ]   |

## TERMS AND CONDITIONS OF THE REGISTERED NOTES

*The following are the Terms and Conditions of the Registered Notes (each a “**Condition**”) which, as completed by the provisions of Part A of the applicable Final Terms or, in the case of Exempt Notes, as completed, supplemented, amended and/or replaced by the provisions of the applicable Pricing Supplement, and, if required, simplified by deletion of non applicable provisions, will be attached to, endorsed on or incorporated by reference into each global Note and definitive Note. The applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement (or in either case the relevant provisions thereof) will be endorsed on, or attached to, each global Registered Note and each definitive Note. All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the applicable Final Terms or, as the case may be, the Pricing Supplement.*

*The Terms and Conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Terms and Conditions as supplemented, amended and/or replaced to the extent described in such Drawdown Prospectus and, in such circumstances, as endorsed on, or attached to, or incorporated by reference into the relevant global Notes.*

This Note is one of a Series of Notes issued by La Caisse centrale Desjardins du Québec (“**Caisse centrale**” or the “**Issuer**”). References herein to the “**Notes**” shall mean with respect to the Notes of this Series (as defined herein) (i) in relation to any Notes represented by a global Note (a “**Global Note**”), units of the lowest Specified Denomination in the Specified Currency; (ii) any definitive Notes in registered form (“**Definitive Registered Notes**”) whether or not issued in exchange for a Global Note issued in registered form (a “**Global Registered Note**”); (iii) any Global Registered Note issued subject to, and with the benefit of, an Amended and Restated Fiscal Agency Agreement dated as of 1 April 2016 (as further amended or supplemented from time to time in accordance with the terms thereof; the “**Registered Notes Agency Agreement**”) made between the Issuer, La Caisse centrale Desjardins du Québec, U.S. Branch, The Bank of New York Mellon, London Branch, as fiscal agent (the “**Registered Fiscal Agent**”, which expression shall include any successor appointed in accordance with the Registered Notes Agency Agreement), as transfer agent (the “**Transfer Agent**”) and as European Paying Agent (the “**European Paying Agent**”), The Bank of New York (Luxembourg) S.A. as European Registrar (the “**European Registrar**”), The Bank Of New York Mellon as U.S. registrar (the “**U.S. Registrar**” and, together with the European Registrar, the “**Registrars**” and each individually, a “**Registrar**”), as U.S. Exchange Agent (the “**U.S. Exchange Agent**”) and as U.S. paying agent (the “**U.S. Paying Agent**” and, together with the European Paying Agent, the “**Registered Notes Paying Agents**”, which expressions shall each include any successor appointed in accordance with the Registered Notes Agency Agreement. In addition to Registered Notes issuable under these Terms and Conditions for Registered Notes (the “**Terms and Conditions**”), the Issuer may also issue Notes in bearer form under an Amended and Restated Agency Agreement as of 1 April 2016 (as further amended or supplemented from time to time in accordance with the terms hereof, the “**Bearer Note Agency Agreement**”) made between the Issuer, The Bank of New York Mellon, London Branch, as issuing and principal paying agent (the “**Bearer Fiscal Agent**”, which expression shall include any successor appointed in accordance with the Bearer Notes Agency Agreement) and the other paying agents named therein (the “**Bearer Notes Paying Agents**”, which expression shall include the Bearer Fiscal Agent) and together with the Registered Note Paying Agents, the “**Paying Agents**” and each individually, a “**Paying Agent**”), which expressions shall each include any successor appointed in accordance with the Registered Notes Agency Agreement.

The term “**Agency Agreement**” when used herein shall mean the Registered Notes Agency Agreement. The term “**Fiscal Agent**” when used herein means the Registered Fiscal Agent. As used herein, “**Series**” means all Notes which are issued in the same form, denominated in the same currency and which have the same “**Maturity Date**”, being a date on which Notes, other than Notes bearing interest on a floating rate basis (“**Floating Rate Notes**”), will be redeemed (unless previously redeemed or purchased and cancelled), or in the case of Floating Rate Notes, the month and year in which the Notes will be redeemed (unless previously redeemed or purchased and cancelled), as the case may be, interest and/or payment basis (“**Interest/Payment Basis**”) and interest payment dates (if any) (all as indicated in the applicable Final Terms or, in the case of the Exempt Notes, the Pricing Supplement) and the terms of which (save for the date on which the Notes will be issued (“**Issue Date**”), the date from which the Notes, if interest-bearing, bear interest (“**Interest Commencement Date**”), the amount and date of the first payment of interest thereon and/or the price at which the Notes will be issued (“**Issue Price**”) are otherwise identical; and the expressions “**Notes of the relevant Series**” and “**holders of Notes of the relevant Series**” and related expressions shall be construed accordingly. As used herein, “**Tranche**” means all Notes of the same Series with the same Issue Date, the terms of which are identical in all respects save that a Tranche may comprise Notes of more than one denomination. The Issuer may create and issue additional Tranches in accordance with Condition 16.

The final terms and conditions (or the relevant provisions thereof) applicable to this Tranche of Notes are set forth in Part A of the Final Terms attached to or endorsed on the Note which completes these Terms and Conditions or, if the Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Directive 2003/71/EC, as amended (an “**Exempt Note**”), the final terms (or the relevant provisions thereof) are set out in the Pricing Supplement attached to or endorsed herein which supplement these Terms and Conditions and which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replaced or modifies the Terms and Conditions for the purposes of this Note. References to the “applicable Final Terms” are to Part A the Final Terms (or the relevant provisions thereof) attached to, endorsed on or incorporated by reference into the Note. References to the “applicable Pricing Supplement” are, unless otherwise stated, to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on the Note and any references in these Terms and Conditions to “applicable Final Terms” shall be deemed to include a reference to the “applicable Pricing Supplement” in the case of a Tranche of Exempt Notes.

The holders of the Notes (the “**Noteholders**”, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided in Condition 1) are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms, which are binding on them.

A copy of the Agency Agreement (which contains the form of Final Terms) is available for inspection during normal business hours and upon reasonable notice at the principal office of the Fiscal Agent in New York and London, England. A copy of the Agency Agreement is available for collection without charge from the registered office of Caisse centrale in Montréal, Québec, Canada. Copies of the applicable Final Terms can be viewed on the website of the Irish Stock Exchange and at the registered offices of the Issuer or the specified offices of the European Paying Agent, save that Pricing Supplements may only be viewed by a Noteholder on production of evidence satisfactory to the Issuer and the Fiscal Agent as to its holding of such Notes and identity. If the Notes are to be admitted to trading on the

regulated market of the Irish Stock Exchange, the Final Terms can be viewed on the website of the Irish Stock Exchange. If a Note is not so listed but it is not an Exempt Note, the Final Terms can be viewed on the website of the Central Bank of Ireland (<http://www.centralbank.ie>) as the competent authority of the home member state for such Notes.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

In these Terms and Conditions, “**Euro**” means the currency of the Member States of the European Union that have adopted the Single Currency in accordance with the Treaty on the Functioning of the European Union, as amended.

### **1. Form, Denomination and Title**

The Notes of this Series are issuable in registered form (“**Registered Notes**”) in the Specified Currency and the Specified Denominations and, in the case of definitive Notes, serially numbered, save that the minimum denomination of each Note other than an Exempt Note will be at least €100,000 (or, if the Notes are denominated in any currency other than euro, the equivalent amount in such currency) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Specified Currency. None of the Specified Denominations will be exchangeable for any other Specified Denominations.

Unless otherwise stated in the applicable Pricing Supplement in the case of Exempt Notes only, the minimum Specified Denomination for (i) Registered Notes offered under Rule 144A (as defined below) only shall be not less than US\$200,000 (or its equivalent in any other currency at the date of issue of the Notes) and (ii) Registered Notes offered under Rule 144A and Regulation S (as defined below) shall be not less than US\$200,000 (or an amount in a Specified Currency that is not U.S. dollars, which is not less than €100,000 or the equivalent thereof at the date of issue of the Notes).

So long as the Notes are represented by a Global Note and the relevant clearing system(s) so permit, if Specified Denominations are expressed as such, the Notes shall be tradeable only in nominal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) specified in the applicable Final Terms and (unless otherwise specified in the applicable Final Terms) higher integral multiples of at least 1,000 in the relevant currency as specified in the relevant Final Terms (the “**Integral Amount**”).

Unless this is an Exempt Note, this Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or any appropriate combination thereof, depending upon the Interest/Payment Basis specified in the applicable Final Terms.

If this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Note, a Dual Currency Interest Note or any other type of Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

If this Note is an Exempt Note, this Note may also be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Subject as set out below, title to Registered Notes will pass by due endorsement in the relevant register. Caisse centrale shall procure that the Fiscal Agent keep a register or registers in which shall be entered the names and addresses of the Holders of Registered Notes and particulars of the Registered Notes held by them. Such registration shall be noted on the Registered Notes by the Fiscal Agent. Except as required by applicable law or regulatory requirement, Caisse centrale, the Fiscal Agent and any Paying Agent may deem and treat the registered holder or holders of Registered Notes in the relevant Register as the absolute owner or owners thereof for all purposes whatsoever notwithstanding any notice to the contrary.

Any reference herein to **“Noteholders”**, **“holder of Notes”** and related expressions means the several persons who are for the time being holders of outstanding Registered Notes (being, the registered owners thereof as reflected in the relevant registers), except that for so long as any of the Registered Notes are represented by a Global Note, each person who is for the time being shown in the records of The Depository Trust Company (**“DTC”**) and/or Euroclear Bank SA/NV (**“Euroclear”**) and/or Clearstream Banking S.A. (**“Clearstream, Luxembourg”**) as the holder of a particular principal amount of such Registered Notes (a **“Relevant Account Holder”**) (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Clearstream, Luxembourg) (in which regard any certificate or other document issued by DTC and/or Euroclear and Clearstream, Luxembourg as to the principal amount of such Registered Notes standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by Caisse centrale, the Fiscal Agent and any Paying Agent as a holder of such principal amount of such Registered Notes for all purposes other than for the payment of principal, premium (if any) and interest on such Securities, the right to which shall be vested, as against Caisse centrale and the Fiscal Agent, solely in the person in whose name the Global Registered Note is registered. Similar rights as those made available to Relevant Account Holders in the preceding sentences may be made available to Relevant Account Holders in other relevant clearing systems as more fully provided in the Final Terms.

References to Euroclear, Clearstream, Luxembourg or DTC shall, whenever the context so permits, except in relation to Registered Notes held under the New Safekeeping Structure for registered global securities, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms as may otherwise be approved by Caisse centrale and the Fiscal Agent.

## **2. Transfer of Registered Notes**

A Registered Note may, upon the terms and subject to the terms and conditions set forth in the Agency Agreement and as required by law, be transferred in whole or in part only (provided that such part is a Specified Denomination specified in the Final Terms) upon the surrender of the Registered Note to be transferred, together with a form of transfer duly completed and executed, at the specified office of the Fiscal Agent. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.

Each new Registered Note to be issued upon the registration of the transfer of a Registered Note will, within three Relevant Banking Days of the transfer date be available for collection by each relevant Holder at the specified office of the Fiscal Agent or, at the option of the Holder requesting such transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer received by the Fiscal Agent after the applicable Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Fiscal Agent until the day following the due date for such payment.

Transfers of beneficial interests in Rule 144A Global Notes (as defined herein) and Regulation S Global Notes (as defined herein) will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. The laws of some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Global Registered Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Global Registered Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. A beneficial interest in a Global Registered Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Definitive Registered Notes or for a beneficial interest in another Global Registered Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Global Registered Note registered in the name of a nominee for DTC shall be limited to transfers of such Global Registered Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee.

Subject as otherwise provided in this Condition 2, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part in the authorized denominations set out in the applicable Final Terms. In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Fiscal Agent or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their, attorney or attorneys duly authorized in writing, and (ii) complete and deposit such other certifications as may be required by the Fiscal Agent or, as the case may be, the relevant Transfer Agent, and (b) the Fiscal Agent or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer and the Fiscal Agent may from time to time prescribe (the initial such regulations being set out in the Agency Agreement).

Subject as provided above, the Fiscal Agent or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Fiscal Agent or, as the case may be, the relevant Transfer Agent is

located) of the request (or such longer period as may be required to comply with, any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Definitive Registered Note of a like aggregate nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred.

In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will (in addition to the new Definitive Registered Note in respect of the nominal amount transferred) be so authenticated and delivered or (at the risk of the transferor) so sent by uninsured mail to the address specified by the transferor.

For the purposes of these Terms and Conditions:

- (a) “**Distribution Compliance Period**” means the period that ends 40 days after the completion of the distribution of the relevant Tranche of Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);
- (b) “**QIB**” means a “qualified institutional buyer” within the meaning of Rule 144A;
- (c) “**Registered Notes**” means Registered Notes (whether in definitive form or represented by a Global Registered Note and whether a Regulation S Global Note or a Rule 144A Global Note);
- (d) “**Regulation S**” means Regulation S under the Securities Act;
- (e) “**Regulation S Global Note**” means a Global Registered Note representing Registered Notes sold outside the United States and to or for the account of non-U.S. persons (within the meaning of Regulation S) in reliance on Regulation S;
- (f) “**Relevant Banking Day**” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Fiscal Agent is located;
- (g) “**Rule 144A**” means Rule 144A under the Securities Act;
- (h) “**Rule 144A Global Note**” means a Global Registered Note representing Registered Notes sold in the United States to QIBs in reliance on Rule 144A;
- (i) “**Securities Act**” means the U.S. Securities Act of 1933, as amended; and
- (j) “**transfer date**” shall be the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer.

The issue of new Registered Notes on transfer will be effected without charge by or on behalf of Caisse centrale or the Fiscal Agent, but upon payment by the applicant of (or the giving by the applicant



of such indemnity as Caisse centrale or the Fiscal Agent may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

In the event of a partial redemption of Notes under Condition 6, Caisse centrale shall not be required to register the transfer of any Registered Note, or part of a Registered Note called for partial redemption.

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person, in either case, who will hold their interest through a Rule 144A Global Note, will only be made:

- (a) upon receipt by the Fiscal Agent of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a “**Transfer Certificate**”), copies of which are available from the specified office of the Fiscal Agent or any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by Caisse centrale of such satisfactory evidence as Caisse centrale may reasonably require, which may include an opinion of United States counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In the case of (a) above, such transferee may take delivery through a Rule 144A Registered Note in global or definitive form. Prior to the end of the applicable Distribution Compliance Period, beneficial interests in Regulation S Notes registered in the name of a nominee for DTC may only be held through the accounts of Euroclear and Clearstream, Luxembourg. After expiry of the applicable Distribution Compliance Period: (A) beneficial interests in Regulation S Global Notes registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC or indirectly through a participant in DTC; and (B) such certification requirements will no longer apply to such transfers.

Transfers of Rule 144A Registered Notes or beneficial interests therein may be made:

- (a) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registered Fiscal Agent of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the case of a Regulation S Global Note registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (b) to a transferee who takes delivery of such interest through a Rule 144A Global Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or

- (c) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by Caisse centrale of such satisfactory evidence as Caisse centrale may reasonably require, which may include an opinion of United States counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Registered Notes, or upon specific request for removal of the legend therein, the Fiscal Agent shall deliver only Registered Notes or refuse to remove the Legend therein, as the case may be, unless there is delivered to Caisse centrale such satisfactory evidence as may reasonably be required by Caisse centrale, which may include an opinion of United States counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Neither transferors nor transferees may require transfers to be registered (i) on the business day prior to the due date for any payment of principal or interest in respect of the Global Notes and (ii) during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Definitive Registered Notes.

### **3. Definitive Notes**

Beneficial interests in a Global Registered Note will be exchangeable (free of charge) by the Issuer in whole (but not in part) at the option of the registered Holders thereof for security-printed Definitive Registered Notes only if such exchange is permitted by applicable law and (i) in the case of a DTC Global Note, DTC notifies the Issuer that it is unwilling or unable to continue as depository for the DTC Global Note or DTC ceases to be a clearing agency registered under the Exchange Act, if so required by applicable law or regulation, and, in either case, a successor depository is not appointed by the Issuer within 90 days after receiving such notice or becoming aware that DTC is no longer so registered, (ii) in the case of any other Global Registered Note, if the clearing system(s) through which it is cleared and settled is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to cease business permanently or does in fact do so and a successor or successors is or are not appointed by the Issuer within 90 days from the commencement of such closure, announcement or cessation of business, or (iii) upon an Event of Default as described in Condition 9.

### **4. Status of Notes**

The Notes are Senior Notes and constitute direct, unsecured and unsubordinated obligations of Caisse centrale and rank *pari passu* and *pro rata* with all unsecured and unsubordinated deposits, borrowings and obligations of Caisse centrale. In the event of the insolvency or winding-up of Caisse centrale, the Notes will rank equally in right of payment with all deposit liabilities and other unsecured and unsubordinated liabilities of Caisse centrale, except as may be provided by law.

At the date hereof, all liabilities for borrowed money of Caisse centrale are unsecured.

The Notes are not insured by the U.S. Federal Deposit Insurance Corporation, under the *Deposit Insurance Act* (Québec) or the *Canada Deposit Insurance Corporation Act* (Canada) or by any governmental agency and are not guaranteed by the Federation or any member of the Desjardins Group (as described in the Base Prospectus referred to in the applicable Final Terms).

## 5. Interest

### (a) Fixed Rate Note Provisions

*This Condition 5(a) applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5(a) for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount (if applicable), any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.*

Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest specified in the applicable Final Terms payable in arrear on the Interest Payment Date(s) in each year up to and including the Maturity Date so specified if that does not fall on an Interest Payment Date. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the initial Broken Amount specified in the applicable Final Terms. If the Maturity Date is not an Interest Payment Date, interest from and including the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to but excluding the Maturity Date will amount to the final Broken Amount specified in the applicable Final Terms.

Interest will be paid, in respect of Fixed Rate Notes, subject to and in accordance with the provisions of Condition 7.

If the Fixed Rate Notes are in definitive form, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on and including such date will, where an applicable Fixed Coupon Amount and, if applicable, Broken Amount are specified in the applicable Final Terms, amount to such Fixed Coupon Amount and, if applicable Broken Amount.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount and, if applicable, Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

1. in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

2. in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified

Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

For the purposes of these Conditions:

**“Day Count Fraction”** means in respect of the calculation of an amount of interest in accordance with this Condition 5(a) for any period of time (from and including the first day of such period to but excluding the last) (which may be for a Fixed Interest Period or, if applicable, the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date) (the **“Calculation Period”**):

(A) if **“Actual/Actual (ICMA)”** is specified in the applicable Final Terms:

- (a) in the case of Notes where the number of days in the Calculation Period is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
- (b) in the case of Notes where the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of:
  - (1) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
  - (2) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

(B) if **“30/360”** is specified in the applicable Final Terms, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date (such number of days being calculated on the basis of a 360-day year consisting of 12 months of 30 days) divided by 360;

(C) if **“Actual/360”** is specified in the applicable Final Terms, the actual number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by 360; and

(D) if **“Actual/365 (Fixed)”** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

**“Determination Date”** means the date specified in the applicable Final Terms or, if none is specified, it means the Interest Payment Date;

**“Determination Period”** means the period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

**“Fixed Interest Period”** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date; and

**“sub-unit”** means with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

*(b) Floating Rate Note Provisions*

*This Condition 5(b) applies to Floating Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 5(b) for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Final Terms will identify, as applicable, any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the applicable Business Day definition, the Business Day Convention, any Additional Business Centers, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Fiscal Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify, amongst other items, the applicable Reference Rate, Interest Determination Date(s), Reference Banks, Initial Interest Rate, Interest Reset Date(s), Interest Reset Period, Relevant Financial Centre and Relevant Screen Page.*

*(i) Interest Payment Dates*

Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate equal to the Rate of Interest and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an **“Interest Payment Date”**) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each, an **“Interest Payment Date”**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest shall be payable in respect of each Interest Period. In these Conditions, “**Interest Period**” means the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next following Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (5) “No Adjustment”, such Interest Payment Date shall not be adjusted in accordance with any Business Day Convention.

In this Condition 5, “**Business Day**” means, unless specified otherwise in the applicable Final Terms, a day that meets all the following applicable requirements:

- (aa) for all Notes, a Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in The City of New York or Toronto generally are authorized or obligated by law, regulation or executive order to close;
- (bb) if the Note has LIBOR specified to be the applicable Reference Rate, also a London business day;
- (cc) if the Note has a Specified Currency other than US dollars or euros, is also a day on which banking institutions in the Principal Financial Center of the country

issuing such Specified Currency are not authorized or obligated by law, regulation or executive order to close; and

- (dd) if the Note has EURIBOR specified to be the applicable Reference Rate or has a Specified Currency of euros, or has LIBOR specified to be the applicable Rate of Interest and for which the Designated LIBOR Currency is euros, also a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereof ("**TARGET**") is open (a "**TARGET Business Day**").

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in one of the manners set out below and specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus the Margin (if any, as indicated in the applicable Final Terms). For the purposes of this Condition 5(b)(iii), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Notes, published by the International Swaps and Derivatives Association, Inc. (the "**ISDA Definitions**") and under which:

- (1) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the applicable Final Terms;
- (2) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date (as defined in the ISDA Definitions) is either:
  - (A) if the relevant Floating Rate Option is based on LIBOR or EURIBOR, the first day of the Interest Period; or
  - (B) in any other case, the day as specified in the applicable Final Terms.

The ISDA Definitions contain provisions for determining the applicable Floating Rate (as defined below) in the event that the specified Floating Date is not available and such provisions shall apply to Floating Rate Notes as if incorporated in these Conditions.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

When this sub-paragraph (A) applies, in respect of each relevant Interest Period the Calculation Agent will be deemed to have discharged its obligations under Condition 5(b)(iv) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this sub-paragraph (A).

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the applicable Final Terms shall also specify a Reference Rate, and the Calculation Agent shall determine the Rate of Interest in respect of any Interest Period as either (1) the rate (if there is only one quotation on the Relevant Screen Page); or (2) the arithmetic the arithmetic mean (rounded upwards, if necessary, to the nearest 1/16 per cent.) of the offered rates (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the specified time on the relevant Interest Determination Date (as defined herein) in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, and in the manner provided in the following provisions:

(1) *CD Rate*

If “CD Rate” is specified in the applicable Final Terms, this Note will bear interest at the interest rate (calculated with reference to the applicable CD Rate and the Margin, if any) as specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

“**CD Rate**” means, with respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to the CD Rate, which date will be the second Business Day before the applicable Interest Reset Date (each such date a “**CD Rate Interest Determination Date**”), the rate on such date for negotiable US dollar certificates of deposit having the Index Maturity specified in the applicable Final Terms as published on the source specified in the applicable Final Terms or, if not so published by 3:00 P.M., New York City time, on the related CD Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), the rate on such CD Rate Interest Determination Date for negotiable US dollar certificates of deposit of the Index Maturity specified in the applicable Final Terms as published on the source specified in the applicable Final Terms, or such other recognized electronic source used for the purpose of displaying such rate, under the heading specified in the applicable Final Terms. If such rate is not yet published on the source specified in the applicable Final Terms or another recognized electronic source by 3:00 P.M., New York City time, on the related CD Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from one of those sources at that time), then the CD Rate on



such CD Rate Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the secondary market offered rates as of 10:00 A.M., New York City time, on such CD Rate Interest Determination Date, of three leading non-bank dealers in negotiable US dollar certificates of deposit in New York City (which may include the Dealers or their affiliates) selected by the Calculation Agent for negotiable US dollar certificates of deposit of major United States money center banks with a remaining maturity closest to the Index Maturity specified in the applicable Final Terms in an amount that is representative for a single transaction in that market at that time; provided, however, that if fewer than the three dealers so selected by the Calculation Agent are quoting as mentioned in this sentence, the CD Rate determined as of such CD Rate Interest Determination Date will be the CD Rate in effect on such CD Rate Interest Determination Date for the prior Interest Period.

(2) *CMT Rate*

If “CMT Rate” is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to the applicable CMT Rate and the applicable Margin, if any) as specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

“**CMT Rate**” means, with respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to the CMT Rate, which date will be the second Business Day before the applicable Interest Reset Date (each such date a “**CMT Rate Interest Determination Date**”), any of the following rates displayed on the Designated CMT Reuters Page (as defined below) under the caption “... Treasury Constant Maturities ... Federal Reserve Board Release H.15... Mondays Approximately 3:45 p.m.,” under the column for the Designated CMT Maturity Index (as defined below) for:

- (i) if the Designated CMT Reuters Page specified in the applicable Final Terms is “Reuters Page FRBCMT” (or any other page as may replace such page on such service) (“**Reuters Page FRBCMT**”), the rate for the relevant CMT Rate Interest Determination Date; or
- (ii) if the Designated CMT Reuters Page specified in the applicable Final Terms is the “Reuters Page FEDCMT” (or any other page as may replace such page on such service) (“**Reuters Page FEDCMT**”), the weekly or monthly average, for the week that ends immediately before the week in which the relevant CMT Rate Interest Determination Date falls, or for the month that ends immediately before the month in which the relevant CMT Rate Interest Determination Date falls, as applicable.

If the CMT Rate cannot be determined in the manner above, the following procedures will apply:

- (a) if the applicable rate referred to above is not displayed on the relevant CMT Reuters Page by 3:00 P.M. New York City time on the applicable CMT Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at the time), the CMT Rate will be the percentage equal to the yield for United States Treasury securities at “constant maturity” having the particular Designated CMT Maturity Index and for such CMT Rate Interest Determination Date as published in H.15(519) opposite the caption “Treasury Constant Maturities”, or
- (b) if the rate referred to in clause (a) does not so appear in H.15(519) by 3:00 P.M. New York City time on the applicable CMT Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at the time), the CMT Rate will be the rate for the period of the particular Designated CMT Maturity Index as may then be published by either the Federal Reserve System Board of Governors or the United States Department of the Treasury that the Calculation Agent determines to be comparable to the applicable rate formerly displayed on the Designated CMT Reuters Page and published in H.15(519), or
- (c) if the rate referred to in clause (b) is not so published by 3:00 P.M. New York City time on the applicable CMT Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at the time), the CMT Rate will be the rate on such CMT Rate Interest Determination Date calculated by the Calculation Agent as a yield-to-maturity based on the arithmetic mean of the secondary market bid prices at approximately 3:30 P.M., New York City time, on such CMT Rate Interest Determination Date of three primary United States government securities dealers in The City of New York (which may include the Dealers or their affiliates) (each, a “**Reference Dealer**”), selected by the Calculation Agent from five Reference Dealers selected by the Calculation Agent and eliminating the highest quotation, or, in the event of equality, one of the highest, and the lowest quotation or, in the event of equality, one of the lowest, for the most recently issued Treasury Notes (as defined below) with an original maturity of approximately the particular Designated CMT Maturity Index, a remaining term to maturity no more than one year shorter than that Designated CMT Maturity

Index and in a principal amount that is representative for a single transaction in such securities in that market at that time, or

- (d) if fewer than three prices referred to in clause (c) are provided as requested, the CMT Rate will be the rate on the particular CMT Rate Interest Determination Date calculated by the Calculation Agent as a yield to maturity based on the arithmetic mean of the secondary market bid prices as of approximately 3:30 P.M., New York City time, on that CMT Rate Interest Determination Date of three Reference Dealers selected by the Calculation Agent from five Reference Dealers selected by the Calculation Agent and eliminating the highest quotation or, in the event of equality, one of the highest and the lowest quotation or, in the event of equality, one of the lowest, for Treasury Notes (as defined below) with an original maturity greater than the particular Designated CMT Maturity Index, a remaining term to maturity closest to that Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in such securities in that market at that time and if two such United States Treasury Notes with an original maturity greater than the Designated CMT Maturity Index have remaining terms to maturity equally close to such Designated CMT Maturity Index, the quotes for the Treasury Note with the shorter remaining term to maturity will be used, or
- (e) if fewer than five but more than two prices referred to in clause (d) are provided as requested, the CMT Rate will be the rate on the particular CMT Rate Interest Determination Date calculated by the Calculation Agent based on the arithmetic mean of the bid prices obtained and neither the highest nor the lowest of the quotations will be eliminated, or
- (f) if fewer than three prices referred to in clause (e) are provided as requested, the CMT Rate will be the CMT Rate in effect on the particular CMT Rate Interest Determination Date.

***“Designated CMT Reuters Page”*** means the display on Reuters, or any successor service, on the page designated in the Final Terms or any other page as may replace that page on that service for the purpose of displaying Treasury Constant Maturities as reported in H.15(519). If no Reuters page is specified in the Final Terms, the Designated CMT Reuters Page will be FEDCMT, for the most recent week. If Reuters Page FEDCMT applies but the applicable Final Terms does not specify whether the weekly or monthly average applies, the weekly average will apply.

**“Designated CMT Maturity Index”** means the original period to maturity of the US Treasury securities (either 1, 2, 3, 5, 7, 10, 20 or 30 years) specified in the Final Terms with respect to which the CMT Rate will be calculated. If no maturity is specified in the Final Terms, the Designated CMT Maturity Index will be two years.

**“H.15(519)”** means the weekly statistical release published by the Board of Governors of the Federal Reserve System and available on their website at [www.federalreserve.gov/releases/h15/update/h15upd.htm](http://www.federalreserve.gov/releases/h15/update/h15upd.htm), or any successor site or publication.

**“Treasury Notes”** are direct, non-callable, fixed rate obligations of the U.S. government.

(3) *Commercial Paper Rate*

If the “Commercial Paper Rate” is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to the applicable Commercial Paper Rate and the Margin, if any) as specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

**“Commercial Paper Rate”** means, with respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to the Commercial Paper Rate, which date will be the second Business Day before the applicable Interest Reset Date (each such date a **“Commercial Paper Rate Interest Determination Date”**), the Money Market Yield (as defined below) on the Commercial Paper Interest Determination Date of the rate for U.S. dollar commercial paper having the Index Maturity specified in the applicable Final Terms as published in H.15(519) (as defined above) opposite the caption “Commercial Paper—Financial” or, if not so published by 3:00 P.M., New York City time, on the related Commercial Paper Interest Determination Date (unless the calculation is made earlier and the rate is available from one of those sources at that time), the Money Market Yield on such Commercial Paper Rate Interest Determination Date for commercial paper having the Index Maturity specified in the applicable Final Terms as published in H.15 Daily Update (as defined below), or such other recognized electronic source used for the purpose of displaying such rate, under the caption “Commercial Paper—Financial”. If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on such Commercial Paper Interest Determination Date (unless the calculation is made earlier and the rate is available from one of those sources at that time), then the Commercial Paper Rate on such Commercial Paper Rate Interest Determination Date will be calculated by the Calculation Agent and will be the Money Market Yield of the arithmetic mean of the offered rates at

approximately 11:00 A.M., New York City time, on such Commercial Paper Rate Interest Determination Date of three leading dealers of US dollar commercial paper in New York City (which may include the Dealers or their affiliates) selected by the Calculation Agent for commercial paper having the Index Maturity specified in the applicable Final Terms placed for industrial issuers whose bond rating is “Aa”, or the equivalent, from a nationally recognized statistical rating organization; *provided, however*, that if the dealers so selected by the Calculation Agent are not quoting as mentioned in this sentence, the Commercial Paper Rate determined as of such Commercial Paper Rate Interest Determination Date will be the Commercial Paper Rate in effect on such Commercial Paper Rate Interest Determination Date.

“**H.15 Daily Update**” means the daily update of H.15(519), published by the Board of Governors of the Federal Reserve System and available on their website at [www.federalreserve.gov/releases/h15/update/h15upd.htm](http://www.federalreserve.gov/releases/h15/update/h15upd.htm), or any successor site or publication.

“**Money Market Yield**” means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where “**D**” refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal, and “**M**” refers to the actual number of days in the applicable Interest Reset Period.

(4) **EURIBOR**

If “EURIBOR” is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to EURIBOR and the Margin, if any) as specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

“**EURIBOR**” means the rate determined in accordance with the following provisions:

- (i) With respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to EURIBOR, which date will be the second TARGET Business Day preceding the applicable Interest Reset Date (each such date a “**EURIBOR Interest Determination Date**”), EURIBOR will be the rate for deposits in Euro as sponsored, calculated and published jointly by the European Banking Federation and ACI - The Financial Market

Association, or any company established by the joint sponsors for purposes of compiling and publishing such rate, having the Index Maturity as specified in the applicable Final Terms commencing on the applicable Interest Reset Date, that appears on Reuters on page EURIBOR01 (or any other page as may replace such page on such service) ("**Reuters Page EURIBOR01**") as of 11:00 A.M., Brussels time, on such EURIBOR Interest Determination Date; or if no such rate so appears, EURIBOR on such EURIBOR Interest Determination Date will be determined in accordance with the provisions described in clause (ii) below.

- (ii) With respect to a EURIBOR Interest Determination Date on which no rate appears on the Reuters Page EURIBOR01 as specified in (i) above, the Calculation Agent will request the principal Euro-zone office of each of four major reference banks (which may include the Dealers or their affiliates) in the Euro-zone interbank market, as selected by the Calculation Agent, to provide the Calculation Agent with its offered quotation for deposits in Euro for the period of the Index Maturity specified in the applicable Final Terms commencing on the applicable Interest Reset Date, to prime banks in the Euro-zone interbank market at approximately 11:00 A.M., Brussels time, on such EURIBOR Interest Determination Date and in a principal amount not less than the equivalent of US\$1,000,000 in euros that is representative for a single transaction in Euro in such market at such time. If at least two such quotations are so provided, then EURIBOR on such EURIBOR Interest Determination Date will be the arithmetic mean of such quotations.
- (iii) If fewer than two such quotations are so provided, then EURIBOR on such EURIBOR Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 A.M., Brussels time, on such EURIBOR Interest Determination Date by four major banks (which may include the Dealers or their affiliates) in the Euro-zone selected by the Calculation Agent for loans in Euro to leading Euro-zone banks, having the Index Maturity specified in the applicable Final Terms commencing on that Interest Reset Date and in a principal amount not less than the equivalent of US\$1,000,000 in euros that is representative for a single transaction in Euro in such market at such time.
- (iv) If the banks so selected by the Calculation Agent are not quoting as mentioned in the preceding sentence, EURIBOR determined as of such EURIBOR Interest Determination Date will be EURIBOR in effect on such EURIBOR Interest Determination Date.

**"Euro-zone"** means the region comprising Member States of the European Union that have adopted the single currency in accordance with the relevant treaty of the European Union, as amended.

(5) *Federal Funds Rate*

If “Federal Funds Rate” is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to the applicable Federal Funds Rate and the Margin, if any) as specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

“Federal Funds Rate” means, with respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to the Federal Funds Rate, which date will be the second Business Day before the applicable Interest Reset Date (each such date a “**Federal Funds Rate Interest Determination Date**”),

- (i) if “Federal Funds (Effective) Rate” is the specified Federal Funds Rate in the applicable Final Terms the Federal Funds Rate as of the Federal Funds Rate Interest Determination Date shall be the rate with respect to such date for US dollar federal funds as published in H.15(519) opposite the heading “Federal funds (effective)” and that appears on Reuters on page FEDFUNDS1 (or any other page as may replace such page on such service) (“**Reuters Page FEDFUNDS1**”) under the heading “EFFECT” for the Business Day immediately preceding such Federal Funds Rate Interest Determination Date or, if such rate is not so published by 3:00 P.M., New York City time, on such Federal Funds Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), the rate for the Federal Funds Rate Interest Determination Date for US dollar federal funds as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, opposite the caption “Federal funds (effective)”. If such rate does not appear on Reuters Page FEDFUNDS 1 or is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on such Federal Funds Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), then the Federal Funds Rate with respect to such Federal Funds Rate Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the rates for the last transaction in overnight US dollar federal funds arranged by three leading dealers of US dollar federal funds transactions in New York City (which may include the Dealers or their affiliates) selected by the Calculation Agent prior to 9:00 A.M., New York City time, on that Federal Funds Rate Interest Determination Date; *provided, however*, that if the three dealers so selected by the Calculation Agent are not quoting as mentioned in this sentence, the Federal Funds Rate determined as of such Federal Funds Rate Interest Determination Date will be the Federal

Funds Rate in effect on the immediately preceding Federal Funds Rate Interest Determination Date;

- (ii) if “Federal Funds Target Rate” is the specified Federal Funds Rate in the applicable Final Terms the Federal Funds Rate as of the applicable Federal Funds Rate Interest Determination Date shall be the rate on such date as displayed on the FDTR Index page on Bloomberg. If such rate does not appear on the FDTR Index page on Bloomberg by 3:00 P.M., New York City time, on the Federal Funds Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), the Federal Funds Rate for such Federal Funds Rate Interest Determination Date will be the rate for that day appearing on Reuters on page USFFTARGET= (or any other page as may replace such page on such service) (“**Reuters Page USFFTARGET=**”). If such rate does not appear on the FDTR Index page on Bloomberg or is not displayed on Reuters Page USFFTARGET= by 3:00 P.M., New York City time, on the related Federal Funds Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), then the Federal Funds Rate on such Federal Funds Rate Interest Determination Date shall be calculated by the Calculation Agent and will be the arithmetic mean of the rates for the last transaction in overnight US Dollar federal funds arranged by three leading brokers of US Dollar federal funds transactions in New York City (which may include the Dealers or their affiliates) selected by the Calculation Agent prior to 9:00 A.M., New York City time, on such Federal Funds Rate Interest Determination Date; *provided, however*, that if the brokers so selected by the Calculation Agent are not quoting as mentioned in this sentence, the Federal Funds Rate determined as of such Federal Funds Rate Interest Determination Date will be the Federal Funds Rate in effect on such Federal Funds Rate Interest Determination Date.

(6) **LIBOR**

If “LIBOR” is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to LIBOR and the Margin, if any) specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

“**LIBOR**” means the rate determined in accordance with the following provisions:

- (i) With respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to LIBOR, which date will be the second London business day preceding



the Interest Reset Date, unless the Designated LIBOR Currency is pounds sterling, in which case such date will be the Interest Reset Date (each such date a “**LIBOR Interest Determination Date**”), LIBOR will be the rate for deposits in the Designated LIBOR Currency for a period of the Index Maturity specified in such Final Terms commencing on the applicable Interest Reset Date, that appears on the Designated LIBOR Page (as defined below) as of 11:00 A.M., London time, on such LIBOR Interest Determination Date, or if no such rate so appears, LIBOR on such LIBOR Interest Determination Date will be determined in accordance with the provisions described in clause (ii) below.

- (ii) With respect to a LIBOR Interest Determination Date on which no rate appears on the Designated LIBOR Page as specified in clause (i) above, the Calculation Agent will request the principal London offices of each of four major banks (which may include the Dealers or their affiliates) in the London interbank market, as selected by the Calculation Agent, to provide the Calculation Agent with its offered quotation for deposits in the Designated LIBOR Currency for the period of the Index Maturity specified in the applicable Final Terms commencing on the applicable Interest Reset Date, to prime banks in the London interbank market at approximately 11:00 A.M., London time, on such LIBOR Interest Determination Date and in a principal amount that is representative for a single transaction in the Designated LIBOR Currency in such market at such time. If at least two such quotations are so provided, then LIBOR on such LIBOR Interest Determination Date will be the arithmetic mean of such quotations. If fewer than two such quotations are so provided, then LIBOR on such LIBOR Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 A.M., in the applicable Principal Financial Center, on such LIBOR Interest Determination Date by three major banks (which may include the Dealers or their affiliates) in such Principal Financial Center selected by the Calculation Agent for loans in the Designated LIBOR Currency to leading European banks, having the Index Maturity specified in the applicable Final Terms commencing on the related Interest Reset Date and in a principal amount that is representative for a single transaction in the Designated LIBOR Currency in such market at such time; *provided, however*, that if the banks so selected by the Calculation Agent are not quoting as mentioned in this sentence, LIBOR determined as of such LIBOR Interest Determination Date will be LIBOR in effect on such LIBOR Interest Determination Date.

“**Designated LIBOR Currency**” means the currency specified in the applicable Final Terms as to which LIBOR shall be calculated or, if no such currency is specified in the applicable Final Terms, US dollars.

**“Designated LIBOR Page”** means the display on Reuters (or any successor service) on the “LIBOR01” page (or any other page as may replace such page on such service), as specified in the applicable Final Terms (or any other page as may replace such page on such service or successor service), for the purpose of displaying the London interbank rates of major banks (which may include affiliates of the Dealers) for the Designated LIBOR Currency.

**“London business day”** is any day on which dealings in the Designated LIBOR Currency are transacted or, with respect to any future date, are expected to be transacted in the London interbank market.

**“Principal Financial Center”** means for this sub-paragraph (6) (i) the capital city of the country issuing the Specified Currency, or (ii) the capital city of the country to which the Designated LIBOR Currency, if applicable, relates, except, in each case, that with respect to US Dollars, Australian Dollars, Canadian Dollars, Euro, New Zealand Dollars, South African Rand and Swiss Francs, the “Principal Financial Center” shall be The City of New York, Sydney, Toronto, The City of London (solely in the case of the Designated LIBOR Currency), Wellington, Johannesburg and Zurich, respectively.

(7) **Prime Rate**

If “Prime Rate” is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to the applicable Prime Rate and the Margin, if any) as specified in the applicable Final Terms *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

**“Prime Rate”** means, with respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined with reference to the Prime Rate, which date will be the second Business Day before the applicable Interest Reset Date (each such date a **“Prime Rate Interest Determination Date”**), the rate on such Prime Rate Interest Determination Date as such rate is published in H.15(519) (as defined above) opposite the caption “Bank Prime Loan” or, if not published prior to 3:00 P.M., New York City time, on the related Prime Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), the rate on such Prime Rate Interest Determination Date as published in H.15 Daily Update (as defined above), or such other recognized electronic source used for the purpose of displaying such rate, opposite the caption “Bank Prime Loan”. If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on the related Prime Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), then the Prime Rate shall be the arithmetic mean, as determined by the Calculation Agent, of the rates of interest

publicly announced by each bank that appears on Reuters on page USPRIME1 (or any other page as may replace such page on such service for the purpose of displaying prime rates or base lending rates of major United States banks ("**Reuters Page USPRIME1**")) as such bank's prime rate or base lending rate as of 11:00 A.M., New York City time, on such Prime Rate Interest Determination Date. If fewer than four such rates so appear on Reuters Page USPRIME1 for such Prime Rate Interest Determination Date by 3:00 P.M., New York City time on the related Prime Rate Interest Determination Date, then the Prime Rate shall be the arithmetic mean calculated by the Calculation Agent of the prime rates or base lending rates quoted on the basis of the actual number of days in the year divided by a 360 day year as of the close of business on such Prime Rate Interest Determination Date by three major banks (which may include the Dealers or their affiliates) in New York City selected by the Calculation Agent; *provided, however*, that if the banks so selected by the Calculation Agent are not quoting as mentioned in this sentence, the Prime Rate determined as of such Prime Rate Interest Determination Date will be the Prime Rate in effect on such Prime Rate Interest Determination Date or, if no Prime Rate was in effect on such Prime Rate Interest Determination Date, the rate on such Floating Rate Note for the following Interest Reset Period shall be the Initial Interest Rate.

(8) *Treasury Rate*

If "Treasury Rate" is specified in the applicable Final Terms, this Note will bear interest at the rates (calculated with reference to the applicable Treasury Rate and the Margin, if any) as specified in the applicable Final Terms; *provided, however*, that the interest rate in effect for the period, if any, from the Issue Date or the Coupon Switch Option Date, as applicable, to but excluding the Initial Interest Reset Date will be the Initial Interest Rate.

"**Treasury Rate**" means, with respect to any Interest Determination Date relating to a Floating Rate Note for which the interest rate is determined by reference to the Treasury Rate, which date will be the day of the week in which the Interest Reset Date falls on which Treasury Bills (as defined below) would normally be auctioned (*Treasury Bills are usually sold at auction on the Monday of each week, unless that day is a legal holiday, in which case the auction is usually held on the following Tuesday, except that the auction may be held on the preceding Friday*), *provided that*, if, as the result of a legal holiday, an auction is held on the preceding Friday, that Friday will be the Treasury Interest Determination Date relating to the Interest Reset Date occurring in the next succeeding week, and *provided further, that* if the auction is held on a day that would otherwise be an Interest Reset Date, then the Interest Reset Date will instead be the first business day following the auction date (each such date a "**Treasury Rate Interest Determination Date**"), the rate from the auction held on such Treasury Rate Interest Determination Date (the "**Auction**") of direct obligations of the United States ("**Treasury Bills**") having the Index Maturity specified in the applicable Final Terms under the caption "INVEST RATE" on the display on

Reuters or any successor service on page USAUCTION 10 (or any other page as may replace such page on such service) ("**Reuters Page USAUCTION 10**") or page USAUCTION 11 (or any other page as may replace such page on such service) ("**Reuters Page USAUCTION 11**") or, if not so published by 3:00 P.M., New York City time, on the related Treasury Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), the Bond Equivalent Yield (as defined below) of the auction rate of such Treasury Bills as announced by the US Department of the Treasury. In the event that the auction rate of Treasury Bills having the Index Maturity specified in the applicable Final Terms is not so announced by the US Department of the Treasury, or if no such Auction is held, then the Treasury Rate will be the Bond Equivalent Yield of the rate on such Treasury Rate Interest Determination Date of Treasury Bills having a remaining maturity closest to the Index Maturity specified in the applicable Final Terms, as published in H.15(519) opposite the caption "US government securities/Treasury bills/secondary market" or, if not yet published by 3:00 P.M., New York City time, on the related Treasury Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), the rate on such Treasury Rate Interest Determination Date of such Treasury Bills having a remaining maturity closest to the Index Maturity specified in the applicable Final Terms, as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "US government securities/Treasury bills/secondary market". If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on the related Treasury Rate Interest Determination Date (unless the calculation is made earlier and the rate is available from that source at that time), then the Treasury Rate will be calculated by the Calculation Agent and will be the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on such Treasury Rate Interest Determination Date, of three primary US government securities dealers (which may include the Dealers or their affiliates) selected by the Calculation Agent, for the issue of Treasury Bills with a remaining maturity closest to the Index Maturity specified in the applicable Final Terms, as the case may be; *provided, however*, that if the dealers so selected by the Calculation Agent are not quoting as mentioned in this sentence, the Treasury Rate determined as of such Treasury Rate Interest Determination Date will be the Treasury Rate in effect on such Treasury Rate Interest Determination Date.

**"Bond Equivalent Yield"** means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where “**D**” refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis and expressed as a decimal,

“**N**” refers to 365 or 366, as the case may be, and

“**M**” refers to the actual number of days in the applicable Interest Reset Period.

(C) Minimum and/or Maximum Rate of Interest

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period shall in no event be less than such minimum, and if a Maximum Rate of Interest for any Interest Period is specified in the applicable Final Terms, then the Rate of Interest for such Interest Period shall in no event exceed such maximum. Unless otherwise specified in the applicable Final Terms, the Minimum Rate of Interest shall be zero.

Whether or not a Maximum Rate applies, the interest rate on any Registered Note will in no event be higher than the maximum rate permitted by New York law, as it may be modified by US federal law of general application.

*Under current New York law, the maximum rate of interest with some exceptions, for any loan in an amount less than US\$250,000 is 16% and for any loan in the amount of US\$250,000 or more but less than US\$2,500,000 is 25% per annum on a simple interest basis. These limits do not apply to loans of US\$2,500,000 or more.*

(D) In this Condition unless stated otherwise:

“**Calculation Agent**” means the relevant Fiscal Agent or such other entity specified in the applicable Final Terms as the person responsible for the calculation of the Rate(s) of Interest and the Interest Amount(s) or such other amounts as may be specified in the applicable Final Terms.

“**EURIBOR**” means the Euro-zone inter-bank offered rate.

“**Eurozone**” means the region comprised of Member States of the European economic and monetary union that adopt the euro as the single currency in accordance with the Treaty establishing the European Community, as amended.

“**Initial Interest Reset Date**” is the first Interest Reset Date occurring after the Issue Date or the Coupon Switch Option Date.

“**Interest Reset Date**” refers to each date on which the interest rate payable on this Floating Rate Note resets and such reset rate becomes effective. The applicable rate of interest on the relevant Series of Floating Rate Notes will reset daily, weekly, monthly, quarterly, semi-annually, annually or, in the case of Exempt Notes, at some other interval specified in the applicable Final Terms. Except as otherwise specified in the applicable

Final Terms or except if ISDA Determination is specified in the applicable Final Terms, the Interest Reset Date will be as follows:

- (i) for Floating Rate Notes that reset daily, each Business Day;
- (ii) for Floating Rate Notes that reset weekly and Treasury Rate is not specified to be the applicable Rate of Interest, the Wednesday of each week;
- (iii) for Floating Rate Notes where Treasury Rate is specified to be the applicable Rate of Interest and that reset weekly, the Tuesday of each week, except as otherwise provided for in Condition 5(b)(iii)(F)(8);
- (iv) for Floating Rate Notes that reset monthly, the third Wednesday of each month;
- (v) for Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December of each year;
- (vi) for Floating Rate Notes that reset semi-annually, the third Wednesday of each of two months of each year as specified in the applicable Final Terms; and
- (vii) for Floating Rate Notes that reset annually, the third Wednesday of one month of each year as specified in the applicable Final Terms.

For a Floating Rate Note, the interest rate in effect on any particular day will be the interest rate determined with respect to the latest Interest Reset Date that occurs on or before that day. There are several exceptions, however, to the reset provisions described above.

- (a) The rate of interest in effect from the Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate.
- (b) For Floating Rate Notes that reset daily or weekly, the interest rate in effect for each day following the second business day before an interest payment date to, but excluding, the interest payment date, and for each day following the second business day before the Maturity Date to, but excluding, the Maturity Date, will be the rate of interest in effect on that second business day.

If any Interest Reset Date for a Floating Rate Note would otherwise be a day that is not a Business Day, the Interest Reset Date will be postponed to the next day that is a Business Day.

For a Floating Rate Note where either LIBOR or EURIBOR is specified to be the applicable Rate of Interest, if that Business Day is in the next succeeding calendar month, the Interest Reset Date will be the immediately preceding Business Day.

***“Interest Reset Period”*** means the number of days for which interest is being calculated or the period specified in the applicable Final Terms.

**"LIBOR"** means the London inter-bank offered rate.

**"Reference Rate"** has the meaning attributed to it in the applicable Final Terms.

**"Reuters"** means the display on the Reuters 3000 Xtra Service, or any successor service, on the page or pages specified in this Base Prospectus or the applicable Final Terms, or any replacement page or pages on that service.

(iii) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, as soon as practicable after each time at which the Rate of Interest is to be determined in accordance with these Conditions (or, if appropriate, such other time as is customary in the Principal Financial Centre of the country of the Specified Currency) on each **"Interest Determination Date"**, determine the Rate of Interest (subject to any Minimum or Maximum Rate of Interest specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will calculate the amount of interest (each an **"Interest Amount"**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Notes shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

The determination of the Rate of Interest and calculation of each Interest Amount by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

**"Day Count Fraction"** means, in respect of the calculation of an amount of interest in accordance with Condition 5(b) for any Calculation Period:

- (A) if **"Actual/Actual"** or **"Actual/Actual (ISDA)"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (B) if **"Actual/365 (Fixed)"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

- (C) if “**Actual/365 (Sterling)**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case the last day of the Calculation Period falls in a leap year, 366;
- (D) if “**Actual/360**” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (E) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

(F) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;



“***M*<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“***M*<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“***D*<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case *D*<sub>1</sub> will be 30; and

“***D*<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case *D*<sub>2</sub> will be 30; and

(G) if “**30E/360 (ISDA)**” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“***Y*<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“***Y*<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“***M*<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“***M*<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“***D*<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case *D*<sub>1</sub> will be 30; and

“***D*<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case *D*<sub>2</sub> will be 30.

(iv) Linear Interpolation

Where Linear Interpolation is specified as being applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next

longer than the length of the relevant Interest Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**“Designated Maturity”** means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(v) Notification of Rate of Interest and Interest Amount

The Issuer will cause the Rate of Interest and the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified by the relevant Fiscal Agent (in the case of Floating Rate Notes which are listed on the Official List of the Central Bank of Ireland and admitted to trading on the regulated market of the Irish Stock Exchange plc (the **“Irish Stock Exchange”**)) to the Irish Stock Exchange and, if applicable, to any other stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or admitted to trading, and to be given in accordance with the provisions of Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified by the relevant Fiscal Agent to each stock exchange on which this Note, if it is a Floating Rate Note, is for the time being listed. For the purposes of this subparagraph (v), the expression **“London Business Day”** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Final Terms.

(c) Zero Coupon Notes

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the Amortised Face Amount of such Note as determined in accordance with Condition 6(e)(B). As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield set forth in the relevant Final Terms.

(d) Accrual of Interest

Each Note will cease to bear interest (if any) from the due date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note; and (ii) the day on which the relevant Fiscal Agent has notified the holder thereof (either in accordance with Condition 14 or individually) of receipt of all sums due in respect thereof up to that date. Such interest will accrue at a rate per annum equal to (A) the Fixed Rate, in the case of Fixed Rate Notes; (B) the Amortisation Yield, in the case of Zero Coupon Notes; or (C) the Rate of Interest in the case of Floating Rate Notes.

*(e) Interest Act (Canada) Disclosure*

For the purposes of disclosure pursuant to the *Interest Act* (Canada), where in any Note (i) a rate of interest is to be calculated on the basis of a year of 360 days, the yearly rate of interest to which the 360 day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 360, or (ii) a rate of interest is to be calculated during a leap year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by 366 and divided by 365.

*(f) Coupon Switch Option Provisions*

(i) *Application:* This Condition 5(f) is applicable to the Notes only if the Coupon Switch Option is specified in the applicable Final Terms and each such Note shall bear interest on the following basis.

(ii) The Final Terms shall specify whether the Fixed Rate Note Provisions or, as the case may be, the Floating Rate Note Provisions are applicable to the Notes from (and including) the Issue Date to (but excluding) the Coupon Switch Option Date. Upon the Issuer giving the requisite notice (which, for the purposes of this Condition 5(f) only, shall be five Business Days prior to the Coupon Switch Option Date or such other notice period as may be specified in the Final Terms) to exercise its Coupon Switch Option, from (and including) the Coupon Switch Option Date, interest shall accrue on a different basis from the basis which was applicable prior to such Coupon Switch Option Date. The Final Terms shall specify whether the Fixed Rate Note Provisions or, as the case may be, the Floating Rate Note Provisions are applicable, upon the exercise by the Issuer of the Coupon Switch Option, from (and including) such Coupon Switch Option Date to (but excluding) the Maturity Date.

For the purpose of this Condition 5(f), “**Business Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign currency deposits) in the Principal Financial Centre (as defined in Condition 5(b)(i)) and any Additional Business Centres (other than TARGET) specified in the applicable Final Terms and if TARGET is specified as an Additional Business Centre, a TARGET Business Day.

*(g) Exempt Notes*

The rate or amount of interest in respect of Exempt Notes which are not also Fixed Rate Notes or Floating Rate Notes shall be determined in the manner specified in the applicable Pricing Supplement, provided that where such Notes are Index Linked Interest Notes, the provisions of Condition 5(b) and other related provisions of Condition 5 shall, save to the extent amended in the applicable Pricing Supplement, apply as if the references therein to Floating Rate Notes were references to Index Linked Interest Notes.

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Note and otherwise as specified in the applicable Pricing Supplement.

## 6. Redemption and Purchase

### (a) At Maturity

Unless previously repaid, each Note will be repaid by Caisse centrale at its Final Redemption Amount in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

### (b) Early Redemption for Tax Reasons

If, as a result of any change in the laws or regulations of Canada or any province or territory thereof or any authority or agency therein or thereof having power to tax or in the administration or interpretation of any such laws or regulations, which change becomes effective on or after the latest Issue Date of the Notes of this Series, Caisse centrale would, on the occasion of the next payment due in respect of the Notes of this Series, be required to pay additional amounts as provided in Condition 9, Caisse centrale may, at its option, having given not more than the maximum period nor less than the minimum period of notice specified in the applicable Final Terms to the relevant Fiscal Agent and, in accordance with Condition 14, to the holders of the Notes of this Series (which notice shall be irrevocable), at any time or, if the Notes of this Series are Floating Rate Notes, on any Interest Payment Date redeem all, but not some, of the Notes of this Series, each at its Early Redemption Amount referred to in Condition 6(e), together, if appropriate, with interest accrued to, but excluding, the date of redemption. Upon the expiry of such notice, Caisse centrale shall be bound to redeem the Notes of this Series accordingly.

### (c) Early Redemption at the Option of Caisse centrale (Issuer Call Option)

*This Condition 6(c) applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons), such option being referred to as an “**Issuer Call**”. The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 6(c) for full information on any Issuer Call. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, whether the Notes are redeemable in part and any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.*

If an Issuer Call Option is specified in the applicable Final Terms, Caisse centrale may, having given not more than the maximum period nor less than the minimum period of notice, as specified in the applicable Final Terms, to the relevant Fiscal Agent and, in accordance with Condition 14, the holders of the Notes of this Series (which notice shall be irrevocable), redeem all or, if so specified in the Final Terms, some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) indicated in the applicable Final Terms together, if appropriate, with interest accrued to, but excluding any such Optional Redemption Date(s). In the event of a redemption of some only of such Notes, such redemption must be for an amount not less than the Minimum Redemption Amount or not greater than the Maximum Redemption Amount, as indicated in the applicable Final Terms. In the case of partial redemption of Registered Notes, the Registered Notes shall be redeemed (as far as may be practicable) *pro rata* to their outstanding principal amounts, provided always that the amount redeemed in respect of each Registered Note shall be equivalent to the minimum Specified Denomination or an integral multiple thereof and subject further to compliance with the rules of Euroclear, Clearstream, Luxembourg and/or DTC, such partial redemption to be reflected in the records of Euroclear, Clearstream, Luxembourg and/or DTC as either a pool factor or a reduction in nominal

amount, at their discretion. Notes denominated in sterling may only be redeemed pursuant to this paragraph following one year from the Issue Date.

*(d) Early Redemption at the Option of the Noteholders (Noteholder Put Option)*

*This Condition 6(d) applies to Notes which are subject to redemption prior to the Maturity Date at the option of Noteholders, such option being referred to as a “**Noteholder Put Option**”. The applicable Final Terms contain provisions applicable to any Noteholder Put Option and must be read in conjunction with Condition 6(d) for full information on any Noteholder Put Option. In particular, the Final Terms will identify the Option Redemption Date(s), the Optional Redemption Amount and the applicable notice periods.*

If and to the extent a Noteholder Put Option is specified in the applicable Final Terms, upon the holder of any Note giving to Caisse centrale in accordance with Condition 14 not more than the maximum period nor less than the minimum period of notice as specified in the applicable Final Terms, Caisse centrale will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount indicated in the applicable Final Terms together, if appropriate, with interest accrued to, but excluding such Optional Redemption Date. Registered Notes may be redeemed under this Condition 6(d) in any multiple of their lowest Specified Denomination.

To exercise the right to require redemption of any Note the holder of the relevant Note must, if the relevant Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg and DTC, deliver, at the specified office of relevant Registrar at any time during normal business hours of the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of the Registrar (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2, accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg or DTC, to exercise the right to require redemption of this Note, the holder of this Note must, within the notice period, give notice to the Registrar of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or DTC (as the case may be) (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them or by DTC (as the case may be) to the Registrar by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg or DTC (as the case may be) from time to time and, if this Note is represented by a Global Note the terms of which require presentation for recording changes to its nominal amount, at the same time present or procure the presentation of the relevant Global Note to the Registrar for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this paragraph (d) shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the

notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 10.

*(e) Early Redemption Amounts*

For the purposes of paragraph (b) above and Condition 10, Notes will be redeemed at an amount (the “**Early Redemption Amount**”) calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be greater or less than the Issue Price, at the amount set out in the applicable Final Terms; or
- (iii) in the case of Zero Coupon Notes, at an amount (the “**Amortised Face Amount**”) equal to:
  - (A) the sum of (x) the Reference Price specified in the applicable Final Terms and (y) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
  - (B) if the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6(b) above or upon its becoming due and repayable as provided in Condition 10 is not paid or available for payment when due, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount of such Zero Coupon Note calculated as provided above as though the references in Condition 6(e)(iii)(A) to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date (the “**Reference Date**”) which is the earlier of:
    - (1) the date on which all amounts due in respect of the Note have been paid; and
    - (2) the date on which the full amount of the moneys repayable has been received by the relevant Fiscal Agent and notice to that effect has been given in accordance with Condition 14.

The calculation of the Amortised Face Amount in accordance with this Condition 6(e)(iii)(B) will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Note together with interest at a rate per annum equal to the Accrual Yield. Where any such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day

Count Fraction specified in the applicable Final Terms which will be either (i) 30 / 360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365) or (iv) Actual/Actual (ICMA) (as defined in Condition 4(a) except that the Calculation Period will commence on (and include) the Issue Date of the first Tranche of the Notes and end on (but exclude) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and repayable).

*(f) Purchases*

Subject to any applicable legal or regulatory restrictions, Caisse centrale or any of its subsidiaries may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons appertaining thereto are surrendered therewith) in the open market or by private treaty at any price. If purchases are made by tender, tenders must be available to all holders of Notes of the relevant Series alike.

*(g) Cancellation*

All Notes redeemed or purchased by Caisse centrale as aforesaid will be cancelled forthwith, together with all unmatured Coupons attached thereto or surrendered or purchased therewith, and may not be resold or reissued.

*(h) Specific Redemption provisions applicable to certain types of Exempt Notes*

The Final Redemption Amount, any Optional Redemption Amount and the Early Redemption Amount in respect of Index Linked Redemption Amount Notes and Dual Currency Redemption Notes may be specified in, or determined in the manner specified in, the applicable Pricing Supplement.

Any Note which is repayable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of definitive Notes, all instalments (other than the final instalment) will be paid against surrender of the relevant receipt (which must be presented with the Note to which it appertains) and, in the case of the final instalment, against surrender of the relevant Notes, all as more fully described in Condition 7(g).

Partly-Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 6 and the provisions specified in the applicable Pricing Supplement.

## 7. Payments

### *(a) Payments in respect of Registered Notes*

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender of the Registered Note at the specified office of the Fiscal Agent or any of the Paying Agents. Such payments will be made by electronic transfer to the Designated Account (as defined herein) of the holder (or the first named of joint holders) of the Registered Note appearing in the Register of holders of the Registered Notes maintained by the Fiscal Agent (i) in the case of Definitive Registered Notes, at the close of business on the third Business Day (being for this purpose a day on which banks are open for business in the city where the specified office of the Fiscal Agent is located) before the relevant due date and (ii) in the case of Global Registered Notes, at the close of business on the business day (being for this purpose a day on which Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, are open for business) before the relevant due date. Notwithstanding the previous sentence, if a holder does not have a **“Designated Account”**, payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined herein). For these purposes, **“Designated Account”** means the account (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a **“Designated Bank”** and identified as such in the Register and Designated Bank means (in the case of payment in a Specified Currency other than euro) a bank in the Principal Financial Centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the Business Day in the city where the specified office of the Fiscal Agent is located on the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on (i) in relation to Global Notes, the first business day (being for this purpose a day on which Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, are open for business); and (ii) in relation to Definitive Registered Notes, the close of business on the fifteenth day, (whether or not such fifteenth day is a Business Day), in each case, prior to the relevant due date (such relevant date referred to in (i) or (ii), the **“Record Date”**) at the holder’s address shown in the Register on the Record Date and at the holder’s risk. Upon application of the holder to the specified office of the Fiscal Agent not less than three Business Days in the city where the specified office of the Fiscal Agent is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by electronic transfer on the due date in the manner provided in the preceding paragraph. Any such application for electronic transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Fiscal Agent is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal in respect of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or



expenses shall be charged to such holders by the Fiscal Agent in respect of any payments of principal or interest in respect of the Registered Notes.

All amounts payable to DTC or its nominee, Euroclear or Clearstream, Luxembourg, as applicable, as registered holder of a Global Registered Note will be paid in accordance with the applicable policies in effect from time to time of the depositary or clearing system. Under these policies, the Issuer will pay directly to the depositary, its nominee or the applicable clearing system. All amounts payable to DTC or its nominee in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer of immediately available funds by the Fiscal Agent to an account in the relevant Specified Currency of the U.S. Exchange Agent on behalf of DTC or its nominee for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement. None of Caisse centrale or the Fiscal Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Registered Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

*For a summary of current policies with respect to Foreign Currency Notes, please see "Special Provisions Relating To Foreign Currency Notes – DTC Notes"*

*(b) Payment of Accrued Interest on Redemption*

If the due date for redemption of any Note in definitive form is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

*(c) General Provisions Applicable to All Payments*

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 9 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 9) any law implementing an intergovernmental approach thereto.

References to "**Specified Currency**" include any successor currency under applicable law.

Subject as provided below:

- (i) the holder of the relevant Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and Caisse centrale will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid;
- (ii) each of the persons shown in the records of Euroclear, Clearstream, Luxembourg and/or DTC as the holder of a particular nominal amount of Notes must look solely to Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, for his share of each

payment so made by Caisse centrale to, or to the order of, the holder of the relevant Global Note; and

- (iii) no person other than the holder of the relevant global Note shall have any claim against Caisse centrale in respect of any payments due on that Global Note.

(d) *Payment Business Day*

If the due date for payment of any amount due in respect of any Note is not a Payment Business Day, then the Holder thereof will not be entitled to payment thereof until (i) if the Payment Business Day Convention is specified as Following Business Day Convention in the applicable Final Terms, the next day which is such a day or (ii) if the Payment Business Day Convention is specified as Modified Following Business Day Convention in the applicable Final Terms, the next day which is a Payment Business Day unless it would thereby fall into the next calendar month, in which event the holder shall be entitled to such payment on the immediately preceding Payment Business Day, and from such day and thereafter will be entitled to receive payment by cheque on any local banking day, and will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Payment Business Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5. For these purposes, “**Payment Business Day**” means:

- (i) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in: (A) in the case of Notes in definitive form only, the relevant place of presentation; and (B) any Additional Financial Centre(s) (other than TARGET) specified in the applicable Final Terms and if TARGET is specified as an Additional Financial Centre, a TARGET Business Day; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (which, in the case of Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (B) in relation to any sum payable in euro, a TARGET Business Day.

(e) *Conversion into United States Dollars*

If Caisse centrale is due to make a payment in a currency (the “**original currency**”) other than United States Dollars in respect of any Note or Coupon and the original currency is not available on the foreign exchange markets due to the imposition of exchange controls, the original currency’s replacement or disuse or other circumstances beyond Caisse centrale’s control, Caisse centrale will be entitled to satisfy its obligations in respect of such payment by making payment in United States Dollars on the basis of the spot exchange rate (the “**United States Dollar FX Rate**”) at which the original currency is offered in exchange for United States Dollars in the London foreign exchange market (or, at the option of the Calculation Agent, in the foreign exchange market of any other financial centre which is then open for

business) at noon, London time, two Business Days prior to the date on which payment is due or, if the United States Dollar FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Calculation Agent acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the United States Dollar FX Rate or substitute exchange rate as aforesaid may be such that the resulting United States Dollars amount is zero and in such event no amount of United States Dollars or the original currency will be payable. Any payment made in United States Dollars or non-payment in accordance with this paragraph will not constitute an Event of Default under Condition 10.

For the purposes of this Condition 7(i), “**Calculation Agent**” means any entity specified in the applicable Final Terms or otherwise any entity appointed by the Issuer at the relevant time.

*(f) Interpretation of Principal and Interest*

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable under Condition 9 in respect of principal;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount; and
- (vi) any premium and any other amounts which may be payable under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable under Condition 9 in respect of interest.

*(g) Specific payment provisions relating to certain types of Exempt Notes*

In the case of Notes redeemable in instalments, payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made in the same manner as payment of interest in respect of such Registered Note specified in Condition 7(a). Payment of final instalment of principal will be made in the same manner as payment of the principal in respect of such Registered Note specified in Condition 7(a).

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, in relation to Notes redeemable in instalments, the Instalment Amount.

## 8. Agent and Paying Agents

The names of the Fiscal Agent, the transfer agent and the exchange agent and the other initial Registered Notes Paying Agents (collectively, the “**Agents**”) and their initial specified offices are set out on the Notes. If any additional or other Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms. In acting under the Agency Agreement, the Agents will act solely as agents of Caisse centrale and do not assume any obligations or relationships of agency or trust to or with the Noteholders, except that (without affecting the obligations of Caisse centrale to the Noteholders to repay Notes and pay interest thereon) funds received by the Agent for the payment of principal of or interest on the Notes shall be held by it in trust for the Noteholders and/or Couponholders until the expiration of the relevant period of prescription under Condition 13. Caisse centrale agrees to perform and observe the obligations imposed upon it under the Agency Agreement and to cause the Agents to perform and observe the obligations imposed upon them under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with Caisse centrale and its subsidiaries, if any, without being liable to account to the Noteholders for any resulting profit.

Caisse centrale is entitled to vary or terminate the appointment of any Agent (including the Fiscal Agent) or any other paying agent appointed under the terms of the Agency Agreement and/or appoint additional or other paying agents and/or approve any change in the specified office through which any paying agent acts, provided that:

- (i) so long as the Notes of this Series are listed on any stock exchange or competent authority, there will at all times be a Paying Agent and/or a Transfer Agent with a specified office in each location required by the rules and regulations of the relevant stock exchange (or any other relevant authority);
- (ii) so long as any Notes are outstanding, there will at all times be a Fiscal Agent; and
- (iii) so long as any of the Global Registered Notes payable in a Specified Currency other than U.S. dollars are held through DTC or its nominee, there will at all times be an exchange agent with a specified office in the United States.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Fiscal Agent and the Noteholders in accordance with Condition 14 provided that no such variation, termination, appointment or change shall take effect (except in the case of insolvency in which case, termination should be immediate or in the case of a Paying Agent ceasing to be a Participating FFI in which case termination will be immediate upon notice in writing) within 15 days before or after any Interest Payment Date.

For the purposes of this Condition, “**Participating FFI**” means a “foreign financial institution” that is a “participating foreign financial institution” (as each such term is defined pursuant to sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, and any regulations thereunder or official interpretations thereof) as from the effective date of withholding on “foreign passthru payments” (a term

not yet defined by legislation or regulation). A participating foreign financial institution includes any financial institution that is deemed to be compliant with the provisions of section 1471(b) pursuant to an applicable agreement between the United States and another jurisdiction.

## 9. Taxation

All payments of principal and interest by or on behalf of Caisse centrale in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or charges of whatever nature imposed or levied by or on behalf of the Government of Canada or any province, territory or political division thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or charges are required by law or by the interpretation or administration thereof. In that event, Caisse centrale will, subject to its right of redemption set out in Condition 6(b), pay such additional amounts as may be necessary in order that the net amounts receivable by the Noteholders after such withholding or deduction shall equal the respective amounts of principal or interest which would have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such additional amount shall be payable with respect to any Note:

- (i) to, or to a third party on behalf of, a Noteholder who is liable to such taxes or duties in respect of such Note by reason of that person having some connection with Canada other than the mere holding or use outside Canada, or ownership as a non-resident of Canada, of such Note; or
- (ii) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on or before such thirtieth day; or
- (iii) where such withholding or deduction is imposed under Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), any current or future regulations thereunder or official interpretations thereof), any agreement described in Section 1471(b)(1) of the Code, any intergovernmental agreement entered into between the United States and any other country in connection with the implementation of the foregoing, and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any such intergovernmental agreement; or
- (iv) to, or to a third party on behalf of a Noteholder with whom Caisse centrale is not dealing at arm’s length within the meaning of the *Income Tax Act* (Canada); or
- (v) to, or to a third party on behalf of, a Noteholder who is, or who does not deal at arm’s length with a person who is, a “specified shareholder” (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of Caisse centrale.

As used herein, “**Relevant Date**” means:

- (A) the date on which such payment first becomes due; or

- (B) if the full amount of the moneys payable has not been received by the Fiscal Agent on or prior to such due date, the date on which the full amount of such moneys having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 14.

## 10. Events of Default

If any of the following events ("**Events of Default**") should occur and be continuing, the holder of any Note may, upon written notice of acceleration to both Caisse centrale and the Fiscal Agents (with a copy to the U.S. Registrar), cause such Note to become due and payable as of the date on which the said notice of acceleration is received by both Caisse centrale and the Fiscal Agents (with a copy to the U.S. Registrar), at the Early Redemption Amount thereof (as described in Condition 6(e)), together with accrued interest, unless prior to the receipt of such notice by both Caisse centrale and the Fiscal Agents (with a copy to the U.S. Registrar), Caisse centrale shall have cured or otherwise made good such Event of Default in respect of the relevant Notes:

- (i) failure for 30 days to pay when due any interest on any Note;
- (ii) failure for five days to pay when due the principal of any Note;
- (iii) failure by Caisse centrale to observe any of the other covenants or agreements in the Senior Notes or the Agency Agreement which shall not have been remedied within a period of 30 days after notice thereof has been given in writing to the Issuer by the relevant Fiscal Agent or any holder of any Senior Note; or
- (iv) proceedings under any applicable bankruptcy, reorganisation, composition or insolvency law shall have been initiated against Caisse centrale and such proceedings shall not have been discharged or stayed within a period of 60 days, or Caisse centrale shall itself initiate or consent to any such proceedings or Caisse centrale shall make a conveyance or assignment for the benefit of, or enter into any composition with, its creditors.

## 11. Meetings of and Consents of Noteholders; Modification and Amendment

The Agency Agreement provides that the Registered Notes and the Agency Agreement may be amended by the Issuer and the Fiscal Agent without the consent of the Noteholders with respect to:

- (i) any modification which is in the Issuer's and the relevant Dealer's (as defined in the Agency Agreement) opinion not materially prejudicial to the interests of the Noteholders; or
- (ii) any modification of the Registered Notes or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

The Issuer and the Fiscal Agent may amend the Registered Notes or the Agency Agreement with the written consent of the holders of at least a majority in principal amount of the Registered Notes then

outstanding voting as a single class, subject to the next succeeding paragraph; *provided however* that without the consent of each Noteholder affected thereby, no amendment may:

- (i) reduce the amount of Registered Notes whose holders must consent to an amendment;
- (ii) reduce the rate of or extend the time for payment of interest on any Registered Note;
- (iii) reduce the principal or extend the stated maturity date of any Registered Note;
- (iv) reduce the premium or amount payable upon the redemption of any Registered Note or change the time at which any Registered Note may be redeemed in accordance with its terms;
- (v) make any Registered Note payable in currency other than that stated in such Registered Note;
- (vi) expressly subordinate any Registered Note to any other indebtedness of the Issuer save as permitted in accordance with its terms;
- (vii) impair the right of any Noteholder to receive payment of principal, premium, if any, and interest on such Noteholder's Registered Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Noteholder's Registered Notes; or
- (viii) make any amendment to the events of default as described in Condition 10.

Save as provided below, all outstanding Registered Notes shall vote and consent together on all matters (as to which any of such Registered Notes may vote) as one class and no Series of Registered Notes shall have the right to vote or consent as a separate class on any matter; *provided, however*, that:

- (i) an amendment which in the opinion of the Fiscal Agent affects the Registered Notes of only one Series shall be voted on and consented to solely by the holders of the Registered Notes of that Series;
- (ii) an amendment which in the opinion of the Fiscal Agent affects the Registered Notes of more than one Series but does not give rise to a conflict of interest between the holders of Registered Notes of any of the Series so affected shall be voted on and consented to by the Holders of the Registered Notes of all the Series so affected voting as a single class; and
- (iii) an amendment which in the opinion of the Fiscal Agent affects the Registered Notes of more than one Series and gives or may give rise to a conflict of interest between the holders of the Registered Notes of one Series or group of Series so affected and the holders of the Registered Notes of another Series or group of Series so affected shall be voted on and consented to by the Holders of the Registered Notes of each Series or group of Series so affected voting in separate classes, such that the consent of each such class shall be required before an amendment shall be effected.

A consent to an amendment or a waiver by a Noteholder shall bind the Noteholder and every subsequent holder of that Registered Note or portion of the Registered Note that evidences the same debt as the consenting Noteholder's Note, even if notation of the consent or waiver is not made on the Registered Note.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Noteholders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to the Agency Agreement. If a record date is fixed, then those persons who were Noteholders at such record date (or their duly designated proxies), and only those persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such persons continue to be Noteholders after such record date. No such consent, irrespective of when given, shall be valid or effective for more than 120 days after such record date.

## **12. Replacement of Notes**

Should any Note be mutilated, defaced or destroyed or be lost or stolen, it may be replaced at the specified office of the Fiscal Agent or any Transfer Agent (the "**Replacement Agent**") (or such other place as may be notified to the Noteholders), in accordance with all applicable laws and regulations and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of the expenses incurred by Caisse centrale and the Replacement Agent in connection therewith and on such terms as to evidence, indemnity, security or otherwise as Caisse centrale and the Replacement Agent may require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

## **13. Prescription**

The Notes will become void unless presented for payment within a period of two years from the date on which related payment of principal or interest shall have become due and payable and monies sufficient therefor shall have been duly made available for payment.

## **14. Notices**

Notices to Holders of Definitive Registered Notes will be deemed to be validly given if sent by first class mail (or equivalent) or, if posted to an overseas address, by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Fiscal Agent) at their respective addresses as recorded in the register kept by the Fiscal Agent, and will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day. Caisse centrale shall also ensure that notices are duly published in compliance with the requirements of each stock exchange or any other relevant authority on which the Notes are listed.

Until such time as any definitive Notes are issued, there may (provided that the rules of any relevant stock exchange or other relevant listing authority permit), so long as the Global Notes for this Series are held in their entirety on behalf of Euroclear, Clearstream, Luxembourg and/or DTC, be substituted for such publication in such newspaper, as set out in the foregoing paragraphs of this Condition 14, the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or DTC for communication by them to the holders of the Notes of this Series. Any such notice shall be deemed to have been given to



the holders of the Notes and related Coupons of this Series on the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or DTC.

Notices to be given to Caisse centrale by any holder of the Notes of this Series shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Fiscal Agent. Whilst any of the Notes of this Series are represented by a Global Note, such notice may be given by any holder of a Note of this Series to the Fiscal Agent via Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Fiscal Agent and Euroclear, Clearstream, Luxembourg and/or DTC, as the case may be, may approve for this purpose.

## **15. Currency Indemnity**

Save as provided in Condition 7(i), if, under any applicable law and whether pursuant to a judgment being made or registered against Caisse centrale or in the liquidation, insolvency or analogous process of Caisse centrale or for any other reason, any payment under or in connection with the Notes is made or fails to be satisfied in a currency (the “**other currency**”) other than that in which the relevant payment is expressed to be due (the “**required currency**”) under the Notes, then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment or, if it is not practicable for the relevant Noteholder to purchase the required currency with the other currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of a liquidation, insolvency or analogous process at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by the relevant Noteholder falls short of the amount due under the terms of the Notes, Caisse centrale shall, as a separate and independent obligation, indemnify and hold harmless the relevant Noteholder against the amount of such shortfall. For the purpose of this Condition 15, “rate of exchange” means the noon spot rate at which the relevant Noteholder is able, on the London foreign currency exchange market on the relevant date, to purchase the required currency with the other currency as determined by the Fiscal Agent, and shall take into account any premium and other reasonable cost of exchange.

## **16. Further Issues**

Caisse centrale shall be at liberty from time to time without notice to, or the consent of, the Noteholders or Couponholders to create and issue further Notes ranking *pari passu* in all respects (or in all respects save for the Issue Date, the Interest Commencement Date, the date and amount of the first payment of interest thereon and/or the Issue Price) and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## **17. Governing Law; Submission to Jurisdiction**

The Agency Agreement and Senior Notes will be governed by, and construed in accordance with, the laws of the State of New York.

The Issuer irrevocably agrees that any legal suit, action or proceeding against it brought under the Agency Agreement or the Senior Notes issued thereunder may be instituted in any state or federal court in the Borough of Manhattan, The City of New York, New York, and irrevocably waives, to the fullest

extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such proceeding and irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.

The Issuer (i) has irrevocably appointed CT Corporation System as its authorized agent (the “**Authorized Agent**”) upon which process may be served in any such action arising under the Agency Agreement or the Notes issued thereunder which may be instituted in any state or federal court in the Borough of Manhattan, The City of New York, New York, (ii) expressly consents to the jurisdiction of any such court in respect of any such action and (iii), to the fullest extent permitted by law, waives any other requirements of or objections to personal jurisdiction with respect thereto. The Issuer represents and warrants that the Authorized Agent has agreed to act as said agent for service of process, and the Issuer agrees to take any and all action, including the filing of any and all documents, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to the Issuer shall be deemed, in every respect, effective service of process upon the Issuer. To the extent that the Issuer may be entitled in any jurisdiction in which judicial proceedings may at any time be commenced under the Agency Agreement or the Notes issued thereunder, to claim for itself or its revenues or assets any immunity from suit, jurisdiction, attachment in aid or execution of a judgment or prior to a judgment, execution of a judgment or any other legal process with respect to its obligations under the Agency Agreement or the Notes issued thereunder and to the extent that in any such jurisdiction there may be attributed to the Issuer such an immunity (whether or not claimed), the Issuer hereby irrevocably agrees not to claim and irrevocably waives such immunity to the maximum extent permitted by law.

The Issuer, the Fiscal Agent and the holders of the Notes issued under the Agency Agreement agree that any legal suit, action and proceeding arising out of the Agency Agreement or the Notes issued thereunder shall be brought in the United States District Court for the Southern District of New York or in a New York State Court in the County of New York and that, in connection with any such action or proceeding, submit to the jurisdiction of, and venue in, such court. Each of such parties hereto also irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of under the Agency Agreement or the Notes issued thereunder.

## PRO FORMA FINAL TERMS FOR REGISTERED NOTES OTHER THAN EXEMPT NOTES

*Set out below is the form of Final Terms which will be completed for each Tranche of Registered Notes other than Exempt Notes issued under the Programme.*

### FINAL TERMS

Final Terms dated [Signing Date of Issue]



La Caisse centrale Desjardins du Québec  
(the "Issuer")

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes] (the "Notes")

Under the €7,000,000,000 Global Medium Term Note Programme

### PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the "Terms and Conditions of the Registered Notes" (the "**Conditions**") set forth in the Base Prospectus dated 1 April 2016 [and the supplemental Base Prospectus[es] dated •] which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"). As used herein, "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a Relevant Member State of the European Economic Area which has implemented the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. [Full information on Caisse centrale and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus.] [The Base Prospectus, together with all documents incorporated by reference therein, [is][are] available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and on the website of the Central Bank of Ireland at <http://www.centralbank.ie> and copies may be obtained from the offices of Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 1 April 2016 which constitutes a base prospectus for the purposes of the Prospectus Directive. As used herein, "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in a Relevant Member State of the European Economic Area which has implemented the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the

purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 1 April 2016 [and the supplemental Base Prospectus[es] dated ●], which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Directive (the “**Base Prospectus**”). [Full information on Caisse centrale and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus, including all documents incorporated by reference therein, are available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and on the website of the Central Bank of Ireland at <http://www.centralbank.ie> and copies may be obtained from Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

1.
  - (i) Series Number: [ ]
  - (ii) Tranche Number: [ ]
  - (iii) Date on which the Notes become fungible: [Not Applicable] [The Notes shall be consolidated and form a single Series and be interchangeable for trading purposes with the *[insert description of the Series]* on [ ] [the Issue Date].]
2. Specified Currency or Currencies: [ ]
3. Aggregate Nominal Amount [of Notes admitted to trading]: [ ]
  - [(i)] Series: [ ]  
*[Insert total nominal amount of outstanding Notes including the Tranche which is the subject of these Final Terms]*
  - [(ii)] Tranche: [ ]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]

5. (i) Specified Denominations: \*\* [ ]
- [Note – where multiple denominations above [ ] (or its equivalent) are being used, the following sample wording should be followed:*
- [[ ] [and integral multiples of [ ] in excess thereof up to and including [ ].]
- Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a minimum redemption value of £100,000 (or its equivalent in other currencies).*
- (ii) Calculation Amount: [ ]
- [If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor] [Note – there must be a common factor in the case of two or more Specified Denominations.]*
6. (i) Issue Date: [ ]
- (ii) Interest Commencement Date: [Specify/Issue Date] [Not Applicable]
- (N.B. an Interest Commencement Date will not be relevant for certain Notes, for example, Zero Coupon Notes)*
7. Maturity Date: [(for Fixed Rate Notes) specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]

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\*\* The minimum Specified Denomination of the Notes shall be €100,000 (or its equivalent in any other currency). The minimum Specified Denomination for (i) Registered Notes offered under Rule 144A only shall be not less than US\$200,000 (or its equivalent in any other currency at the date of issue of the Notes) and (ii) Registered Notes offered under Rule 144A and Regulation S shall be not less than US\$200,000 (or an amount in a Specified Currency that is not U.S. dollars, which is not less than €100,000 or the equivalent thereof at the date of issue of the Notes)

8. Interest Basis: [[ ] per cent. Fixed Rate]  
 [[+/- [ ] percent [*Insert one of Floating Rate options below*] Floating Rate]  
 [[ ] Month [currency] EURIBOR]  
 [[ ] Month [currency] LIBOR]  
 [CD Rate]  
 [CMT Rate]  
 [Commercial Paper Rate]  
 [Federal Funds Rate]  
 [Prime Rate]  
 [Treasury Rate]]  
 [Zero Coupon]  
 (further particulars specified in paragraph [13/14/15] below)
9. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes would be redeemed on the Maturity Date at [par] / [[ ] per cent. of their nominal amount]
10. Change of Interest Basis: [[Not Applicable] [Paragraph 13 applicable for the period from and including [ ] to but excluding [ ]]] [Paragraph 14 applicable for the period from and including [ ] to but excluding [ ]]]  
 [[Coupon Switch Option / Coupon Switch Option Date is [ ] / [Principal Financial Centre is [ ] / [Notice Period is [ ]]]  
 / [Additional Business Centres [ ]]]]
11. Put/Call Options: [Not Applicable]  
 [Noteholder Put Option]  
 [Issuer Call Option]  
 [(further particulars specified in paragraph [17/18] below)]
12. Date Board approval for issuance of Notes obtained: [ ] [and, [ ], respectively]] [Not Applicable]  
 (N.B. Only relevant where new resolution is required for the particular Tranche of Notes (including Subordinated Notes))

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable] [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate [(s)] of Interest: [ ] per cent. per annum [payable in arrear] on each Interest Payment Date
- (ii) Interest Payment Date(s): [ ] [and [ ]] in each year [up to and including the Maturity Date] *[adjusted in accordance with the Modified Following Business Day Convention [for payment purposes only] [for payment and interest accrual purposes]]*<sup>1</sup>
- (iii) Additional Business Centre(s): [ ] [Not Applicable]
- (iv) Fixed Coupon Amount[(s)]: [[ ] per Calculation Amount] [Not Applicable]
- (v) Broken Amount(s): [Not Applicable] [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]]
- (vi) Day Count Fraction: [30/360/Actual/Actual (ICMA)/Actual/360/Actual/365 (Fixed)]  
*(N.B. Day Count Fraction should be Actual/Actual (ICMA) for all fixed rate issues other than those denominated in U.S. dollars, unless otherwise agreed)*
- (vii) Determination Dates: [Not Applicable] [[ ] in each year]
- (Insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of long or short first or last coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
14. **Floating Rate Note Provisions** [Applicable] [Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether LIBOR or EURIBOR is the appropriate reference rate.)*

<sup>1</sup> Option in italics may be applicable to Hong Kong-dollar denominated Notes only.

- (i) Specified Period(s): [ ] [Not Applicable]
- (ii) Specified Interest Payment Dates: [ ]
- (iii) First Interest Payment Date: [ ]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/No Adjustment]
- (v) Additional Business Centre(s): [ ] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination] [ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent): [[ ] shall be the Calculation Agent] [Not Applicable]
- (viii) Screen Rate Determination: [Applicable] [Not Applicable]
- Reference Rate: [ ] month [currency] [LIBOR] [EURIBOR] [CD Rate] [CMT Rate - Reuters Page FRBCMT / Reuters Page FEDCMT] [Commercial Paper Rate] [Federal Funds Rate – [Federal Funds (Effective) Rate / Federal Funds Target Rate]] [Prime Rate] [Treasury Rate]
  - Specified Time: [ ] [Not Applicable]
  - Initial Interest Rate: [[ ] per cent.] [Not Applicable]
  - Index Maturity: [[ ] [month]] [Not Applicable]
  - Interest Reset Date(s): [ ] [Not Applicable]
  - Interest Reset Period: [[Daily / Weekly / Monthly / Quarterly / Semi-annually] annually] [Not Applicable]
  - Designated LIBOR Currency: [ ] [Not Applicable]
  - Designated CMT Maturity Index: [[ ] years] [Not Applicable]



	• Designated LIBOR Page):	[LIBOR01] [Not Applicable]
(ix)	ISDA Determination:	[Applicable] [Not Applicable]
	• Floating Rate Option:	[      ]
	• Designated Maturity:	[      ]
	• Reset Date:	[      ]
(x)	Linear Interpolation:	[Not Applicable] [Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
(xi)	Margin(s):	[[+/-][ ] per cent. per annum] [Not Applicable]
(xii)	Minimum Rate of Interest:	[[      ] per cent. per annum] [The Minimum Rate of Interest is as specified in Condition 5(b)(ii)(C)]
(xiii)	Maximum Rate of Interest:	[[      ] per cent. per annum, subject to Condition 5(b)(ii)(C)] [Not Applicable, subject to Condition 5(b)(ii)(C)]
(xiv)	Day Count Fraction:	[Actual / Actual] [Actual / 365 (Fixed)] [Actual / 365 (Sterling)] [Actual / 360] [30 / 360] [30E / 360] [30E / 360 (ISDA)] (See Condition 5(b)(iii) for definitions)
15.	<b>Zero Coupon Note Provisions</b>	[Applicable] [Not Applicable]  (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i)	Accrual Yield:	[      ] per cent. per annum
(ii)	Reference Price:	[      ]
(iii)	Day Count Fraction in relation to Early Redemption Amounts and late payment:	[30 / 360] [Actual / 360] [Actual / 365] [Actual/Actual (ICMA)]
(iv)	Determination Dates:	[[      ] in each year] [Not Applicable]

## PROVISIONS RELATING TO REDEMPTION

16. Notice period for Condition 6: Minimum period: [30] [●] days  
Maximum period: [60] [●] days
17. **Issuer Call Option** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [ ] per Calculation Amount
- (iii) Redeemable in part: [Yes] [No]  
*(If no, delete the remaining sub-paragraphs of this paragraph)*
- (a) Minimum Redemption Amount: [[ ] per Calculation Amount] [Not Applicable]
- (b) Maximum Redemption Amount: [[ ] per Calculation Amount] [Not Applicable]
- (iv) Notice period: Minimum period: [15] [●] days  
Maximum period: [30] [●] days  
*(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, between Caisse centrale and the Agent.)*
18. **Noteholder Put Option** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s): [ ] per Calculation Amount

(iii) Notice period:

Minimum period: [15] [●] days

Maximum period: [30] [●] days

*(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, between Caisse centrale and the applicable Agent.)*

19. **Final Redemption Amount**

[Par] / [[ ] per Calculation Amount]

20. **Early Redemption Amount**

Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default:

[As per Condition 6(e)] [ ] per Calculation Amount

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

21. Form of Notes:

Registered Notes:

[DTC/Euro] Regulation S Global Note (US\$[ ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg] and exchangeable only in the limited circumstances specified in the Regulation S Global Note / Euro Regulation S Global Note registered in the name of a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg (that is, held under the NSS)/Rule 144A Global Registered Note (US\$[ ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg] and exchangeable only in the limited circumstances specified in the relevant Global Note]

22. Payment Business Day Convention:

[Following Business Day Convention] [Modified Following Business Day Convention]

23. Additional Financial Centre(s) relating to payment dates: [Not Applicable] [ ]  
*(Note that this item relates to the date and place of payment, and not interest period end dates, to which item 14(v) relates)*
24. Calculation Agent for purpose of Condition 7(i) (if other than the relevant Fiscal Agent): [[ ] shall be the Calculation Agent]  
 [Not Applicable]

### [THIRD PARTY INFORMATION]

[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of La Caisse centrale Desjardins du Québec:

By: \_\_\_\_\_  
 Duly Authorized

## PART B – OTHER INFORMATION

### 1. LISTING

(i) Listing/Admission to trading: [Application has been made by Caisse centrale (or on its behalf) for the Notes to be admitted to [the Official List of the Irish Stock Exchange] and to trading on [the regulated market of the Irish Stock Exchange] with effect from *[insert date]*. [Application will be made by Caisse centrale (or on its behalf) for the Notes to be admitted to [the Official List of the Irish Stock Exchange] and to trading on [the regulated market of the Irish Stock Exchange] with effect from *[insert date]*.]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(ii) Estimate of total expenses related to Admission to trading: [ ] [Not Applicable]

### 2. RATINGS

Ratings: [Not Applicable] [The Notes to be issued [have been] [are expected to be] specifically rated:

[S & P Canada: [ ]]

[Moody's Canada: [ ]]

[DBRS: [ ]]

[Any other Rating Agency: [ ]]

*[[insert credit rating agency] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “CRA Regulation”), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority [and [insert name of credit rating agency] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]*

*[[Insert credit rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the “CRA Regulation”). [As such [Insert credit rating agency] is included in the list of credit rating agencies*

published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]]

[[*Insert credit rating agency*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). [*Insert credit rating agency*] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]]

[[*Insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). The ratings [[have been]/[are expected to be]] endorsed by [*insert the name of the relevant EU-registered credit rating agency*] in accordance with the CRA Regulation. [*Insert the name of the relevant EU-registered credit rating agency*] is established in the European Union and registered under the CRA Regulation. [As such [*insert the legal name of the relevant EU-registered credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]]

[[*insert credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”), but it is certified in accordance with such Regulation. [[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the relevant competent authority and [*insert credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]

[[*Insert name of credit rating agency*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). However, the application for registration under the CRA Regulation of [*insert name of credit rating agency*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*], although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert name of credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation]. The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (*delete as appropriate*)] which have been endorsed by [*insert name of credit rating agency*] may be used in the EU by the relevant market participants.]]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### 3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

- [•] [Save for any fees payable to the [Managers/Dealers] and as described under “Subscription and Sale and Transfer and Selling Restrictions”,] so far as Caisse centrale is aware, no person involved in the offer of the Notes has an interest material to the offer.]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a Drawdown Prospectus in relation to the Tranche of Notes to be issued or, more generally, a Supplement to the Base Prospectus.)]*

### 4. **[Fixed Rate Notes only – YIELD]**

Indication of yield: [ ]

## 5. OPERATIONAL INFORMATION

(i) ISIN: [ ]

(ii) Common Code: [ ]

(iii) CUSIP: [ ]

(iv) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable] *[give name(s) and number(s)]*

(v) Delivery: Delivery [against / free of] payment

(vi) Names and addresses of additional Registrar(s), Transfer Agent(s) or Paying Agent(s) (if any) and if applicable a statement that it or they should be sole Registrar(s), Transfer Agent(s) or Paying Agent(s) for the Series: [Not Applicable] *[give name(s) and address(es)]*

(vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries (“**ICSDs**”) as Common Safekeeper, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper, that are held under the New Safekeeping Structure for registered global securities and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as Common Safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper, that are held under the New Safekeeping Structure for registered global securities] *[include this text for global Registered Notes which are held under the NSS].*



Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 7. DISTRIBUTION

- |   |  |
|---|--|
| (i) Method of distribution:                     | [Syndicated] [Non-Syndicated]  |
| (ii) If syndicated, names of Managers:          | [Not Applicable] [ <i>Specify names</i> ]  |
| (iii) Date of Subscription Agreement:           | [Not Applicable] [ <i>Specify date</i> ]   |
| (iv) Stabilising Manager(s) (if any):           | [Not Applicable] [ <i>Specify names</i> ]  |
| (v) If non-syndicated, name of relevant Dealer: | [ <i>Specify name</i> ]  |
| (vi) U.S. Selling Restrictions:                 | [Regulation S, Compliance Category 2]; [Excluded Transfer]<br>[Notes are [not] Rule 144A eligible] |
| (vii) Canadian Selling Restrictions:            | [Canadian Sales permitted] [Canadian Sales not permitted]  |

## PRO FORMA PRICING SUPPLEMENT FOR REGISTERED NOTES THAT ARE EXEMPT NOTES

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Registered Notes that are Exempt Notes issued under the Programme.*

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC (AS AMENDED) FOR THE ISSUE OF NOTES DESCRIBED BELOW.**

*Notes in italics in this Form of Pricing Supplement are intended for reference purposes only, will not appear in actual Pricing Supplement documents and are not binding on the Issuer.*

### PRICING SUPPLEMENT

Pricing Supplement dated [Signing Date of Issue]



La Caisse centrale Desjardins du Québec (the “Issuer”)

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes] (the “Notes”)

Under the €7,000,000,000 Global Medium Term Note Programme

### PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer in a Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Prospectus dated 1 April 2016 [and the Supplemental Prospectus[es] dated •] (the “**Base Prospectus**”).<sup>1</sup> Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus, together with all documents incorporated by reference therein, [is][are] available for viewing during normal

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<sup>1</sup> Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all issues under the Programme.

business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and on the website of the Central Bank of Ireland at <http://www.centralbank.ie> and copies may be obtained from the offices of Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Base Prospectus [dated [original date] which are incorporated by reference in the Base Prospectus].<sup>2</sup>

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus/Listing Particulars with an earlier date.*

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 1 April 2016. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Prospectus dated 1 April 2016 [and the supplemental Base Prospectus(es) dated ●]<sup>3</sup> (the “**Base Prospectus**”), [Full information on Caisse centrale and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus and in the event of any inconsistency between the Terms and Conditions in the Base Prospectus dated [original date] and any terms and conditions specified in this Pricing Supplement, the terms and conditions in this Pricing Supplement shall prevail. Reference to the Conditions in the “Final Terms” shall be deemed to be references to the terms set out below. The Base Prospectus, including all documents incorporated by reference therein, are available for viewing during normal business hours and upon reasonable notice at the office in London, England of The Bank of New York Mellon, London Branch and copies may be obtained from Caisse centrale at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]*

1.
  - (i) Series Number: [ ]
  - (ii) Tranche Number: [ ]
  - (iii) Date on which the Notes become fungible: [Not Applicable] [The Notes shall be consolidated and form a single Series and be interchangeable for trading purposes with the [insert description of the Series] on [ ] [the Issue Date].]
2. Specified Currency or Currencies: [ ]

<sup>2</sup> Only include this language where it is a fungible issue and the original Tranche was issued under a Prospectus with a different date.

<sup>3</sup> Only include details of a supplemental Base Prospectus in which the Conditions have been amended for the purposes of all issues under the Programme.

3. Aggregate Nominal Amount: [ ]
- [(i)] Series: [ ]
- [Insert total nominal amount of outstanding Notes including the Tranche which is the subject of this Pricing Supplement]*
- [(ii)] Tranche: [ ]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
5. (i) Specified Denominations: \*\* [ ]
- [Note – where multiple denominations above [ ] (or its equivalent) are being used, the following sample wording should be followed:*
- [[ ] [and integral multiples of [ ] in excess thereof up to and including [ ].]
- Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a minimum redemption value of £100,000 (or its equivalent in other currencies).*
- (ii) Calculation Amount: [ ]
- [If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor] [Note – there must be a common factor in the case of two or more Specified Denominations.]*
6. (i) Issue Date: [ ]

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\*\* Unless stated otherwise in the Pricing Supplement in the context of Exempt Notes, the minimum Specified Denomination for (i) Registered Notes offered under Rule 144A only shall be not less than US\$200,000 (or its equivalent in any other currency at the date of issue of the Notes) and (ii) Registered Notes offered under Rule 144A and Regulation S shall be not less than US\$200,000 (or an amount in a Specified Currency that is not U.S. dollars, which is not less than €100,000 or the equivalent thereof at the date of issue of the Notes).

- (ii) Interest Commencement Date: [Specify/Issue Date] [Not Applicable]
- (N.B. an Interest Commencement Date will not be relevant for certain Notes, for example, Zero Coupon Notes)*
7. Maturity Date: [(for Fixed Rate Notes) specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
8. Interest Basis:
- [[ ] per cent. Fixed Rate]
  - [[+/- [ ] percent [*Insert one of Floating Rate options below*] Floating Rate]
  - [[ ] Month [currency] EURIBOR]
  - [[ ] Month [currency] LIBOR]
  - [CD Rate]
  - [CMT Rate]
  - [Commercial Paper Rate]
  - [Federal Funds Rate]
  - [Prime Rate]
  - [Treasury Rate]]
  - [Zero Coupon]
  - [Index Linked Interest]
  - [Dual Currency Interest]
  - (further particulars specified in paragraph [13/14/15/16/17] below)
9. Redemption/Payment Basis:
- [Subject to any purchase and cancellation or early redemption, the Notes would be redeemed on the Maturity Date at [par] / [[ ] per cent. of their nominal amount]]
  - [Index Linked Redemption]
  - [Dual Currency Redemption]
  - [Partly Paid]
  - [Instalment]
  - [Other (*specify*)]

10. Change of Interest Basis: [[Not Applicable] [Paragraph 13 applicable for the period from and including [ ] to but excluding [ ]] [Paragraph 14 applicable for the period from and including [ ] to but excluding [ ]]]  
[[Coupon Switch Option / Coupon Switch Option Date is [ ] / [Principal Financial Centre is [ ] / [Notice Period is [ ]]]  
/[Additional Business Centres [ ]]]
- [Specify details of any provision for convertibility of Notes into another interest basis]
11. Put/Call Options: [Not Applicable]  
[Noteholder Put Option]  
[Issuer Call Option]  
[(further particulars specified in paragraph [19/20] below)]
12. Date Board approval for issuance of Notes obtained: [ ] [and, [ ]], respectively]] [Not Applicable]  
*(N.B. Only relevant where new resolution is required for the particular Tranche of Notes (including Subordinated Notes))*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate [(s)] of Interest: [ ] per cent. per annum [payable in arrear] on each Interest Payment Date
- (ii) Interest Payment Date(s): [ ] [and [ ]] in each year [up to and including the Maturity Date] *[adjusted in accordance with the Modified Following Business Day Convention [for payment purposes only] [for payment and interest accrual purposes]]*<sup>4</sup>
- (iii) Additional Business Centre(s): [ ] [Not Applicable]
- (iv) Fixed Coupon Amount[(s)]: [[ ] per Calculation Amount] [Not Applicable]

<sup>4</sup> Option in italics may be applicable to Hong Kong-dollar denominated Notes only.

(v)	Broken Amount(s):	[Not Applicable] [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]]
(vi)	Day Count Fraction:	[30/360/Actual/Actual (ICMA)/Actual/360/Actual/365 (Fixed)] (See Condition 5(a) for definitions) (N.B. Day Count Fraction should be Actual/Actual (ICMA) for all fixed rate issues other than those denominated in U.S. dollars, unless otherwise agreed)
(vii)	Determination Dates:	[Not Applicable] [[ ] in each year]  (Insert regular Interest Payment Dates, ignoring issue date or maturity date in the case of long or short first or last coupon. N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))
(viii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/give details]
14.	<b>Floating Rate Note Provisions</b>	[Applicable] [Not Applicable]  (If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether LIBOR or EURIBOR is the appropriate reference rate.)
(i)	Specified Period(s):	[ ] [Not Applicable]
(ii)	Specified Interest Payment Dates:	[ ] [Not Applicable]
(iii)	First Interest Payment Date:	[ ]
(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/No Adjustment/Other(give details)]
(v)	Additional Business Centre(s):	[ ] [Not Applicable]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination] [ISDA Determination] [other (give details)]

- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent): [[ ] shall be the Calculation Agent] [Not Applicable]
- (viii) Screen Rate Determination: [Applicable] [Not Applicable]
- Reference Rate: [ ] month [currency] [LIBOR] [EURIBOR] [CD Rate] [CMT Rate - Reuters Page FRBCMT / Reuters Page FEDCMT] [Commercial Paper Rate] [Federal Funds Rate – [Federal Funds (Effective) Rate / Federal Funds Target Rate]] [Prime Rate] [Treasury Rate] [Other - *specify*]
  - Specified Time: [ ] [Not Applicable]
  - Initial Interest Rate: [[ ] per cent.] [Not Applicable]
  - Index Maturity: [[ ] [month]] [Not Applicable]
  - Interest Reset Date(s): [ ] [Not Applicable]
  - Interest Reset Period: [[Daily / Weekly / Monthly / Quarterly / Semi-annually] annually/[ ]] [Not Applicable]
  - Designated LIBOR Currency: [ ] [Not Applicable]
  - Designated CMT Maturity Index: [[ ] years] [Not Applicable]
  - Designated LIBOR Page): [LIBOR01] [Not Applicable]
- (ix) ISDA Determination: [Applicable] [Not Applicable]
- Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
- (x) Linear Interpolation: [Not Applicable] [Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]



(xi)	Margin(s):	[[+/-][ ] per cent. per annum] [Not Applicable]
(xii)	Minimum Rate of Interest:	[[ ] per cent. per annum] [The Minimum Rate of Interest is as specified in Condition 5(b)(ii)(C)]
(xiii)	Maximum Rate of Interest:	[[ ] per cent. per annum, subject to Condition 5(b)(ii)(C)] [Not Applicable, subject to Condition 5(b)(ii)(C)]
(xiv)	Day Count Fraction:	[Actual / Actual] [Actual / 365 (Fixed)] [Actual / 365 (Sterling)] [Actual / 360] [30 / 360] [30E / 360] [30E / 360 (ISDA)] (See Condition 5(b)(iii) for definitions)
(xv)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[ ]
15.	<b>Zero Coupon Note Provisions</b>	[Applicable] [Not Applicable]  (If not applicable, delete the remaining subparagraphs of this paragraph)
(i)	Accrual Yield:	[ ] per cent. per annum
(ii)	Any other formula/basis of determining “ <b>Amortised Face Amount</b> ” (as described in Condition 5(d)) or other amounts payable:	[ ]
(iii)	Day Count Fraction in relation to Early Redemption Amounts and late payment:	[30 / 360] [Actual / 360] [Actual / 365] [Actual/Actual (ICMA)] [Other (specify)]
(iv)	Determination Dates:	[[ ] in each year] [Not Applicable]

16. **Index-Linked Interest Note / other variable-linked interest Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/other variable: [ ]
- (ii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]): [ ]
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [ ]
- (iv) Determination Date(s): [ ]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [ ]
- (vi) Interest or Interest Period(s): [ ]
- (vii) Specified Interest Payment Dates: [ ]
- (viii) Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / other *(give details)*]
- (ix) Business Centre(s): [ ]
- (x) Minimum Rate / Amount of Interest: [ ] [per cent.] per annum
- (xi) Maximum Rate / Amount of Interest: [ ] [per cent.] per annum
- (xii) Day Count Fraction: [ ]
17. **Dual Currency Note Provisions** [Applicable] [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- |       |   |                          |
|-------|---|--------------------------|
| (i)   | Rate of Exchange/method of calculating Rate of Exchange:  | [                      ] |
| (ii)  | Party, if any, responsible for calculating the principal and/or interest due (if not the [Agent]):    | [                      ] |
| (iii) | Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: | [                      ] |
| (iv)  | Person to whose option Specified Currency(ies) is/are payable:  | [                      ] |

#### PROVISIONS RELATING TO REDEMPTION

- |       |   |   |
|-------|---|---|
| 18.   | Notice period for Condition 6:  | Minimum period: [30] [●] days<br>Maximum period: [60] [●] days  |
| 19.   | <b>Issuer Call Option</b>   | [Applicable] [Not Applicable]<br><br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  |
| (i)   | Optional Redemption Date(s):  | [              ]  |
| (ii)  | Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): | [              ] per Calculation Amount   |
| (iii) | If redeemable in part:  | [Yes] [No]<br><br><i>(If no, delete the remaining sub-paragraphs of this paragraph)</i>   |
| (a)   | Minimum Redemption Amount:  | [[              ] per Calculation Amount] [Not Applicable]  |
| (b)   | Maximum Redemption Amount:  | [[              ] per Calculation Amount] [Not Applicable]  |
| (iv)  | Notice period:  | Minimum period: [15] [●] days<br>Maximum period: [30] [●] days<br><br><i>(N.B.: If setting notice periods which are different than those provided in the Conditions, Caisse centrale is advised to consider the practicalities of</i> |

## 20. Noteholder Put Option

(i) Optional Redemption Date(s): [ ]

(ii) Optional Redemption Amount(s): [ ] per Calculation Amount

(iii) Notice period: Minimum period: [15] [●] days  
Maximum period: [30] [●] days

## 21. Final Redemption Amount

In cases where the Final Redemption Amount is Index-Linked or other variable-linked:

(i) Index/Formula/other variable: [ ]

(ii) Party responsible for calculating the Final Redemption Amount (if not the [Agent]):

-192-

- |        |  |                          |
|--------|--|--------------------------|
| (iv)   | Determination Date(s):   | [                      ] |
| (v)    | Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: | [                      ] |
| (vi)   | Payment Date:  | [                      ] |
| (vii)  | Minimum Final Redemption Amount:   | [                      ] |
| (viii) | Maximum Final Redemption Amount:   | [                      ] |

**22. Early Redemption Amount**

Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[As per Condition 6(e)] [                      ] per Calculation Amount [                      ]
---	--

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- |                    |   |
|--------------------|---|
| 23. Form of Notes: | Registered Notes:   |
|                    | <p>[DTC/Euro] Regulation S Global Note (US\$[                      ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg] and exchangeable only in the limited circumstances specified in the Regulation S Global Note / Euro Regulation S Global Note registered in the name of a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg (that is, held under the NSS)/Rule 144A Global Registered Note (US\$[                      ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg] and exchangeable only in the limited circumstances specified in the relevant Global Note]</p> |

- |     |   |   |
|-----|---|---|
|     |   | [other ( <i>specify form of the Notes</i> )]  |
| 24. | Payment Business Day Convention:  | [Following Business Day Convention] [Modified Following Business Day Convention]  |
| 25. | Additional Financial Centre(s) relating to payment dates:   | [Not Applicable] [ <i>give details</i> ]<br><br>( <i>Note that this item relates to the date and place of payment, and not interest period end dates, to which item 14(v) relates</i> ) |
| 26. | Calculation Agent for purpose of Condition 7(i) (if other than the relevant Fiscal Agent):  | [[ ] shall be the Calculation Agent]<br>[Not Applicable]  |
| 27. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | [Not Applicable] [ ]  |
| 28. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:  | [Not Applicable] [ ]  |
| 29. | Other terms and conditions  | [Not applicable] [ <i>Insert new terms and conditions or amend or replace Terms and Conditions in the applicable Base Prospectus</i> ]  |

### [THIRD PARTY INFORMATION]

[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

### RESPONSIBILITY

Caisse centrale accepts responsibility for the information contained in the Base Prospectus and this Pricing Supplement.

Signed on behalf of La Caisse centrale Desjardins du Québec:

By: \_\_\_\_\_  
Duly Authorized

## PART B – OTHER INFORMATION\*

### 1. LISTING

(i) Listing/Admission to trading: [ ] [Not Applicable]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(ii) Estimate of total expenses related to Admission to trading: [ ] [Not Applicable]

### 2. RATINGS

Ratings: The Notes to be issued [have been] [have not been] [are expected to be] specifically rated:

[S & P Canada: [ ]]

[Moody's Canada: [ ]]

[DBRS: [ ]]

*(The above disclosure should reflect where the issue has been specifically rated, that rating.)*

### [3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer: [ ]]

[(ii)] Estimated net proceeds: [ ]]

[(iii)] Estimated total expenses: [ ]]

### 4. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

[•] [Save for any fees payable to the [Managers/Dealers] and as described under "Subscription and Sale and Transfer and Selling Restrictions",] so far as Caisse centrale

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\* Certain items may not be required to be completed, including items 3 and 4.

is aware, no person involved in the offer of the Notes has an interest material to the offer.]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a Drawdown Prospectus in relation to the Tranche of Notes to be issued, or more generally, a Supplement to the Base Prospectus.)]*

**5. [Fixed Rate Notes only – YIELD]**

Indication of yield: [ ]

**6. OPERATIONAL INFORMATION**

(i) ISIN: [ ]

(ii) Common Code: [ ]

(iii) CUSIP: [ ]

(iv) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable] *[give name(s) and number(s)]*

(v) Names and addresses of additional Registrar(s), Transfer Agent(s) or Paying Agent(s) (if any) and if applicable a statement that it or they should be sole Registrar(s), Transfer Agent(s) or Paying Agent(s) for the Series: [Not Applicable] *[give name(s) and address(es)]*

(vi) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries (“**ICSDs**”) as Common Safekeeper, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper, that are held under the New Safekeeping Structure for registered global securities and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue



or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as Common Safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper, that are held under the New Safekeeping Structure for registered global securities] *[include this text for global Registered Notes which are held under the NSS]*. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 7. DISTRIBUTION

- |        |   |  |
|--------|---|--|
| (i)    | Method of distribution:                     | [Syndicated] [Non-Syndicated]  |
| (ii)   | If syndicated, names of Managers:           | [Not Applicable] <i>[Specify names]</i>  |
| (iii)  | Date of Subscription Agreement:             | [Not Applicable] <i>[Specify date]</i>   |
| (iv)   | Stablising Manager(s) (if any):             | [Not Applicable] <i>[Specify names]</i>  |
| (v)    | If non-syndicated, name of relevant Dealer: | <i>[Specify name]</i>  |
| (vi)   | U.S. Selling Restrictions:                  | [Regulation S, Compliance Category 2]; [Excluded Transfer]<br>[Notes are [not] Rule 144A eligible] |
| (vii)  | Canadian Selling Restrictions:              | [Canadian Sales permitted] [Canadian Sales not permitted]  |
| (viii) | Additional or amended Selling Restrictions: | [Not Applicable] <i>[Give details]</i>   |
| (ix)   | Additional tax disclosure:                  | [Not Applicable] <i>[Give details]</i>   |

## **SPECIAL PROVISIONS RELATING TO FOREIGN CURRENCY NOTES**

### **General**

Unless otherwise indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement in relation to any Tranche of Registered Notes, the Registered Notes will be denominated in U.S. dollars and payments of principal of and any premium and interest on the Registered Notes will be made in U.S. dollars in the manner indicated in this Base Prospectus. If any of the Registered Notes are to be denominated in a currency other than U.S. dollars (a “**Specified Currency**”), the following special provisions shall apply.

### **Payment currency**

Unless otherwise notified by the Issuer in writing, a purchaser will be required to pay for Foreign Currency Notes in the Specified Currency. Currently, there are limited facilities in the United States for the conversion of U.S. dollars into foreign currencies. Therefore the exchange rate agent the Issuer appoints and identifies to investors will arrange for the conversion of U.S. dollars into the Specified Currency on behalf of any purchaser of a Foreign Currency Note to enable a prospective purchaser to deliver the Specified Currency in payment for a Foreign Currency Note. The exchange rate agent must receive a request for any conversion on or prior to the third business day preceding the date of delivery of the Foreign Currency Note. The purchaser must pay all costs of currency exchange.

In relation to any Tranche of Registered Notes settled in DTC, payments made by the Issuer of principal of, premium, if any, and interest, if any, on a Foreign Currency Note, will be made in accordance with Condition 7.

### **DTC Notes**

The Issuer will make payments on a DTC Global Note in accordance with the applicable policies as in effect from time to time of the Depositary, which will be DTC, Euroclear or Clearstream, Luxembourg. Unless otherwise specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement, The Depository Trust Company, New York, known as DTC, will be the Depositary for all Registered Notes in global form. All amounts payable to DTC or its nominee in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by electronic transfer of immediately available funds by the Registered Fiscal Agent to an account in the relevant Specified Currency of the exchange rate agent on behalf of DTC or its nominee for conversion into and payment in U.S. dollars in accordance with the provisions of the Registered Notes Agency Agreement.

Unless specified otherwise in the Pricing Supplement, all payments to beneficial owners of DTC Global Notes will be made in US dollars.

## **USE OF PROCEEDS**

Unless otherwise specified in the applicable Pricing Supplement, in the case of Exempt Notes, in a Supplement or in a Drawdown Prospectus, the net proceeds from each issue of Notes will be used by Caisse centrale for the purpose of carrying out its functions as treasurer and financial agent of the Desjardins Group including meeting the liquidity needs of the Desjardins Group and offering financing, banking and international services to institutions and organisations (governments, municipalities, school districts, etc.), large and medium size businesses and various entities of the Desjardins Group.

## DESCRIPTION OF THE ISSUER

### ***Name, Address and Incorporation of Caisse centrale***

Caisse centrale, created on 22 June 1979, is a financial services cooperative governed by *An Act respecting the Mouvement Desjardins* (Québec) (as amended, the “**Constituent Legislation**”) and by *An Act respecting financial services cooperatives* (Québec) (as amended, the “**Caisses Act**”). Caisse centrale may also identify itself under the name of “Caisse centrale Desjardins.”

Caisse centrale is part of the Mouvement des caisses Desjardins (the “**Desjardins Group**”). The shares of the capital stock of Caisse centrale are held primarily by the Fédération des caisses Desjardins du Québec (the “**Federation**”), the coordinating organisation of the caisses and the affiliated institutions and subsidiaries of Desjardins Group, including Caisse centrale, which, with its member caisses (the “caisses”), is a full member of Caisse centrale.

The registered head office and principal place of business of Caisse centrale is located at 1170 Peel Street, Suite 600, Montréal, Québec, Canada, H3B 0B1 and the telephone contact number is +1 (514) 281-7070. Caisse centrale also maintains administrative offices at 25 York Street, Suite 1000, Toronto, Ontario, Canada, M5J 2V5 and at 110 9<sup>th</sup> Avenue S.W., Suite 410, Calgary, Alberta, Canada, T2P 0T1.

### ***Subsidiary***

Caisse centrale, through its wholly-owned subsidiary Desjardins FSB Holdings, Inc. (incorporated under the laws of the State of Delaware, USA), holds all (100%) of the capital stock of Desjardins Bank, N.A. and Desjardins Florida Loan Center, Inc. (the former being a national bank chartered under the federal laws of the United States, and the latter being incorporated under the laws of the State of Delaware, USA). Caisse centrale also operates a branch in the State of Florida under the name of Caisse centrale Desjardins U.S. Branch (licensed under the federal laws of the United States).

### ***Regulation and Control***

The Autorité des marchés financiers (Québec) is the agency responsible for the supervision, control and annual inspection of Caisse centrale. The Constituent Legislation governs the control exercised by the Autorité des marchés financiers (Québec) with regard to the management, transactions and solvency of Caisse centrale as well as in respect of rules on conflicts of interest and related party transactions. Caisse centrale is required to maintain for its operations an adequate capital base to ensure sound and prudent management, in accordance with the standards adopted by the Federation and approved by the Autorité des marchés financiers (Québec). Pursuant to the Constituent Legislation, the standards and policies of the Federation are applicable to Caisse centrale, notably with respect to capitalization and investments.

Caisse centrale’s capital ratios are calculated according to the guideline issued by the Autorité des marchés financiers (Québec) on adequacy of capital base standards applicable to financial services cooperatives. This guideline takes into account the global regulatory framework for more resilient banks and banking systems (Basel III) issued by the Bank for International Settlements. The Basel III regulatory framework increases capital requirements. Caisse centrale currently must maintain a Tier 1A capital ratio

of 7%. In addition, the Tier 1 capital ratio and the total capital ratio must be greater than 8.5% and 10.5%, respectively. These minimum ratios include a capital conservation buffer of 2.5%. The Autorité des marchés financiers (Québec) has decided to phase in, commencing 1 January 2014, measures and requirements related to the regulatory credit valuation adjustment (CVA) charge, as other countries have already done. This phased-in charge will reach 100% by 2019 for each of the capital ratios referred to above. In 2015, only 64%, 71% and 77% of the total CVA charge was applied to the Tier 1A, Tier 1 and total capital ratios, respectively.

In addition, commencing 1 January 2015, Caisse centrale must maintain a minimum leverage ratio of 3% determined by dividing the capital measure (namely Tier 1 capital) by the exposure measure. The exposure measure includes: (1) on-balance sheet (OBS) exposures, (2) securities financing transaction (SFT) exposures, (3) derivative exposures, and (4) off-balance sheet exposures. The new leverage ratio replaced the capital/asset ratio from 1 January 2015.

As of the date of this Base Prospectus, the minimum Tier 1A capital ratio required for institutions to meet the Autorité des marchés financiers (Québec) regulatory requirements to be considered sufficiently capitalized is now 7%. In addition, the Tier 1 capital ratio must at least be above 8.5%, which percentage includes a 2.5% capital conservation buffer. Lastly, the total capital ratio must be above 10.5%, which percentage includes a 2.5% capital conservation buffer. The total capital ratio determines overall capital adequacy against an entity's total assets, including certain off-balance sheet items. Furthermore through an equity maintenance agreement, the Federation and the Federation des caisses populaires de l'Ontario Inc., as members that hold shares of Caisse centrale's capital stock and are part of the Desjardins Group, have formally undertaken to maintain Caisse centrale's capital base at a level that satisfies the requirements for a domestic systematically important financial institution set by the Autorité des marchés financiers (Québec) (see "*Desjardins Group*"). In June 2013, the Autorité des marchés financiers (Québec) determined that Desjardins Group met the criteria to be designated a domestic systemically important financial institution ("**D-SIFI**"). As a D-SIFI, beginning on 1 January 2016, Desjardins Group is subject to an additional capital requirement of 1% on its minimum capital ratios. In addition, the Office of the Superintendent of Financial Institutions has determined that Canada's six largest financial institutions meet the criteria for designation as domestic systemically important financial institutions. They will therefore be subject to the same capital targets as Desjardins Group from 1 January 2016.

As of 31 December 2015, total assets increased 17.0% to \$51.8 billion, an increase of \$7.5 billion compared to 31 December 2014. Tier 1A, Tier 1 and total capital ratios under the Basel III regulatory framework were at 15.0%, 14.9% and 15.5%, respectively, compared to 13.8%, 13.8% and 14.3% as at 31 December 2014. The leverage ratio was 4.8% as at 31 December 2015 under Basel III. These ratios demonstrate Caisse centrale's prudent management of its capital which in return contributes to the favorable credit ratings granted to Caisse centrale's securities by the different rating agencies.

Desjardins Bank N.A. is chartered and supervised by the Office of the Comptroller of the Currency of the United States. As a bank holding company, the operations of Caisse centrale in the United States are subject to the supervisory and regulatory authority of the Board of the Governors of the Federal Reserve System under the International Banking Act of 1978. In accordance with the Federal Reserve's policies, Caisse centrale must serve as a source of financial and managerial strength for Desjardins Bank N.A. U.S. federal laws limit the ability of Desjardins Bank N.A. to engage in certain transactions (such as loans), which means Caisse centrale may be required to commit resources to support Desjardins Bank

N.A., even if doing so may adversely affect Caisse centrale's ability to meet its other obligations with the affiliated entities of the Desjardins Group as defined under U.S. law. Any such transactions with a single affiliate are limited to an amount equal to 10% of Desjardins Bank N.A.'s capital stock and surplus and the aggregate of all such with transactions with all affiliates may not exceed an amount equal to 20% of its capital stock and surplus. These transactions must also be on terms at least as favourable to Desjardins Bank N.A. as those conducted with non-affiliates, and may be subject to collateral requirements. Caisse centrale Desjardins U.S. Branch is also licensed with and supervised by the Office of the Comptroller of the Currency under the provisions of the International Banking Act of 1978 of the United States.

### ***Principal Business***

Caisse centrale is a cooperative institution which offers financial services to the Desjardins Group, governments, public and parapublic sector institutions, individuals as well as medium-sized and large businesses. It serves the needs of the Federation, the caisses and the other entities of the Desjardins Group. Caisse centrale's mandate is to provide institutional funding for the Desjardins network and to act as financial agent, mainly by supplying inter-bank exchange services, including clearing house settlements. Caisse centrale's activities on the Canadian and international markets complement those of the other entities of the Desjardins Group. Caisse centrale had 408 employees as at 31 December 2015.

Caisse centrale conducts its activities in three segments. Each segment offers different services and uses separate strategies:

#### ***Business and Institutional Services***

This is the segment responsible for developing and marketing services offered to businesses. It is also responsible for distributing a range of financial products and services, such as financing in the form of lines of credit and term loans to public and parapublic agencies, as well as to businesses. This segment also includes trans-border financings to clients of the U.S. branch. In the corporate market, where Caisse centrale focuses on the service and manufacturing sectors, many of its teams specialize in agrifood, forest products, communications, energy, real estate, steel and transportation.

#### ***Desjardins Group Treasury***

Caisse centrale acts as the financial agent and treasurer of the Desjardins Group. Caisse centrale is the Desjardins Group's direct clearer at the Canadian Payments Association and at The Canadian Depository for Securities Limited ("CDS") which provide clearing settlements for payment instruments and securities transactions in Canada.

Caisse centrale supplies Desjardins Group with refinancing and also provides various treasury products. It obtains its funds principally from depositors from the short-, medium- and long-term Canadian and international capital markets. Under the Constituent Legislation, Caisse centrale may not receive deposits from individuals. The Desjardins Group Treasury segment also manages Caisse centrale's assets and liabilities, manages securities and derivative instrument portfolios, and manages cash for the Desjardins Group. As treasurer for the Desjardins Group,

Caisse centrale develops and implements liquidity management and asset-liability matching strategies.

Furthermore, this segment procures financing in the form of credit margins and term loans to members and other entities of the Desjardins Group.

#### *Other*

Caisse centrale offers U.S. banking services through Desjardins FSB Holdings Inc., its retail banking subsidiary in the United States.

### **Competition**

Caisse centrale primarily competes in the capital markets and the financing markets.

#### *Capital markets*

In the capital markets, Caisse centrale competes on two fronts. It competes with other institutional issuers (corporate, government and financial institution issuers) for raising funds among institutional investors. Caisse centrale is active on both short and long term markets. It has funding programmes in place in Canada, the United States and Europe. Caisse centrale also offers treasury and derivative products to its corporate and institutional clients (in the domestic market) and as such competes with other providers of these products, notably the major Canadian financial institutions. By major Canadian financial institutions, Caisse centrale refers primarily to the “Big Six” Schedule I banks which all have significant capital markets operations that constitute the bulk of the Canadian market.

#### *Financing markets*

Caisse centrale is active in several financing markets. It is an active participant in the Canadian corporate loan syndication market (with a strong emphasis on the Province of Québec). It also offers loans and banking services to mid-sized companies and public and parapublic institutions, mostly in Québec.

In both markets, it competes with other Canadian financial institutions. Based on its presence in the Province of Québec, Caisse centrale has a significantly higher share of these markets in the Province of Québec than in other provinces where it is a minor player.

***Directors of Caisse centrale***

The following table sets forth as at the date hereof the name and province of residence in Canada, position held within the Desjardins Group and principal activity outside Caisse centrale of each member of the Board of Directors of Caisse centrale.

<b><u>Name and Province of Residence</u></b>	<b><u>Position Held within Desjardins Group</u></b>	<b><u>Principal Activity Outside Caisse centrale</u></b>
Jacques Baril Québec	President, Regional Council, Montréal – East	Retired
Annie P. Bélanger Québec	President, Regional Council, Bas St. Laurent and Gaspésie-Îles-de-la-Madeleine	Retired
Donat Boulerice Ontario	President, Regional Council Ontario	Teacher, University of Ottawa
Serges Chamberland Québec	President, Regional Council, Saguenay-Lac-St-Jean-Charlevoix-Côte Nord	Retired
Carole Chevalier Québec	President, Regional Council, Mauricie	General Manager, Centre d'action bénévole du Rivage
Sylvain Dessureault Québec	General Manager, Caisse Desjardins du Mont-Saint -Bruno	General Manager, Caisse Desjardins du Mont-Saint-Bruno
Luc Forand Québec	President, Regional Council, Richelieu – Yamaska	Businessman
André Gagné Québec	President, Regional Council, Québec-East	Retired
Yves Genest Québec	General Manager, Caisse populaire Desjardins de Montmagny	General Manager, Caisse populaire Desjardins de Montmagny
Neil Hawthorn Québec	General Manager, Caisse Desjardins de Saint-Eustache - Deux-Montagnes	General Manager, Caisse Desjardins de Saint-Eustache - Deux-Montagnes
Andrée Lafortune Québec	President, Regional Council, Montréal West	Professor, Montréal University (HEC) Chartered Professional Accountant, FCA
Jean-Robert Laporte Québec	President, Regional Council, Lanaudière	Lawyer



Sylvie Larouche Québec	President, Regional Council, Québec-Ouest et Rive-Sud	Retired
Marcel Lauzon Québec	President, Regional Council, Laval–Laurentides	Retired
Guy Cormier* Québec	President and Chief Executive Officer of the Desjardins Group	President and Chief Executive Officer of the Desjardins Group and Chair of the Board of Fédération des caisses Desjardins du Québec
Denis Paré Québec	President, Regional Council, Cantons-de- l'Est	Notary
Alain Raïche Québec	General Manager, Caisse Desjardins Pierre-Le Gardeur	General Manager, Caisse Desjardins Pierre-Le Gardeur
Serge Rousseau Québec	President, Regional Council, Kamouraska-Chaudière-Appalaches	General manager, CPE Parc-en-ciel and of the coordinating office on childcare and family services of Appalaches
Sylvie St-Pierre Babin Québec	President, Regional Council, Outaouais, Abitibi-Témiscamingue et Nord-du-Québec	Lawyer
Christian Savard Québec	President, Centre-du-Québec Regional Council	President, Centre-du-Québec Regional Council
Serge Tourangeau Québec	President, Regional Council, Group caisses	Retired
Yvon Vinet Québec	President, Regional Council, South Shore of Montréal	Notary

Michel Allard and Benoit Turcotte are managing directors of the Caisse centrale Board of Directors and, as such, cannot vote at board meetings.

The business address of all of the directors is the registered office of Caisse centrale, 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1.

As of the date of this Base Prospectus, there are no potential conflicts of interests between any duties owed to Caisse centrale by the directors and the private interests and/or external duties owed by these individuals.

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\* Mr. Cormier's four-year term as President and Chief Executive Officer of the Desjardins Group will begin on 9 April 2016.

### **Major Shareholder**

Under Caisse centrale's Constituent Legislation, the Federation, together with its member caisses, is a full member of Caisse centrale.

The authorized capital stock of Caisse centrale, as set out in the resolution of the Issuer's Board of Directors establishing the capital stock and the conversion of outstanding shares adopted pursuant to Section 65 of the Constituent Legislation (the "**Capital Stock Resolution**"), is composed of an unlimited number of qualifying shares, Class A capital shares and Class B capital shares to which members of Caisse centrale have subscribed. These shares can be paid in full or in instalments in accordance with their payment terms and in the cases determined by resolution of the Board of Directors of Caisse centrale. As a financial services cooperative governed by the Caisses Act, shares of capital stock can be issued to Caisse centrale's members only, are transferable among its members only with the authorization of the Board of Directors of Caisse centrale (except for qualifying shares which are not transferable) and cannot be subscribed therefore to or issued to the public.

The qualifying shares have an issue price of \$5.00 each and are reimbursed only in the event of the winding-up, insolvency or dissolution of Caisse centrale. The qualifying shares are redeemable only in the event of the withdrawal, exclusion, winding-up, insolvency or dissolution of the member. The capital shares have a par value of \$1,000 each and are reimbursed only in the event of the winding-up, insolvency or dissolution of Caisse centrale. The capital shares are redeemable with the authorization of the Autorité des marchés financiers (Québec). Desjardins General Insurance Group Inc., Desjardins Financial Security, Life Assurance Company and Desjardins Trust Inc. hold the qualifying shares.

Caisse centrale's capital shares are held by (i) the Fédération which, with its member Caisses, is a full member of Caisse centrale under its Constituent Legislation and (ii) Caisse Populaire Groupe Financier Ltée (an entity resulting from the merger between the caisses of Manitoba and of the Fédération of caisses populaires of Manitoba), La Fédération des caisses populaires de l'Ontario Inc. and the Fédération des caisses populaires acadiennes Ltée, which are auxiliary members of Caisse centrale. In accordance with cooperative principles and the provisions of the Caisses Act, voting rights are attributable to membership, not shares. Voting is expressed through the caisses' representatives or delegates and not by proxies representing the number of shares held.

On each of 26 June 2015 (300,000 shares), 22 December 2014 (200,000 shares), 18 March 2014 (400,000 shares), 26 June 2013 (300,000 shares), 28 November 2011 (300,000 shares), 30 June 2010 (300,000 shares), 30 September 2008 (100,000 shares), 31 March 2008 (200,000 shares), 21 September 2007 (100,000 shares), 29 November 2006 (100,000 shares), 19 April 2006 (121,000 shares), 23 June 2003 (155,000 shares) and 1 July 2001 (511,203 shares), Caisse centrale issued to its members a total of 3,087,203 Class A capital shares with a par value of C\$1,000 each, all of which were fully paid, for a total consideration of C\$3,087,203,000. As of the date hereof, there were 3,087,203 Class A capital shares issued and outstanding and 600 qualifying shares issued. No Class B capital shares have been issued or are outstanding as at the date hereof. Neither the Class A capital shares nor the qualifying shares carry the right to vote.

The following table sets forth information with respect to beneficial ownership of or control over more than 10% of the Class A capital shares of Caisse centrale:

<b><u>Name and Address</u></b>	<b><u>Number of Capital A Shares</u></b>	<b><u>Percentage of Outstanding Shares</u></b>
Fédération des caisses Desjardins du Québec 100, Rue des Commandeurs Lévis, Québec G6V 7N5	2,930,630	94.93%

### **Material Contracts**

Caisse centrale has not entered into any contracts outside the ordinary course of business of Caisse centrale's business which could result in it or any member of the Desjardins Group being under an obligation or entitlement that is material to Caisse centrale's ability to meet its obligations in respect of any Notes to be issued by Caisse centrale other than, with respect to any Notes, the Programme Agreement described in "*Subscription and Sale and Transfer and Selling Restrictions*" and the Bearer Notes Agency Agreement and Registered Notes Agency Agreement described in "*Terms and Conditions of the Notes*."

### **Issuer Credit Ratings**

Each of Caisse centrale's debt securities ratings as at the date of this Base Prospectus are listed below.

<b>Rating Agency</b>	<b>Medium and Long Term Senior Debt (Outlook/Watch)</b>	<b>Short Term Senior Debt (Outlook/Watch)</b>
Moody's Canada	Aa2 (Negative)	P-1*
S&P USA	A+ (Stable)	A-1 (Stable)
Fitch	AA- (Stable)	F1+ (Stable)
DBRS	AA (Negative)	R-1 (high) (Negative)

\* Short term debt ratings are not assigned an outlook by Moody's Canada.

Each of S&P USA, Moody's Canada, Fitch and DBRS is established outside of the EU but its respective EU credit rating agency affiliate: (i) is established in the EU; (ii) is registered under the CRA Regulation; and (iii) in the case of S&P USA, Moody's Canada, Fitch and DBRS, has indicated an intention to endorse the credit ratings of S&P USA, Moody's Canada, Fitch or DBRS, respectively. See also "Credit Rating Agencies" on page x.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the issuing rating agency.

## **DESJARDINS GROUP**

Founded in 1900, the Desjardins Group is an institutional network of financial services cooperatives. It is the leading cooperative financial group in Canada. The organization brings together 335 caisses in Québec and Ontario, Fédération des caisses Desjardins du Québec and its subsidiaries (including Capital Desjardins inc.), Caisse centrale, La Fédération des caisses populaires de l'Ontario Inc. and the Fonds de sécurité Desjardins. A number of its subsidiaries and components are active across Canada. Desjardins Group's "Personal and Business and Institutional Services", "Wealth Management and Life and Health Insurance", and "Property and Casualty Insurance" business segments offer a full range of financial products and services tailored to the needs of its members and clients, individuals and businesses alike. As one of the largest employers in Canada, Desjardins Group builds on the skills of more than 47,000 employees and the commitment of over 4,800 elected officers. The Desjardins Group is not a legal entity itself but is the term used to describe the numerous legal entities that form the group, as more fully described in this section.

The Québec caisses are autonomous legal entities organized as financial services cooperatives governed by the Caisses Act and grouped together as members of the Federation. Under the Caisses Act, every Québec caisse must be a member of the Federation to be constituted initially and to maintain its existence. The caisses are grouped together as members of the Federation and, together with the Federation, form a network of financial services cooperatives. As a general rule, the activities of a caisse are exercised mainly with and for its members, which are either individuals or entities that open an account and purchase a qualifying share of the caisse. In general, the members of the caisses are residents of Canada. The Desjardins Group also includes La Fédération des caisses populaires de l'Ontario Inc. and its member caisses, Fonds de Sécurité Desjardins, Capital Desjardins inc., Groupe Technologies Desjardins inc., Desjardins Financial Holding Inc. and its subsidiaries, namely Desjardins Trust Inc., Desjardins Securities Inc., and Desjardins Financial Corporation Inc. and its own subsidiaries, namely Desjardins Global Asset Management Inc., Desjardins General Insurance Group Inc., Desjardins Financial Security Life Assurance Company, and Western Financial Group Inc.

The Federation is a distinct legal entity, which is governed by the Constituent Legislation and the Caisses Act, and acts as the coordinating organization of its member caisses and the affiliated institutions and entities of Desjardins Group, including Caisse centrale. In this capacity, the Federation, on behalf of its member caisses, is the primary counterparty to Caisse centrale in connection with Caisse centrale's funding, hedging and other services to the caisse network. It promotes the development and efficiency of its member caisses by providing them with various technical, administrative and financial services. The Federation also acts as a control and supervisory body over Caisse centrale and the caisse network. The Constituent Legislation and the Caisses Act confer broad rule-making powers upon the Federation, in particular with respect to its member caisses' (including Caisse centrale) adequacy of capital base, reserves, liquid assets, and their credit and investment activities. The Federation is responsible for inspecting and auditing the caisses. The Federation is managed by its Board of Directors and the Board of Ethics and Professional Conduct in the manner contemplated by the Constituent Legislation and the Caisses Act. The Autorité des marchés financiers (Québec) is the governmental regulatory agency responsible for the annual inspection and supervision of Desjardins Group and Caisse centrale's financial disclosure controls and procedures.

The Issuer, as treasurer and financial agent of the Desjardins Group, plays an important function within the Desjardins Group. As a result, through an equity maintenance agreement (the “**EMA**”), the Federation and the Fédération des caisses populaires de l’Ontario Inc., as members that hold shares of Caisse centrale’s capital stock and are part of the Desjardins Group, have formally undertaken to maintain Caisse centrale’s capital base at a level that satisfies the requirements for a domestic systemically important financial institution set by the Autorité des marchés financiers (Québec) (the “**Autorité**”) namely to maintain its ratios above the following thresholds:

- Leverage ratio: minimum level exceeding minimum regulatory requirements by 0.5%;
- Tier 1A capital ratio: minimum level of 8%;
- Tier 1 capital ratio: minimum level of 9.5%; and
- Total capital ratio: minimum level of 11.5%.

The members of Caisse centrale, in turn, depend on interest and other payments from their respective member caisses and the other members of the Desjardins Group for their income and also have the power to make capital calls on their respective member caisses where necessary and as applicable. The EMA and Caisse centrale’s role in the Desjardins Group enables Caisse centrale to achieve higher credit ratings than would otherwise apply to it as a stand-alone entity. The Desjardins Group is also important to Caisse centrale in that a significant portion of Caisse centrale’s cash flow and income is derived from its loans and other relationships with the Federation and to a lesser degree other members of the Desjardins Group. Accordingly, while the Federation and the other members of the Desjardins Group in no way guarantee any payments under the Notes, the Desjardins Group’s overall strength is nonetheless important information for investors.

**NOTES ISSUED UNDER THE PROGRAMME ARE OBLIGATIONS OF CAISSE CENTRALE ONLY AND ARE NOT GUARANTEED BY DESJARDINS GROUP, THE FEDERATION OR ANY OTHER AFFILIATE OF CAISSE CENTRALE. THE EMA IS NOT IN ANY WAY A GUARANTEE OF THE NOTES, AND INVESTORS IN THE NOTES WILL NOT HAVE ANY RIGHTS AS THIRD PARTY BENEFICIARIES OR OTHERWISE UNDER THE EMA AND WILL NOT HAVE ANY RIGHT TO BENEFIT FROM ANY GUARANTEE OR ANY OTHER FORM OF CREDIT SUPPORT OR RECEIVE ANY OTHER PAYMENT IN RESPECT OF THE NOTES FROM, IN EACH CASE, DESJARDINS GROUP, THE FEDERATION OR ANY OTHER AFFILIATE OF CAISSE CENTRALE. SEE “RISK FACTORS – CAISSE CENTRALE IS THE SOLE OBLIGOR OF THE NOTES”.**

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Dealers have, in a Programme Agreement amended and restated as of 1 April 2016 (as amended from time to time) (the “**Programme Agreement**”), agreed with Caisse centrale a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will, *inter alia*, make provision for the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by Caisse centrale in respect of such purchase. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

Certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, Caisse centrale and its affiliates in the ordinary course of business without regard to the Noteholders. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers without regard to the effect on Caisse centrale’s business or profitability or the Noteholders. Such investments and securities activities may involve securities and/or instruments of Caisse centrale or its affiliates. If any Dealers or their affiliates have a lending relationship with Caisse centrale, certain of those Dealers and their affiliates routinely hedge, and certain other of those Dealers and their affiliates may hedge, their credit exposure to Caisse centrale consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which would consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially any Notes issued under the Programme. Any such short positions could adversely affect future trading prices of any Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### Canada

While the Senior Notes are exempted from the prospectus requirement under the securities laws of any province or territory of Canada, the Subordinated Notes have not been and will not be qualified for sale under such laws.

If the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement specify “Canadian Sales permitted”, each Dealer will be required to agree that it will offer, sell and distribute such Notes only in compliance with the securities laws of Canada or any province or territory thereof and subject to the consent of the Issuer for each such offer, sale and distribution.

If the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement specify “Canadian Sales not permitted”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or delivered, and that it will not offer, sell, distribute or deliver any Notes, directly or indirectly, in Canada or to, or for the benefit of any resident thereof.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, not to distribute or deliver this Base Prospectus, or any other offering material relating to the Notes, in Canada in contravention of the securities laws of Canada or any province or territory thereof.

## **United States**

### ***Transfer Restrictions***

Each purchaser of Registered Notes (other than a person purchasing an interest in a Global Registered Note with a view to holding it in the form of an interest in the same Global Note) or person wishing to transfer an interest from one Global Registered Note to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 501 under the Securities Act, Rule 144A or in Regulation S are used herein as defined therein):

- (a) that (i) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A; or (ii) it is outside the United States and is not U.S. person and is acting in reliance upon Regulation S under the Securities Act;
- (b) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any applicable U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth in this section;
- (c) it agrees that Caisse centrale has no obligation to register the Notes under the Securities Act;
- (d) that, unless it holds an interest in a Regulation S Global Note and is a person located outside the United States and is not U.S. person (within the meaning of Regulation S), if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so only, prior to the date which is one year after the later of the last Issue Date for the Series and the last date on which Caisse centrale or an affiliate of Caisse centrale was the owner of such Notes, (a) to Caisse centrale or any affiliate thereof, (b) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (c) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (d) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (e) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;
- (e) it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (d) above, if then applicable;



- (f) that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
- (g) that either (A) it is not and for so long as it holds a Note (or any interest therein) will not be (i) an “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (ii) a “plan” as defined in and subject to Section 4975 of the Code, (iii) an entity whose underlying assets include the assets of any such employee benefit plan subject to ERISA or other plan subject to Section 4975 the Code, or (iv) a governmental or other benefit plan which is subject to any U.S. federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code or (B) its purchase and holding of the Notes will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of such a governmental or other employee benefit plan, will not violate any substantially similar U.S. federal, state or local law;
- (h) that the Global Registered Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by Caisse centrale:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE “AGENCY AGREEMENT”) AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH NOTES, AND OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE

STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

BY ITS PURCHASE AND HOLDING OF THIS NOTE (OR ANY INTEREST THEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT BE (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL OR OTHER BENEFIT PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS PURCHASE AND HOLDING OF THIS NOTE WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF SUCH GOVERNMENTAL OR OTHER EMPLOYEE BENEFIT PLAN, WILL NOT VIOLATE ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE OR LOCAL LAW.

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISION OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A."

- (i) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the completion of the distribution of the Tranche of Notes of

which such Notes are a part, as determined and certified by the relevant Dealer, in the case of non-syndicated issue, or the Lead Manager, in the case of syndicated issue), it will do so only (a)(i) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (ii) in the case of Registered Notes only, to a QIB in compliance with Rule 144A and (b) in accordance with all applicable U.S. state securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by Caisse centrale:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE “AGENCY AGREEMENT”) AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OR REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

BY ITS PURCHASE AND HOLDING OF THIS NOTE (OR ANY INTEREST THEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT BE (I) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), THAT IS SUBJECT TO TITLE I OF ERISA, (II) A “PLAN” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL OR OTHER BENEFIT PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) ITS PURCHASE AND HOLDING OF THIS NOTE WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF SUCH A GOVERNMENTAL OR OTHER EMPLOYEE BENEFIT PLAN, WILL NOT VIOLATE ANY SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE OR LOCAL LAW.”; and

- (j) that Caisse centrale, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of

such acknowledgements, representations or agreements made by it are no longer accurate, it will promptly notify Caisse centrale; and if it is acquiring any Notes as fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sales of Registered Notes in the United States to any one purchaser will be for less than the minimum Specified Denomination set forth in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement in respect of the relevant Registered Notes. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least an amount equal to the applicable minimum purchase price set forth in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement in respect of the relevant Registered Notes.

Dealers may arrange for the resale of Registered Notes to QIBs pursuant to Rule 144A and each such purchaser of Registered Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Registered Notes which may be purchased by a QIB pursuant to Rule 144A will be US\$200,000 (or the approximate equivalent in another Specified Currency) unless the minimum Specified Denomination specified in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement indicates otherwise.

### ***Selling Restrictions***

Regulation S, Category 2, Rule 144A and/or Regulation S eligible if specified in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement.

The Notes have not been and will not be registered under the Securities Act or any U.S. state securities laws and may not be offered or sold within the United States or its territories or possessions or to or for the account or benefit of U.S. persons (within the meaning of Regulation S) and the Securities Act except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder. The applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement will identify whether TEFRA D Rules or TEFRA C Rules apply or whether it is an Excluded Transfer.

In connection with any Notes (including Registered Notes) which are offered or sold outside the United States in reliance on Regulation S, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulations S Notes (i) as part of its distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Tranche of Notes of which such Notes are a part, as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the lead

manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until forty days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

Dealers may arrange for the resale of Registered Notes to QIBs pursuant to Rule 144A and each such purchaser of Registered Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Registered Notes which may be purchased by a QIB pursuant to Rule 144A will be the minimum Specified Denomination specified in the applicable Final Terms or, in the case of Exempt Notes, the Pricing Supplement in U.S. dollars (or the approximate equivalent in another Specified Currency).

#### **Public Offer Selling Restriction under the Prospectus Directive**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the publication by the Issuer or any Dealer of a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in the Relevant Member State.

## **United Kingdom**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business, and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by Caisse centrale;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to Caisse centrale; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## **Hong Kong**

In relation to each Tranche of Notes issued by Caisse centrale each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (A) it has not offered or sold and will not offer or sell in Hong Kong Special Administrative Region of the People's Republic of China (“Hong Kong”), by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any rules made under that Ordinance; (b) in other circumstances which do not result in the document being a prospectus as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the

Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of that Ordinance; or (c) Instruments which are a “structured product” as defined in the Securities and Futures Ordinance; and

- (B) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any rules made thereunder.

## **France**

This Prospectus has not been submitted for clearance to the *Autorité des marchés financiers* in France.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes, and that such offers, sales and distributions have been and shall be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), as defined in, and in accordance with, Articles L.411-2-II-1 and D.321-1 of the French *Code monétaire et financier* and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, other than individuals, as defined in, and in accordance with, Articles L.411-2-II-2, D.411-1 D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*.

## **The Netherlands**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any Notes will only be offered in The Netherlands to Qualified Investors (as defined in the Prospectus Directive), unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

## **Republic of Italy**

As of the date of this Base Prospectus, Caisse centrale is not licensed to “collect deposits and other funds with the obligation to reimburse” in Italy in accordance with the provisions of Legislative Decree No. 385 of 1 September 1993, as amended, and therefore, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy until such license has been obtained.

## Japan

No registration pursuant to article 4, paragraph 1 of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the “**FIEA**”) has been made or will be made with respect to the Notes. Accordingly, each Dealer has represented and agreed, and each other Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Law No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

## Singapore

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the “**Securities and Futures Act**”). Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may not be offered or sold or caused to be made the subject of an invitation for subscription or purchase nor may the Base Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act) pursuant to Section 274 of the Securities and Futures Act, (b) to a relevant person or to any person pursuant to Section 275(1) of the Securities and Futures Act or to any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (however described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the Securities and Futures Act except:



- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the Securities and Futures Act, or (in the case of such corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the Securities and Futures Act or (in the case of such trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the Securities and Futures Act; or
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law; or
- (4) pursuant to Section 276(7) of the Securities and Futures Act; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

### **General**

No action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit an offer of the Notes to the public, or possession or distribution of this Base Prospectus or of any other offering material in such country or jurisdiction where action for that purpose is required.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief after making reasonable investigation) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers or sells Notes or possesses or distributes this Base Prospectus, any Final Terms, Pricing Supplement or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither Caisse centrale nor any other Dealer shall have any responsibility therefor.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as Caisse centrale and such Dealer shall agree.

These selling restrictions will be deemed to be modified by the agreement of Caisse centrale and the relevant Dealer following a change in a relevant law or regulation and such amendments may be specified in a supplement to this Base Prospectus or, in the case of Exempt Notes, a Pricing Supplement.

Neither Caisse centrale nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

## TAXATION

### Canada

The following summary describes the principal income tax considerations as of the date of this Base Prospectus under the laws of Canada and the Province of Québec generally applicable to a holder of Notes who acquires, as a beneficial owner, Notes, including entitlements to all payments thereunder, pursuant to this Base Prospectus, and who, at all relevant times, for the purposes of the *Income Tax Act* (Canada) (the “**Act**”) and any applicable income tax convention, (i) is not resident and is not deemed to be resident in Canada, (ii) deals at arm’s length with Caisse centrale and any Canadian resident (or deemed Canadian resident) to whom the holder assigns or otherwise transfers the Notes, (iii) does not use or hold and is not deemed to use or hold Notes in or in the course of carrying on a business in Canada, (iv) does not receive any payment of interest (including any amounts deemed to be interest) on Notes in respect of a debt or other obligation to pay an amount to a person with whom the Caisse centrale does not deal at arm’s length, (v) is not an “authorized foreign bank” (as defined in the Act), (vi) is not a “registered non-resident insurer” (as defined in the Act), (vii) is not an insurer carrying on an insurance business in Canada and elsewhere, and (viii) is not a “specified shareholder” (as defined in subsection 18(5) of the Act) and deals at arm’s length with each person who is a “specified shareholder” of Caisse centrale for purposes of the thin capitalization rules in the Act (a “**Non-resident Holder**”).

This summary is based upon the provisions of the Act and the *Taxation Act* (Québec) in force on this date and any regulations thereunder, proposed amendments thereto in a form publicly announced prior to the date hereof and the current administrative policies and practices published by the Canada Revenue Agency and the Agence du revenu du Québec. This summary takes into account all specific proposals to amend the Act, the *Taxation Act* (Québec) and regulations publicly announced by or on behalf of the Minister of Finance (Canada) or the Minister of Finance (Québec) prior to the date hereof (the “**Proposed Amendments**”) and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law, or administrative policy or assessing practice whether by legislative, regulatory, administrative or judicial action, nor does it take into account foreign or any other Canadian provincial or territorial income tax legislation. Subsequent developments could have a material effect on the following description.

The Canadian federal income tax considerations applicable to particular Notes may be described in the Drawdown Prospectus or, in the case of Exempt Notes, Pricing Supplement relevant to such Notes, in which case the following summary will be superseded thereby to the extent indicated in such Drawdown Prospectus or Pricing Supplement.

**This summary is of a general nature only and is not, and should not be construed to be, legal or tax advice to any particular holder of Notes. This summary is not exhaustive of all Canadian federal and provincial income tax considerations. Accordingly, prospective purchasers of Notes should consult their tax advisers for advice regarding the income tax considerations applicable to them.**

Interest paid or credited or deemed to be paid or credited by Caisse centrale on a Note (including amounts on account of or in lieu of, or in satisfaction of, interest) to a Non-resident Holder will not be subject to Canadian non-resident withholding tax, unless any portion of such interest (other than on a “prescribed obligation” described below) is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class or series of shares of the capital stock of a corporation (“**Participating Debt Interest**”). A “**prescribed obligation**” is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding which adjustment is determined by reference to a change in the purchasing power of money and no amount payable in respect thereof, other than an amount determined by reference to a change in the purchasing power of money, is contingent or dependent upon any of the criteria described in the definition of Participating Debt Interest. *If any interest to be paid or credited on a Note, or any portion of the nominal amount of such a Note in excess of its issue price, is to be calculated by reference to an index or formula, such interest or principal, as the case may be, may be subject to Canadian non-resident withholding tax.*

In the event that a Note which is not exempt from Canadian non-resident withholding tax under its terms is redeemed, cancelled, repurchased, as applicable, or, purchased by Caisse centrale or any other person resident or deemed to be resident in Canada from a Non-resident Holder or is otherwise assigned or transferred by a Non-resident Holder to a person resident or deemed to be resident in Canada for an amount which exceeds, generally, the issue price thereof or in certain cases the price for which such Note was assigned or transferred to the Non-resident Holder by a person resident or deemed to be resident in Canada, the excess may be deemed to be interest and may, together with any interest that has accrued or is deemed to have accrued on the Note to that time, be subject to Canadian non-resident withholding tax if the Note is not considered an “excluded obligation” for the purposes of the Act and such interest or deemed interest is Participating Debt Interest. A Note that was issued for an amount not less than 97% of the principal amount (as defined for the purposes of the Act) of the Notes, and the yield from which, expressed in terms of an annual rate (determined in accordance with the Act) on the amount for which the Note was issued does not exceed  $\frac{4}{3}$  of the interest stipulated to be payable on the Note, expressed in terms of an annual rate on the outstanding principal amount from time to time, will be an excluded obligation for this purpose, if the Note is not an “indexed debt obligation”. An “**indexed debt obligation**” is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding that is determined by reference to a change in the purchasing power of money.

Generally, under the laws of Canada and of Québec, there are no estate taxes or succession duties imposed in respect of interest or principal paid or credited in respect of the Notes and there are no other taxes on income (including taxable capital gains) payable by a Non-resident Holder in respect of the holding or disposition of a Note.

### **Certain U.S. Federal Income Tax Considerations**

The following summary describes certain U.S. federal income tax consequences relevant to the purchase, ownership, and disposition of the Notes. This summary applies only to holders that acquire their Notes in this offering for a price equal to the original offering price and hold such Notes as capital

assets, within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”). This discussion is based upon current provisions of the Code, existing and proposed Treasury Regulations thereunder, current administrative rulings, judicial decisions and other applicable authorities. All of the foregoing are subject to change, which change may apply retroactively and could affect the continued validity of this summary. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than the U.S. federal government.

This discussion does not purport to deal with all aspects of U.S. federal income taxation that may be relevant to the note holders in light of their personal investment circumstances nor, except for limited discussions of particular topics, to holders subject to special treatment under the U.S. federal income tax laws, including: financial institutions; life insurance companies; securities dealers or traders electing mark-to-market treatment; certain governmental entities; partnerships or any entities treated as partnerships for U.S. federal income tax purposes; nonresident alien individuals and foreign corporations; tax-exempt organizations; persons that hold the Notes as a position in a “straddle” or as part of a synthetic security or “hedge,” “conversion transaction” or other integrated investment; persons that have a “functional currency” other than the U.S. dollar; investors in pass-through entities that hold Notes; investors liable for the alternative minimum tax; and United States expatriates.

This general summary deals only with certain U.S. federal income tax considerations relating to the purchase, ownership, and disposition of certain Notes in registered form with a maturity date not more than 30 years after issuance. This summary does not discuss the tax treatment of certain Notes, such as Zero Coupon Notes and Bearer Notes. In general, U.S. federal income tax law imposes significant limitations on U.S. holders of Bearer Notes. U.S. holders should consult their tax advisors regarding the U.S. federal income and other tax consequences of the acquisition, ownership and disposition of Zero Coupon Notes and Bearer Notes.

In addition, persons considering the purchase of the Notes should consult their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

As used in this section, a “U.S. holder” is a beneficial owner of a Note that is treated for U.S. federal income tax purposes as:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) organized under the laws of the United States or any State (or the District of Columbia);
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (1) a U.S. court is able to exercise primary supervision over the trust’s administration and any one or more U.S. persons (as defined in Section 7701(a)(30) of the Code (a “**U.S. person**”)) are authorized to control all substantial decisions of the trust, or (2) the trust has in effect a valid election to be treated as a U.S. person for U.S. federal income tax purposes.

A “**Non-U.S. holder**” is a beneficial owner of a Note that is treated for U.S. federal income tax purposes as:

- a nonresident alien individual;
- a foreign corporation;
- an estate that is not subject to U.S. federal income tax on a net income basis; or
- a trust if (1) no U.S. court can exercise primary supervision over the trust’s administration or no U.S. person and no group of such persons is authorized to control all substantial decisions of the trust, and (2) the trust has no election to be treated as a U.S. person in effect.

If a partnership (or an entity treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of a Note, the treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A beneficial owner of a Note that is a partnership, and partners in such a partnership, should consult with their tax advisors about the U.S. federal income tax consequences of holding and disposing of such note.

## **U.S. Tax Treatment of U.S. Holders of Notes**

### ***Payments of Stated Interest***

Interest paid on a Note will be taxable to a U.S. holder as ordinary interest income at the time it accrues or is received in accordance with the U.S. holder’s method of accounting for U.S. federal income tax purposes, provided that the interest is “qualified stated interest” (as defined below). Interest income earned by a U.S. holder with respect to a Note will constitute foreign source income for U.S. federal income tax purposes, which may be relevant in calculating the U.S. holder’s foreign tax credit limitation. The rules regarding foreign tax credits are complex and prospective investors should consult their tax advisors about the application of such rules to them in their particular circumstances. Special rules governing the treatment of interest paid with respect to original issue discount Notes, exchangeable Notes and foreign currency Notes are described under “—*Original Issue Discount*,” “—*Contingent Payment Debt Instruments*,” and “—*Foreign Currency Notes*.”

### ***Original Issue Discount***

A Note that has an “issue price” that is less than its “stated redemption price at maturity” will be considered to have been issued at an original discount for U.S. federal income tax purposes (and will be referred to as an “**original issue discount Note**”) unless the Note satisfies a *de minimis* threshold (as described below) or is a short-term Note (as defined below). The “**issue price**” of a Note generally will be the first price at which a substantial amount of the Notes are sold to the public (which does not include sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The “**stated redemption price at maturity**” of a Note generally will equal the sum of all payments required to be made under the Note other than payments of “qualified stated interest”. “**Qualified stated interest**” is stated interest unconditionally payable (other than in debt instruments of the issuer) at least annually during the entire term of the Note and equal to the outstanding

principal balance of the Note multiplied by a single fixed rate of interest. In addition, qualified stated interest includes, among other things, stated interest on a “variable rate date instrument” that is unconditionally payable (other than in debt instruments of the issuer) at least annually at a single qualified floating rate of interest or at a rate that is determined at a single fixed formula that is based on objective financial or economic information. A rate is a qualified floating rate if variations in the rate can reasonably be expected to measure contemporaneous fluctuations in the cost of newly borrowed funds in the currency in which the Note is denominated.

If the difference between a Note’s stated redemption price at maturity and its issue price is less than a *de minimis* amount, *i.e.*, 1/4 of 1 percent of the stated redemption price at maturity multiplied by the number of complete years to maturity, then the Note will not be considered to have original issue discount. U.S. holders of Notes with a *de minimis* amount of original issue discount will include this original issue discount in income, as capital gain, on a *pro rata* basis as principal payments are made on the Note.

A U.S. holder of original issue discount Notes will be required to include any qualified stated interest payments in income in accordance with the U.S. holder’s method of accounting for U.S. federal income tax purposes. U.S. holders of original issue discount Notes that mature more than one year from their date of issuance will be required to include original issue discount in income for U.S. federal tax purposes as it accrues in accordance with a constant yield method based on a compounding of interest, regardless of whether cash attributable to this income is received.

A U.S. holder may make an election to include in gross income all interest that accrues on any Note (including stated interest, acquisition discount, original issue discount, *de minimis* original issue discount, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) in accordance with a constant yield method based on the compounding of interest, and may revoke such election only with the permission of the IRS (a “**constant yield election**”).

A Note that matures one year or less from its date of issuance (a “**short-term Note**”) will be treated as being issued at a discount and none of the interest paid on the Note will be treated as qualified stated interest. In general, a cash method U.S. holder of a short-term Note is not required to accrue the discount for U.S. federal income tax purposes unless it elects to do so. U.S. holders who so elect and certain other holders, including those who report income on the accrual method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless another election is made to accrue the discount according to a constant yield method based on daily compounding. In the case of a U.S. holder who is not required and who does not elect to include the discount in income currently, any gain realized on the sale, exchange, or retirement of the short-term Note will be ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) through the date of sale, exchange or retirement. In addition, those U.S. holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry short-term Notes in an amount not exceeding the accrued discount until the accrued discount is included in income.

The Issuer may have an unconditional option to redeem, or U.S. holders may have an unconditional option to require the Issuer to redeem, a Note prior to its stated maturity date. Under applicable

regulations, if the Issuer has an unconditional option to redeem a Note prior to its stated maturity date, this option will be presumed to be exercised if, by utilizing any date on which the Note may be redeemed as the maturity date and the amount payable on that date in accordance with the terms of the Note as the stated redemption price at maturity, the yield on the Note would be lower than its yield to maturity. If the U.S. holders have an unconditional option to require the Issuer to redeem a Note prior to its stated maturity date, this option will be presumed to be exercised if making the same assumptions as those set forth in the previous sentence, the yield on the Note would be higher than its yield to maturity. If this option is not in fact exercised, the Note would be treated solely for purposes of calculating original issue discount as if it were redeemed, and a new Note were issued, on the presumed exercise date for an amount equal to the Note's adjusted issue price on that date. The adjusted issue price of an original issue discount Note is defined as the sum of the issue price of the Note and the aggregate amount of previously accrued original issue discount, less any prior payments other than payments of qualified stated interest.

### ***Market Discount***

A U.S. holder who acquires a Note (other than a short-term Note) after the initial distribution thereof for an amount that is less than its stated redemption price at maturity or, if the Note is an original issue discount Note, an amount that is less than its adjusted issue price (*i.e.*, a discount) will be subject to the "market discount" rules of the Code, unless the amount of such discount is less than a statutorily defined *de minimis* amount.

A U.S. holder will be required to treat any principal payment (or, in the case of an original issue discount Note, any payment that does not constitute qualified stated interest) on, or any gain on the sale, exchange, retirement or other disposition of a Note, including disposition in certain nonrecognition transactions, as ordinary income to the extent of the market discount accrued on the Note at the time of the payment or disposition unless this market discount has been previously included in income by the U.S. holder pursuant to an election by the U.S. holder to include market discount in income as it accrues, or pursuant to a constant yield election by the U.S. holder as described under "*—Original Issue Discount*" above. In addition, the U.S. holder may be required to defer, until the maturity of the Note or its earlier disposition (including certain nontaxable transactions), the deduction of all or a portion of the interest expense on any indebtedness incurred or maintained to purchase or carry such Note.

If a U.S. holder makes a constant yield election (as described under "*—Original Issue Discount*") for a Note with market discount, such election will result in a deemed election for all market discount bonds acquired by the U.S. holder on or after the first day of the first taxable year to which such election applies.

### ***Acquisition Premium and Amortizable Bond Premium***

A U.S. holder who purchases a Note for an amount that is greater than the Note's adjusted issue price but less than or equal to the sum of all amounts payable on the Note after the purchase date other than payments of qualified stated interest will be considered to have purchased the Note at an acquisition premium. Under the acquisition premium rules, the amount of original issue discount that the U.S. holder must include in its gross income with respect to the Note for any taxable year will be reduced by the portion of acquisition premium properly allocable to that year.

If a U.S. holder purchases a Note for an amount that is greater than the amount payable at maturity, or on the earlier call date, in the case of a Note that is redeemable at our option, the U.S. holder will be considered to have purchased the Note with amortizable bond premium equal in amount to the excess of the purchase price over the amount payable at maturity. The U.S. holder may elect to amortize this premium, using a constant yield method, over the remaining term of the Note (where the Note is not optionally redeemable prior to its maturity date). If the Note may be optionally redeemed prior to maturity after the U.S. holder has acquired it, the amount of amortizable bond premium is determined by substituting the call date for the maturity date and the call price for the amount payable at maturity only if the substitution results in a smaller amount of premium attributable to the period before the redemption date. A U.S. holder who elects to amortize bond premium must reduce his tax basis in the Note by the amount of the premium amortized in any year. An election to amortize bond premium applies to all taxable debt obligations then owned and thereafter acquired by the U.S. holder and may be revoked only with the consent of the IRS.

If a U.S. holder makes a constant yield election (as described under “—*Original Issue Discount*”) for a Note with amortizable bond premium, such election will result in a deemed election to amortize bond premium for all of the U.S. holder’s debt instruments with amortizable bond premium.

### ***Sale, Exchange or Retirement of the Notes***

Upon the sale, exchange or retirement of a Note, a U.S. holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and the U.S. holder’s adjusted tax basis in the Note. A U.S. holder’s adjusted tax basis in a Note generally will equal the acquisition cost of the Note increased by the amount of original issue discount and market discount included in the U.S. holder’s gross income and decreased by the amount of any payment received from the Issuer other than a payment of qualified stated interest. Gain or loss, if any, will generally be U.S. source income for purposes of computing a U.S. holder’s foreign tax credit limitation. For these purposes, the amount realized does not include any amount attributable to accrued interest on the Note. Amounts attributable to accrued interest are treated as interest as described under “—*Payments of Interest*”.

Except as described below, gain or loss realized on the sale, exchange or retirement of a Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or retirement the Note has been held for more than one year. Exceptions to this general rule apply to the extent of any accrued market discount or, in the case of a short-term Note, to the extent of any accrued discount not previously included in the U.S. holder’s taxable income. See “—*Original Issue Discount*” and “—*Market Discount*”. In addition, other exceptions to this general rule apply in the case of foreign currency Notes, and contingent payment debt instruments. See “—*Foreign Currency Notes*” and “—*Contingent Payment Debt Instruments*”.

### ***Contingent Payment Debt Instruments***

If the terms of the Notes provide for certain contingencies that affect the timing and amount of payments (including Notes with a variable rate or rates that do not qualify as “variable rate debt instruments” for purposes of the original issue discount rules) they will be “contingent payment debt instruments” for U.S. federal income tax purposes. Under the rules that govern the treatment of contingent payment debt instruments, no payment on such Notes qualifies as qualified stated interest.



Rather, a U.S. holder must account for interest for U.S. federal income tax purposes based on a “comparable yield” and the differences between actual payments on the Note and the Note’s “projected payment schedule” as described below. The comparable yield is determined by the Issuer at the time of issuance of the Notes. The comparable yield may be greater than or less than the stated interest, if any, with respect to the Notes. Solely for the purpose of determining the amount of interest income that a U.S. holder will be required to accrue on a contingent payment debt instrument, the Issuer will be required to construct a “projected payment schedule” that represents a series of payments the amount and timing of which would produce a yield to maturity on the contingent payment debt instrument equal to the comparable yield. The applicable Final Terms will either set forth the comparable yield and projected payment schedule or it will provide instructions as to how and where a U.S. holder may obtain such information.

Neither the comparable yield nor the projected payment schedule constitutes a representation by the Issuer regarding the actual amount, if any, that the contingent payment debt instrument will pay.

For U.S. federal income tax purposes, a U.S. holder will be required to use the comparable yield and the projected payment schedule established by the Issuer in determining interest accruals and adjustments in respect of an optionally exchangeable Note treated as a contingent payment debt instrument, unless the U.S. holder timely discloses and justifies the use of a different comparable yield and projected payment schedule to the IRS.

A U.S. holder, regardless of the U.S. holder’s method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on a contingent payment debt instrument at the comparable yield, adjusted upward or downward to reflect the difference, if any, between the actual and the projected amount of any contingent payments on the contingent payment instrument (as set forth below).

A U.S. holder will be required to recognize interest income equal to the amount of any net positive adjustment, *i.e.*, the excess of actual payments over projected payments, in respect of a contingent payment debt instrument for a taxable year. A net negative adjustment, *i.e.*, the excess of projected payments over actual payments, in respect of a contingent payment debt instrument for a taxable year:

- will first reduce the amount of interest in respect of the contingent payment debt instrument that a U.S. holder would otherwise be required to include in income in the taxable year; and
- to the extent of any excess, will give rise to an ordinary loss equal to so much of this excess as does not exceed the excess of:
  - the amount of all previous interest inclusions under the contingent payment debt instrument over
  - the total amount of the U.S. holder’s net negative adjustments treated as ordinary loss on the contingent payment debt instrument in prior taxable years.

A net negative adjustment is not subject to the two percent floor limitation imposed on miscellaneous deductions. Any net negative adjustment in excess of the amounts described above will be carried

forward to offset future interest income in respect of the contingent payment debt instrument or to reduce the amount realized on a sale, exchange or retirement of the contingent payment debt instrument. Where a U.S. holder purchases a contingent payment debt instrument for a price other than its adjusted issue price, the difference between the purchase price and the adjusted issue price must be reasonably allocated to the daily portions of interest or projected payments with respect to the contingent payment debt instrument over its remaining term and treated as a positive or negative adjustment, as the case may be, with respect to each period to which it is allocated.

Upon a sale, exchange or retirement of a contingent payment debt instrument, a U.S. holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and the U.S. holder's adjusted basis in the contingent payment debt instrument. A U.S. holder's adjusted basis in a Note that is a contingent payment debt instrument generally will be the acquisition cost of the Note, increased by the interest previously accrued by the U.S. holder on the Note under these rules, disregarding any net positive and net negative adjustments, and decreased by the amount of any noncontingent payments and the projected amount of any contingent payments previously made on the Note to the U.S. holder. A U.S. holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions in excess of the total net negative adjustments previously taken into account as ordinary losses, and the balance as capital loss. The deductibility of capital losses is subject to limitations. In addition, if a U.S. holder recognizes loss above certain thresholds, the U.S. holder may be required to file a disclosure statement with the IRS (as described under "*Reportable Transactions*").

A U.S. holder will have a tax basis in any property, other than cash, received upon the retirement of a contingent payment debt instrument including in satisfaction of a conversion right or a call right equal to the fair market value of the property, determined at the time of retirement. The U.S. holder's holding period for the property will commence on the day immediately following its receipt.

### ***Foreign Currency Notes***

The following discussion summarizes the principal U.S. federal income tax consequences to a U.S. holder of the ownership and disposition of Notes that are denominated in a specified currency other than the U.S. dollar or the payments of interest or principal on which are payable in a currency other than the U.S. dollar ("**foreign currency Notes**").

The rules applicable to foreign currency Notes could require some or all gain or loss on the sale, exchange or other disposition of a foreign currency Note to be recharacterized as ordinary income or loss. The rules applicable to foreign currency Notes are complex and may depend on the U.S. holder's particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a U.S. holder should make any of these elections may depend on the U.S. holder's particular U.S. federal income tax situation. **U.S. holders are urged to consult their own tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of foreign currency Notes.**

A U.S. holder who uses the cash method of accounting and who receives a payment of qualified stated interest in a foreign currency with respect to a foreign currency Note will be required to include in income the U.S. dollar value of the foreign currency payment (determined on the date the payment is

received) regardless of whether the payment is in fact converted to U.S. dollars at the time, and this U.S. dollar value will be the U.S. holder's tax basis in the foreign currency. A cash method U.S. holder who receives a payment of qualified stated interest in U.S. dollars pursuant to an option available under such foreign currency Note will be required to include the amount of this payment in income upon receipt.

An accrual method U.S. holder will be required to include in income the U.S. dollar value of the amount of interest income (including original issue discount or market discount, but reduced by acquisition premium and amortizable bond premium, to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a foreign currency Note during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. The U.S. holder will recognize ordinary income or loss with respect to accrued interest income on the date the income is actually received. The amount of ordinary income or loss recognized will equal the difference between the U.S. dollar value of the foreign currency payment received (determined on the date the payment is received) in respect of the accrual period (or, where a U.S. holder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above). Rules similar to these rules apply in the case of a cash method taxpayer required to currently accrue original issue discount or market discount.

An accrual method U.S. holder may elect to translate interest income (including original issue discount) into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S. holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

Original issue discount, market discount, acquisition premium and amortizable bond premium on a foreign currency Note are to be determined in the relevant foreign currency. Where a U.S. holder elects to include market discount in income currently, the amount of market discount will be determined for any accrual period in the relevant foreign currency and then translated into U.S. dollars on the basis of the average rate in effect during the accrual period. Exchange gain or loss realized with respect to such accrued market discount shall be determined in accordance with the rules relating to accrued interest described above.

If an election to amortize bond premium is made, amortizable bond premium taken into account on a current basis shall reduce interest income in units of the relevant foreign currency. Exchange gain or loss is realized on amortized bond premium with respect to any period by treating the bond premium amortized in the period in the same manner as on the sale, exchange or retirement of the foreign currency Note. Any exchange gain or loss will be ordinary income or loss as described below. If the election is not made, any loss realized on the sale, exchange or retirement of a foreign currency Note with amortizable bond premium by a U.S. holder who has not elected to amortize the premium will be a capital loss to the extent of the bond premium.

A U.S. holder's tax basis in a foreign currency Note, and the amount of any subsequent adjustment to the U.S. holder's tax basis, will be the U.S. dollar value amount of the foreign currency amount paid for

such foreign currency Note, or of the foreign currency amount of the adjustment, determined on the date of the purchase or adjustment. A U.S. holder who purchases a foreign currency Note with previously owned foreign currency will recognize ordinary income or loss in an amount equal to the difference, if any, between such U.S. holder's tax basis in the foreign currency and the U.S. dollar fair market value of the foreign currency Note on the date of purchase.

Gain or loss realized upon the sale, exchange or retirement of a foreign currency Note that is attributable to fluctuation in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the U.S. dollar value of the foreign currency principal amount of the Note, determined on the date the payment is received or the Note is disposed of, and (ii) the U.S. dollar value of the foreign currency principal amount of the Note, determined on the date the U.S. holder acquired the Note. Payments received attributable to accrued interest will be treated in accordance with the rules applicable to payments of interest on foreign currency Notes described above. The foreign currency gain or loss will be recognized only to the extent of the total gain or loss realized by the U.S. holder on the sale, exchange or retirement of the foreign currency Note. The source of the foreign currency gain or loss will be determined by reference to the residence of the U.S. holder or the "qualified business unit" of the U.S. holder on whose books the foreign currency Note is properly reflected. Any gain or loss realized by these U.S. holders in excess of the foreign currency gain or loss will be capital gain or loss except to the extent of any accrued market discount or, in the case of a short-term foreign currency Note, to the extent of any discount not previously included in the U.S. holder's income. The deductibility of capital losses is subject to limitations. In addition, if a U.S. holder recognizes loss above certain thresholds, the U.S. holder may be required to file a disclosure statement with the IRS (as described under "—Reportable Transactions"). Holders should consult their own tax advisor with respect to the tax consequences of receiving payments in a currency different from the currency in which payments with respect to such foreign currency Note accrue.

A U.S. holder will have a tax basis in any foreign currency received on the sale, exchange or retirement of a foreign currency Note equal to the U.S. dollar value of the foreign currency, determined at the time of sale, exchange or retirement. A cash method U.S. holder who buys or sells a foreign currency Note is required to translate units of foreign currency paid or received into U.S. dollars at the spot rate on the settlement date of the purchase or sale. Accordingly, no exchange gain or loss will result from currency fluctuations between the trade date and the settlement date of the purchase or sale. An accrual method U.S. holder may elect the same treatment for all purchases and sales of foreign currency obligations provided that the foreign currency Notes are traded on an established securities market. This election cannot be changed without the consent of the IRS. Any gain or loss realized by a U.S. holder on a sale or other disposition of foreign currency (including its exchange for U.S. dollars or its use to purchase foreign currency Notes) will be ordinary income or loss.

### ***Backup Withholding and Information Reporting***

Information returns may be filed with the IRS in connection with payments on the Notes and the proceeds from a sale or other disposition of the Notes. A U.S. holder may be subject to U.S. backup withholding on these payments if it fails to provide its tax identification number to the paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to a U.S. holder will be allowed as a credit against

the U.S. holder's U.S. federal income tax liability and may entitle such U.S. holder to a refund, provided that the required information is furnished to the IRS.

### ***Reportable Transactions***

A U.S. taxpayer that participates in a "reportable transaction" will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A U.S. holder may be required to treat a foreign currency exchange loss from the Notes as a reportable transaction if the loss exceeds certain thresholds in a single taxable year. In the event the acquisition, ownership or disposition of Notes constitutes participation in a "reportable transaction" for purposes of these rules, a U.S. holder will be required to disclose its investment by filing Form 8886 with the IRS. Prospective purchasers should consult their tax advisers regarding the application of these rules to the acquisition, ownership or disposition of Notes.

### ***Information Reporting Regarding Specified Foreign Financial Assets***

Individual U.S. holders with an interest in any "specified foreign financial asset" in which the aggregate value of all such assets for any taxable year is greater than certain threshold amounts are required to file a report with the IRS with information relating to the asset. Specified foreign financial assets include any depository or custodial account held at a foreign financial institution; any debt or equity interest in a foreign financial institution if such interest is not regularly traded on an established securities market; and, if not held at a financial institution, (i) any stock or security issued by a non-United States person, (ii) any financial instrument or contract held for investment where the issuer or counterparty is a non-United States person, and (iii) any interest in an entity which is a non-United States person. Penalties apply to any failure to file a required report. Additionally, in the event a U.S. holder does not file the information report relating to disclosure of specified foreign financial assets, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. holder for the related tax year will not begin until such information report is filed. IRS Form 8938 must be used to report such information. Prospective investors should consult their own tax advisor as to the possible application to them of this information reporting requirement and related statute of limitations tolling provision.

### ***U.S. Tax Treatment of Non-U.S. Holders of Notes***

A Non-U.S. holder will be exempt from any United States federal income or withholding taxes with respect to gain derived from the sale, exchange or redemption of, or any distributions received in respect of the Notes unless such gain or distributions are effectively connected with the conduct of a United States trade or business by the Non-U.S. holder, or in the case of gain, such Non-U.S. holder is a non-resident alien individual who holds Notes as a capital asset and who is present in the United States for 183 days or more during a taxable year of the disposition, and certain other conditions are satisfied.

Payment of the proceeds from the disposition of Notes to or through the United States office of a broker is subject to information reporting and backup withholding unless the Non-U.S. holder establishes an exemption from information reporting and backup withholding.

**The United States federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a holder's particular situation.**

**Holders should consult their own tax advisors with respect to the tax consequences to them of the ownership and disposition of the Notes, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in U.S. federal or other tax laws.**

### ***Foreign Account Tax Compliance Act***

The Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act (“**FATCA**”) were enacted in March 2010 in an effort to assist the IRS in enforcing U.S. taxpayer compliance.

Among other requirements, to comply with FATCA, a “foreign financial institution” as defined under the Code (an “**FFI**”), such as the Issuer, must (i) enter into an agreement with the IRS agreeing to certain information reporting requirements (an “**FFI Agreement**”), (ii) comply with an intergovernmental agreement between the United States and the country in which it is located, or (iii) otherwise be exempt from such requirements. An FFI Agreement requires providing certain information regarding the FFI’s “U.S. account holders” (which could include holders of custodial accounts and holders of the FFI’s debt or equity (other than debt or equity interests that are “regularly traded on an established securities market”)) to the IRS. If an FFI does not comply with FATCA, a 30% withholding tax will be imposed on certain U.S. source payments to that FFI and, beginning 1 January 2019, on the disposition proceeds from the sale of assets that give rise to U.S. source dividend and interest payments (“**FATCA Withholding**”). Further, FATCA Withholding will be imposed on certain “passthru payments” (i.e., payments to a non-compliant FFI made by an FFI that has entered into an FFI Agreement. Pursuant to these rules, FATCA Withholding may be imposed on certain payments to the Issuer or on certain disposition proceeds if it does not comply with FATCA.

A withholding tax may also be imposed under FATCA on certain payments made by FFIs that have entered into FFI Agreements to (a) non-compliant FFIs (as described in the paragraph above) or (b) certain non-FFIs that do not provide adequate information to the Issuer regarding themselves or their U.S. account holders (each a “**Recalcitrant Holder**”). In the event of any such withholding tax imposed on payments to holders of Notes, there will be no “gross up” (or any other additional amount) payable by way of compensation to the holder for the deducted amount. In addition, a holder or beneficial owner of Notes that would be required to provide such necessary information must, to the extent the Issuer is subject to an applicable non-U.S. law that would otherwise prohibit the provision of information relating to the holder or beneficial owner of the Note to the IRS, (i) execute a valid waiver of such non-U.S. law or (ii) dispose of the Notes or its interest therein within a reasonable time.

The FATCA Withholding regime will apply to “foreign passthru payments” (a term not yet defined by legislation or regulation) no earlier than 1 January 2019. This withholding would potentially apply to payments in respect of (i) any Notes characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the grandfathering date, which is the later of 1 January 2019 and the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any Notes characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued before the grandfathering date, and additional Notes of the same series are issued on or after that

date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and Canada have entered into an IGA to facilitate the implementation of FATCA (the “**US-Canada IGA**”). The US-Canada IGA is based largely on the Model 1 IGA under which an FFI in Canada in compliance with the US-Canada IGA could be treated as a “Reporting Canadian Financial Institution” (“**RCFI**”) not subject to withholding under FATCA on any payments it receives. Further, such a RCFI generally would not be required to withhold under FATCA (or any law implementing an IGA) (any such withholding would constitute FATCA Withholding) from payments it makes (unless it has agreed to do so under the U.S. “qualified intermediary”, “withholding foreign partnership” or “withholding foreign trust” regimes).

The Issuer expects to be treated as a RCFI pursuant to the US-Canada IGA and does not anticipate being obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a RCFI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. Accordingly, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a RCFI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

“**Participating FFI**” means a “foreign financial institution” that is a “participating foreign financial institution” (as each such term is defined pursuant to sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, and any regulations thereunder or official interpretations thereof) as from the effective date of withholding on “foreign passthru payments” (a term not yet defined by legislation or regulation).

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

Though it is uncertain at this time how the FATCA regime will apply to Notes held through clearing systems, whilst the Notes are in global form and held within DTC, Euroclear and/or Clearstream, Luxembourg or similar clearing systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the common depositary, given that each of the entities in the payment chain between the Issuer and the clearing systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. The documentation expressly contemplates the possibility that the Notes may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive notes will only be printed in remote circumstances.

**FATCA is particularly complex and its application is uncertain. The above description is based in part on regulations, official guidance and the US-Canada IGA, all of which are subject to**

**change. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.**

#### **The Proposed Financial Transactions Tax**

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common financial transactions tax (“**FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.



## **CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFITS PLANS**

The following is a summary of certain considerations associated with the purchase of the Notes by (i) employee benefit plans that are subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (ii) plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or provisions under any other U.S. federal, state, local or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, “**Similar Laws**”), and (iii) entities whose underlying assets are considered to include “plan assets” of any such employee benefit plan, plan, account or arrangement (each, a “**Plan**”).

### ***General Fiduciary Matters***

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an “**ERISA Plan**”) and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan, or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the Notes of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary’s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

### ***Prohibited Transaction Issues***

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are “parties in interest,” within the meaning of ERISA, or “disqualified persons,” within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of Notes by an ERISA Plan with respect to which Caisse centrale, a Dealer or any of their respective affiliates is a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor has issued prohibited transaction class exemptions, or “PTCEs,” that may apply to the acquisition and holding of the Notes. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life

insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide limited relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any ERISA Plan involved in the transaction and provided further that the ERISA Plan pays no more than adequate consideration in connection with the transaction. There can be no assurance that all of the conditions of any such exemptions will be satisfied with respect to any particular transaction involving the Notes.

Because of the foregoing, the Notes should not be acquired or held by any person investing “plan assets” of any Plan, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or a similar violation of any applicable Similar Laws.

### ***Representations***

Accordingly by acceptance of a Note, each purchaser and subsequent transferee of a Note (or any interest therein) will be deemed to have represented and warranted that either (i) it is not and, for so long as it holds a Note (or any interest therein), will not be a Plan or (ii) the purchase and holding of the Note (or any interest therein) will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or similar violation under any applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering acquiring the Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the acquisition and holding of the Notes (or any interest therein).

The sale of Notes to a Plan is in no respect a representation by Caisse centrale, a Dealer or any of their respective affiliates that such an investment meets all relevant requirements with respect to investments by Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan.

## **GENERAL INFORMATION**

### **Listing and Admission to Trading on the Irish Stock Exchange**

Application has been made to the Irish Stock Exchange for Notes (other than Exempt Notes) issued under the Programme during the period of twelve months from the date of this Base Prospectus to be admitted to the Official List and trading on its regulated market.

### **Listing on Other Stock Exchanges and Admission to Other Markets**

Notes may be issued pursuant to the Programme which will not be admitted to trading on the Official List and admitted to trading and/or quotation by the regulated market of the Irish Stock Exchange or any other listing authority, stock exchange and/or quotation system or which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Issuer and the relevant Dealer(s) may agree.

### **Post-issuance Information**

Caisse centrale does not intend to provide any post-issuance information in relation to any issue of Notes. However, it will provide continuous disclosure (i) where required by the Transparency Obligations Directive or Market Abuse Directive and (ii) in respect of 144A Notes pursuant to section 144A(d)(4) of the Exchange Act. See "*Available Information under Rule 144A*".

### **Authorisation**

The update of the Programme and the issue of Notes (other than Subordinated Notes) under the Programme have been duly authorized by Caisse centrale by resolution of the Board of Directors dated 16 March 2016. The issue of Subordinated Notes will require a specific resolution of the Board of Directors to be specified in the applicable Final Terms, or in the case of Exempt Notes, Pricing Supplement. All consents, approvals, authorisations or other orders of all regulatory authorities required by Caisse centrale under the laws of Canada have been given for the issue of Notes and for Caisse centrale to undertake and perform its obligations under the Programme Agreement, the Agency Agreements and the Notes, save that the first issue of Subordinated Notes after the date hereof will require the prior approval of the Autorité des marchés financiers (Québec).

### **Clearing Systems**

The Bearer Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Registered Notes have been accepted for clearance through DTC, Euroclear and/or Clearstream, Luxembourg. The appropriate codes including the CUSIP, ISIN and/or Common Code for each Tranche allocated by DTC, Euroclear and Clearstream, Luxembourg or any other agreed clearing system will be contained in Part B of the relevant Final Terms or, in the case of Exempt Notes, in the Pricing Supplement. Settlement arrangements will be agreed between Caisse centrale, the relevant Dealer and the Agent in relation to each Tranche of Notes. Transactions will normally be effected for settlement not earlier than three days after the date of the transaction. The address of Euroclear is 3 Boulevard du Roi Albert II, B. 1210, Brussels, Belgium and the address of Clearstream, Luxembourg is 42

Avenue J.F. Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, USA.

### **No Significant Change; No Material Adverse Change**

There has been no significant change in the financial or trading position of Caisse centrale and its subsidiaries taken as a whole since 31 December 2015, the last day of the financial period in respect of which the most recent consolidated financial statements of Caisse centrale have been prepared. There has been no material adverse change in the prospects of Caisse centrale and its subsidiaries taken as a whole since 31 December 2015, the last day of the financial period in respect of which the most recently audited financial statements of Caisse centrale have been prepared.

### **Litigation**

There are no, nor have there been any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Caisse centrale is aware) which may have, or have had during the twelve months prior to the date of this Base Prospectus, individually or in the aggregate, a significant effect on the financial position or profitability of Caisse centrale or of Caisse centrale and its subsidiaries taken as a whole.

### **Auditors**

The (i) consolidated financial statements of Caisse centrale for the financial years ended 31 December 2015 and 2014 and (ii) combined financial statements of the Desjardins Group for the financial years ended 31 December 2015 and 2014, in each case prepared in accordance with IFRS, have been audited by PricewaterhouseCoopers LLP, a partnership of Chartered Professional Accountants, Montréal, Québec, who have rendered an unmodified audit opinion thereon in accordance with Canadian generally accepted auditing standards. The address of PricewaterhouseCoopers LLP is on the last page hereof. PricewaterhouseCoopers LLP have advised that they are independent with respect to Caisse centrale within the meaning of the Code of Ethics of chartered professional accountants (Québec) and they have no material interest in the Issuer.

PricewaterhouseCoopers LLP is registered as a participating audit firm with the Canadian Public Accountability Board.

### **Documents Available for Collection and Inspection**

For the life of the Programme and while any Notes are outstanding:

- (a) a copy of the original English version of the Constituent Legislation;
- (b) an accurate English translation of the Capital Stock Resolution;
- (c) the audited consolidated annual financial statements of Caisse centrale for the financial years ended 31 December 2015 and 2014 (including the auditor's reports thereon) and the most recent subsequent audited annual or unaudited interim consolidated financial statements;

- (d) the audited combined annual financial statements of the Desjardins Group for the financial years ended 31 December 2015 and 2014 (including the auditor's reports thereon) and the most recent subsequent audited or unaudited interim financial statements;
- (e) this Base Prospectus and any supplement to this Base Prospectus or further Base Prospectus;
- (f) the Final Terms and Pricing Supplements (save that Pricing Supplements will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the Issuer and the Bearer Fiscal Agent or the Registered Fiscal Agent, as applicable, as to its holding of Notes and identity);
- (g) the Programme Agreement;
- (h) the Bearer Notes Agency Agreement (which contains the forms of the global Bearer Notes and the definitive Bearer Notes and the Coupons and the Talons); and
- (i) the Registered Notes Agency Agreement (which contains the forms of the Rule 144A Global Note, DTC Regulation S Global Note, Euro Regulation S Global Note and the definitive Registered Note),

will be available for inspection in physical form at the specified office of the Bearer Fiscal Agent in London, England or the Registered Fiscal Agent in New York during normal business hours and upon reasonable notice and for collection free of charge from the registered office of Caisse centrale in Montréal, Québec, Canada.

#### **Irish Listing Agent**

The Irish Listing Agent is Arthur Cox Listing Services Limited and the address of its registered office is Arthur Cox Building, Earlsfort Terrace, Dublin 2, Ireland. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to trading on the regulated market of the Irish Stock Exchange.

**REGISTERED OFFICE OF CAISSE CENTRALE DESJARDINS**

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**Citigroup Global Markets Limited**

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Canary Wharf  
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**Commerzbank Aktiengesellschaft**

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Federal Republic of Germany

**Crédit Agricole Corporate and Investment Bank**

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London E14 4QJ  
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**DZ BANK AG**

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France

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United Kingdom

**UBS Limited**

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**BEARER FISCAL AGENT, BEARER NOTES PAYING AGENT, REGISTERED FISCAL AGENT, TRANSFER AGENT AND EUROPEAN PAYING AGENT**

**The Bank of New York Mellon, London Branch**

One Canada Square  
London E14 5AL  
United Kingdom

**EUROPEAN REGISTRAR**

**The Bank of New York Mellon (Luxembourg) S.A.**

Vertigo Building - Polaris  
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**U.S. REGISTRAR,  
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