

TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

1. Cancellation Terms:

The contract is concluded between the member and the Credit Union two (2) business days following the member's receipt of this agreement (the "Effective Date").

Unless the member notifies the Credit Union in writing within three (3) business days of the contract's Effective Date (the "Cancellation Deadline"):

- that the information shown on the agreement is not in accordance with his/her request, or
- that he/she does not accept all of the terms and conditions applicable to this agreement

the member shall be deemed to have provided the instructions indicated in this agreement and to have accepted all conditions described herein. If the member cancels the agreement before the Cancellation Deadline, the initial deposit invested by the member will be returned to him/her in full and without fees or interest.

2. Before the date of issue, the Credit Union has the right not to proceed, in whole or in part, with the issuance of the Market-linked Guaranteed Investment (the "Guaranteed Investment"). Any refused initial deposit will be returned to the member, without fees, with pre-issue interest as stipulated in section 10.
3. Where applicable, this agreement is subject to the provisions of the Application Form for an RRSP or any other plan issued and administered by Northern Credit Union that the member has already signed with the Credit Union.

TERMS AND CONDITIONS GOVERNING THE GUARANTEED INVESTMENT

4. The member agrees to make, on the date of initial deposit, a first deposit (the "Initial Deposit") on which pre-issue interest is calculated according to section 10 of this agreement.
5. On the date of issue (the "Date of Issue"), the member expressly consents that the amount of the Initial Deposit and the pre-issue interest be reinvested in the form of a Market-linked Guaranteed Investment maturing on the maturity date (the "Date of Maturity").
6. The principal of this investment is guaranteed by the Credit Union at maturity. The Guaranteed Investment may not be negotiated or redeemed, and no amount in principal and interest shall be redeemable or payable before the Date of Maturity. No secondary market exists for this Guaranteed Investment nor will one be established. The Guaranteed Investment may not be transferred, except for the estate or the legatees in the event of the death of the member and as long as the transfer is made in an account at the Credit Union.
7. This Guaranteed Investment may be hypothecated or given as security only in favour of the issuing Credit Union to the extent permitted under current legislation.
8. This Guaranteed Investment is in Canadian dollars. The redemption of the principal and the payment of interest will be made in Canadian dollars.

FEES

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

TERMS AND CONDITIONS GOVERNING THE METHOD OF CALCULATION OF INTEREST

10. For the period between the date of Initial Deposit and the Date of Issue, the interest on the Initial Deposit shall be calculated on the daily balance at the pre-issue interest rate of 1.25% per annum.

INTEREST LIMIT

11. The interest paid at maturity is subject to a maximum as described in the Investment Type selection at the top of this agreement. If the yield of the securities is higher than the maximum cumulative return at maturity, then the interest paid will match this maximum.
12. The yield of the securities does not take into account the payment of dividends or distributions on shares or other securities included in the securities.

RISK AND SUITABILITY

13. Since the return on the Guaranteed Investment is tied to changes in the market, this Guaranteed Investment carries a higher level of risk than a traditional fixed-rate investment. Ultimately, the yield based on the performance of the stock market may be nil at maturity and only the minimum guaranteed interest could be paid. This Guaranteed Investment is different from traditional fixed-rate investments because it does not guarantee a return determined in advance. Also, the yield based on the performance of the stock market can only be known for certain at maturity and is a function of the appreciation of the securities, which could be subject to major fluctuations in the capital markets. Consequently, the Credit Union can guarantee only the minimum guaranteed return at the Date of maturity.
14. The Guaranteed Investment's return at maturity will not be affected by changes in exchange rates, even if the security prices are published in foreign currencies.
15. The Guaranteed Investment is not a direct investment in the securities. Therefore, the member is not entitled to the rights or the benefits of a shareholder, such as the right to receive distributions or dividends or the right to vote or attend shareholders' meetings.
16. The cumulative return is calculated based on the average of the closing price of each security as described above. Consequently, the yield paid out at maturity may not reflect the rate of return on each security between the Date of Issue and the Date of Maturity.
17. Given the features of this kind of investment, the potential purchaser should consult his/her advisor to make sure that such an investment meets his/her investment objectives.
18. This Guaranteed Investment is a sound investment for those whose investment horizon is at least as long as the term of the Guaranteed Investment and who also intend to keep it until maturity. It is also a sound choice for those who wish to diversify their investments and who wish to gain exposure to the capital market. However, it is not suitable for those who require an income during the term.

RENEWAL AND TERMS AND CONDITIONS GOVERNING REDEMPTION OF PRINCIPAL AT MATURITY

19. On the Date of Maturity of the Guaranteed Investment, unless the Credit Union is notified to the contrary no later than the fifth (5th) business day following such date, the balance of the principal and any interest shall be reinvested in a one year redeemable term deposit paying interest at the standard rate offered by the credit union as of the maturity date.

EXTRAORDINARY EVENTS

20. The member acknowledges that a disruption on capital markets (e.g. transactions halted due to a sharp drop in or a problem with the publication of security prices), a change in the publication of security prices (e.g. a merger, a stock split), securities facing some financial hardship (e.g. company bankruptcy) or any other extraordinary circumstance or event out of the control of Desjardins Group and having a significant impact on product management (an "Extraordinary Event") may occur and affect the Credit Union's capacity to calculate or pay the yield or to fulfill any other obligation on the date provided for. If the Credit Union believes, at its sole discretion, that such an event has occurred, the member agrees that the Credit Union may depart from the terms and conditions of this agreement and take any action as deemed appropriate and equitable in the circumstances, including, without limitation, the substitution of securities, adjusting, anticipating or deferring the calculation or the payment of the yield, or determining the yield in a different manner. The Credit Union will determine which measures to take in the above-mentioned circumstances, at its sole discretion, and will take reasonable action and will consider the interests of all stakeholders, in particular, without limiting the scope of the foregoing, those of members with products, those of other members of the Credit Union, and the interests of the Credit Union.
If the product includes a minimum guaranteed yield, an extraordinary event will not affect this minimum yield.