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No securities commission or similar authority has in any way passed upon the merits of the Notes nor has any commission or similar authority passed on the accuracy or adequacy of this Information Statement and any representation to the contrary may be an offence.

Information Statement dated November 7, 2019



FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

**Desjardins US Equity Inverse participation Principal Protected Notes, Series 1, F-class
Due December 14, 2021**

This Information Statement relates to the distribution of Desjardins US Equity Inverse participation Principal Protected Notes, Series 1, F-class (each, a “Note”, and collectively, the “Notes”) issued by the Fédération des caisses Desjardins du Québec (the “Fédération”). The Notes will be issued on or about December 4, 2019 (the “Issue Date”), and mature 2 years and 10 days following the Issue Date. The Notes are Canadian dollar denominated notes that offer the potential for a variable return linked to the price depreciation of the units (the “Units”) of the SPDR S&P 500 (SPY) ETF as described in “THE REFERENCE ETF” (the “Reference ETF”). The Reference ETF is managed by PDR Services, LLC (SPDR) (the “Fund Manager”) and provides exposure to the Standard & Poor’s 500 (S&P 500) index (“Index”).

SUMMARY

Issue:	Desjardins US Equity Inverse participation Principal Protected Notes, Series 1 , F-class
Issuer:	Fédération des caisses Desjardins du Québec (long term debt rated DBRS: AA / S&P A+ / Moody’s Aa2 / Fitch: AA-)
Type of product:	Principal Protected Notes. Your Principal Amount is fully guaranteed at maturity by the Fédération.
Issue Date:	On or about December 4, 2019 but no later than December 13, 2019.
Maturity Date:	Assuming an Issuance Date on December 4, 2019, the Maturity Date will be on December 14, 2021.
Term	The term of the Notes will commence on the Issue Date and end on the Maturity Date, resulting in a term of 2 years and 10 days.
Selling Period	November 12, 2019 – November 27, 2019
Minimum Investment	\$1,000 (10 Notes)
Price and Principal Amount:	\$100 per Note
Description:	The Notes aim to provide you with a variable return at maturity linked to the price depreciation of the Units.
Rank:	The Notes will constitute direct, unsubordinated and unsecured obligations of the Fédération ranking, prior to insolvency or winding up, equally in right of payment with all deposit liabilities and other unsecured and unsubordinated liabilities of the Fédération.

Reference ETF:	The SPDR S&P 500 (SPY) ETF which seeks to replicate, to the extent possible, the performance of the S&P 500 Index, net of expenses.. The Index is a broad-based index of 500 leading and publicly traded large capitalization U.S. equities. The components of the Index are selected by committee and reviewed regularly. See “THE REFERENCE ETF” herein for further information on the Reference ETF. The Notes do not represent an interest in the Reference ETF, the Units or in the securities that comprise the Index and Noteholders will have no right or entitlement to the Reference ETF, the Units, or the securities that comprise the Index. The Inverse ETF Return reflects only the price depreciation of the Units and not any dividends or distributions paid on the Units.
Payment of Principal Amount:	A Noteholder will be paid the Principal Amount on the Maturity Date or on the first succeeding Business Day if the Maturity Date is not a Business Day. See “DESCRIPTION OF THE NOTES – Maturity and Repayment of Principal Amount”.
Variable Return	<p>The Variable Return, if any, will be calculated by the Calculation Agent on the Final Valuation Date in accordance with the following formula:</p> <p>If the Final Average Price is lower than the Initial Price:</p> $\text{Principal Amount} \times \text{Inverse ETF Return} \times \text{Participation Rate}$ <p>If the Final Average Price is equal to or greater than the Initial Price, the Variable Return will be zero.</p> <p>No Variable Return will be payable unless the Final Average Price is lower than the Initial Price. The Variable Return is subject to a Maximum Return of 11.50% of the Principal Amount but will not in any case be less than zero. The Principal Amount of the Note, together with any Variable Return, will be paid on December 14, 2021 subject to adjustments as set out in “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.</p>
Inverse ETF Return	<p>The Inverse ETF Return means the absolute value of the percentage change, if negative, in the Closing Price for the Reference ETF Units between the Initial Valuation Date and the average of the Closing Prices of the Reference ETF Units on the Average Valuation Dates and is calculated in accordance with the following formula:</p> $\frac{\text{Final Average Price} - \text{Initial Price}}{\text{Initial Price}}$ <p>If the percentage change in the Closing Price for the Reference ETF Units between the Initial Valuation Date and the average of the Closing Prices of the Reference ETF Units on the Average Valuation Dates is positive, the Inverse ETF Return will be zero. The dividend yield of the Reference ETF as at September 30, 2019 was 1.86 %.</p>
Participation Rate:	100%
Maximum Return	The Maximum Return is equal to 11.50% of the Principal Amount. The Maximum Return is equivalent to a 5.59% compounded annual return.
Initial Valuation Date:	The Issue Date, provided that if such day is not an Exchange Business Day, then the Initial Valuation Date will be the first succeeding day that is an Exchange Business Day, subject to the occurrence of a Market Disruption Event. See “DESCRIPTION OF THE NOTES – Market Disruption Event”.
Average Valuation Dates:	October 4, 2021, November 4, 2021 and the Final Valuation Date, provided that if any such day is not an Exchange Business Day then the Average Valuation Date will be the first succeeding day that is an Exchange Business Day, subject to the occurrence of a Market Disruption Event. See “DESCRIPTION OF THE NOTES – Market Disruption Event”.
Final Valuation Date:	December 7, 2021, provided that if such day is not an Exchange Business Day then the Final Valuation Date will be the first succeeding day that is an Exchange Business Day, subject to the occurrence of a Market Disruption Event. See “DESCRIPTION OF THE NOTES – Market Disruption Event”.
Currency of the Notes:	Canadian dollars
Dividends and /or Distributions Reinvested:	No. The Inverse ETF Return is a price return, and will not take into account the return constituted by the payment of dividends and/or distributions on the Units. See “THE REFERENCE ETF” below for further information on the Reference ETF.
No Early Redemption:	The Notes will not be redeemable by the Fédération prior to the Maturity Date.

Secondary Market:	The Notes will not be listed on any stock exchange. Desjardins Securities Inc. (“ DSI ”) intends to maintain until the Valuation Date, under normal market conditions, a daily secondary market for the Notes. DSI is under no obligation to facilitate or arrange a secondary market, and DSI in its sole discretion, may stop maintaining a market for the Notes at any time, without any prior notice to you. There can be no assurance that a secondary market will be available or that such market will be liquid or sustainable. See “DESCRIPTION OF THE NOTES – Secondary Market”.
Notes Not a Guaranteed Deposit:	The Notes do not constitute guaranteed deposits within the meaning of <i>Deposit Institutions and Deposit Protection Act</i> (Québec) or any other deposit insurance regime designed to ensure the payment of all or a portion of a deposit upon insolvency of the deposit-taking institution.
Early Trading Fee:	No Early Trading Fee.
Certain Canadian Federal Income Tax Consequences:	Noteholders who dispose of a Note should consult and rely on their own tax advisors with respect to their particular circumstances. See “CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS”.
Fees and Expenses:	No selling commission. Noteholders may pay fees to their advisor based on the services rendered or as a percentage of the Principal Amount, as provided between such advisor and each Noteholder.
Fees and Expenses Associated with the Reference ETF:	The Closing Price is used to determine the Variable Return on the Notes. The Closing Price will be affected by (i) management fees and other ongoing expenses reflected in the expense ratio of the Reference ETF, which, as of October 31, 2019, was 0.0945%, and (ii) transaction costs of the Reference ETF, including brokerage commissions payable on the purchase and sale of the securities held by the Reference ETF. See “FEES AND EXPENSES ASSOCIATED WITH THE REFERENCE ETF”.
Fundserv Code:	DSN00048. See “FUNDSERV”.
Global Note issued to the Depository:	Issued by way of a single Global Note to be held by or on behalf of the Fédération, as custodian of the Global Note and registered in the name of the Fédération as depository for the Notes. Records of ownership and transfer will be maintained through the book-entry system of the Fédération. See “DESCRIPTION OF THE NOTES – Form and Registration”.
Eligibility for Investment:	The Notes are eligible for RRSPs, RRIFs, RESPs, RDSPs, DPSPs and TFSA. Prospective investors should consult their own advisors in this regard. See “CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS”.
Suitability and Appropriateness for Investment:	A person should consult with his or her advisors prior to any decision to invest in the Notes only after carefully considering, whether the Notes are a suitable investment in light of his or her investment objectives, investment horizon, risk tolerance, financial situation, the composition of their current investment portfolio, and the information set out in this Information Statement, among other factors. No recommendation is made herein as to whether the Notes are a suitable investment for any person. See “SUITABILITY FOR INVESTMENT”.
Risk Factors:	Prospective investors should carefully consider all of the information set forth in this Information Statement and, in particular, should evaluate the specific risk factors set forth under “Risk Factors” for a discussion of certain risks involved in evaluating an investment in the Notes.
Extraordinary Event:	An Extraordinary Event may result in the determination of an Accelerated Return, if any, on the Principal Amount of each Note in lieu of the Variable Return. In that event, a Noteholder’s right to receive any Variable Return will be extinguished and the Noteholder will not receive the Principal Amount of their Notes until the Maturity Date. The Accelerated Return may be nil. See “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.
Market Disruption Event:	Upon the occurrence of a Market Disruption Event in respect of the Reference ETF, the determination of the Variable Return may be delayed. The Variable Return (if any) will be paid on the third Business Day following the determination of the Inverse ETF Return and no interest will be paid in respect of such delay. See “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.
Right of Cancellation:	An investor may cancel an order to purchase a Note (or the purchase of a Note, if already issued) by providing instructions to the Fédération through his or her investment advisor within two Business Days of the later of (i) the day on which the agreement to purchase the Note is entered into and (ii) the deemed receipt of this Information Statement.

	Upon cancellation, the investor is entitled to a refund of the Principal Amount and any fees relating to the purchase that have been paid by the investor. This right of cancellation does not extend to investors buying a Note in the secondary market. See “PLAN OF DISTRIBUTION – Right of Cancellation”.
Availability of Information:	Information about the Notes is available on request from your investment advisor or on the Desjardins Structured Notes’ website www.desjardinstructurednotes.com where the following information will be provided: (a) the most recent bid price of the Notes and the applicable Early Trading Fee (if any); and (b) the last available measures on which the Variable Return is determined. The information made available on the Desjardins Structured Notes’ website is provided for information purposes only.

Prospective investors may request information about the Notes or another copy of this Information Statement by calling the Calculation Agent at 514 286-3499 or 1 866 666-1280 to speak to someone in English or French. A copy of this Information Statement is also posted at www.desjardinstructurednotes.com.

During the term of the Notes, Noteholders may inquire as to the net asset value of the Notes and the formula for determining the Variable Return under the Notes by contacting the Calculation Agent at the above numbers.

The investment highlights should be read in conjunction with the more detailed information appearing elsewhere in this Information Statement. In this Information Statement, capitalized terms will have the meanings ascribed to them and references to “\$” and “CAD” are to Canadian dollars.

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The Fédération has taken all reasonable care to ensure that the facts stated in this Information Statement in relation to the Notes are true and accurate in all material respects and that there are no other material facts in relation to the Notes the omission of which would make any statement herein, whether of fact or opinion, misleading as of the date hereof. Where the information is from third-party sources, the information is from sources believed to be reliable, but neither the Fédération nor the selling agents have independently verified any such information contained herein.

No person has been authorized to give any information or to make any representations other than those that may be contained in: (i) this Information Statement; (ii) any amendments made from time to time to this Information Statement; or (iii) any supplementary terms and conditions provided in any Global Note or other definitive note in replacement therefor; in connection with the offering or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorized.

SAMPLE CALCULATIONS

The examples set out below are included for illustrative purposes only. The prices used in the examples are not estimates or forecasts of the Inverse ETF Return on the relevant dates. The Fédération is not predicting or guaranteeing any gain or particular Variable Return on the Notes. The hypothetical data assumes that a Noteholder has made a \$10,000 investment in the Notes.

Scenario 1: Final Average Price is lower than the Initial Price and the Variable Return is equal to Maximum Return multiplied by the Principal Amount

Reference ETF	Initial Price	Closing Price on first Average Valuation Date	Closing Price on second Average Valuation Date	Closing Price on third Average Valuation Date	Final Average Price	Inverse ETF Return
SPDR S&P 500 (SPY) ETF	296,77	250,25	250,50	250,00	250,25	15,68%
Participation Rate	-	-	-	-	-	100%
Variable Return before Maximum Return of 11.50%	-	-	-	-	-	15,68%
Variable Return Paid	-	-	-	-	-	11,50%
Annual compound rate of return*	-	-	-	-	-	5,59%

Since the Inverse ETF Return multiplied by the Participation rate (15.68% x 100% = 15.68%) is above 11.50%, the Maximum Return of 11.50% applies. A Variable Return of \$1150 (\$10,000 x 11.50%) would be paid at maturity in addition to the Principal Amount.

Scenario 2: Final Average Price is lower than the Initial Price and the Variable Return is equal to the Inverse ETF Return multiplied by the Principal Amount

Reference ETF	Initial Price	Closing Price on first Average Valuation Date	Closing Price on second Average Valuation Date	Closing Price on third Average Valuation Date	Final Average Price	Inverse ETF Return
SPDR S&P 500 (SPY) ETF	296,77	270,25	270,50	270,00	270,25	8,94%
Participation Rate	-	-	-	-	-	100%
Variable Return before Maximum Return of 11.50%	-	-	-	-	-	8,94%
Variable Return Paid	-	-	-	-	-	8,94%
Annual compound rate of return*	-	-	-	-	-	4,37%

A Variable Return of \$894 (\$10,000 x 8.94% x 100%) would be paid at maturity in addition to the Principal Amount.

Scenario 3: Final Average Price is equal to or greater than the Initial Price and the Variable Return is equal to zero.

Reference ETF	Initial Price	Closing Price on first Average Valuation Date	Closing Price on second Average Valuation Date	Closing Price on third Average Valuation Date	Final Average Price	Inverse ETF Return
SPDR S&P 500 (SPY) ETF	296,77	325,25	325,50	325,00	325,25	0,00%
Participation Rate	-	-	-	-	-	100%
Variable Return before Maximum Return of 11.50%	-	-	-	-	-	0,00%
Variable Return Paid	-	-	-	-	-	0,00%
Annual compound rate of return*	-	-	-	-	-	0,00%

Since the Final Average Price is greater than the Initial Price, the Inverse ETF Return is equal to 0%. The Variable Return is equal to the greater of zero and the amount resulting from the multiplication of the Principal Amount by the Inverse ETF Return and the Participation Rate. Since the Inverse ETF Return is equal to zero, the Variable Return is also equal to zero.

No Variable Return would be paid at maturity. Only the Principal Amount would be paid at maturity.

The Variable Return and the Inverse ETF Return are calculated in Canadian dollars (CAD) and will not reflect fluctuations in the exchange rate of the foreign currency (USD) in which the Units are traded against the Canadian dollar.

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

EXAMPLES – KEY POINTS

The following key points relate to the payment under the Notes and the calculation of the Variable Return as described in the examples above. All points are subject to adjustments that may be made as set out under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances” below.

- The Variable Return will not, under any circumstances, be less than zero.
- The Variable Return will only be paid if the Final Average Price is lower than the Initial Price.
- The Variable Return, if any, will be paid at a rate equal to 100% of the absolute value of the percentage change, if negative, in the level of the Reference ETF between the Initial Valuation Date and the Final Valuation Date.
- The Variable Return, if any, is subject to a Maximum Return of 11.50% of the Principal Amount.
- Payment of the Principal Amount will be made to Noteholders on the Maturity Date, regardless of the performance of the Reference ETF.
- The Maximum Return on the Notes is 11.50% of the Principal Amount or the equivalent of a 5.59% compounded annual return.
- You may receive no return on your investment.

DEFINITIONS

Unless the context otherwise requires, terms not otherwise defined in this Information Statement will have the meaning ascribed thereto hereunder:

“**Accelerated Return**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**AFSC**” has the meaning ascribed thereto under “FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC”.

“**Alternate Security**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Average Valuation Dates**” means October 4, 2021, November 4, 2021 and the Final Valuation Date, provided that if any such day is not an Exchange Business Day then the Average Valuation Date will be the first succeeding day that is an Exchange Business Day, subject to the occurrence of a Market Disruption Event. See “DESCRIPTION OF THE NOTES – Market Disruption Event”.

“**Business Day**” means a day, other than a Saturday or a Sunday, a statutory or civic holiday in Montreal. If any date on which any action is otherwise required to be taken in respect of the Notes is not a Business Day, the date on which such action will be taken will, except as otherwise indicated, be the next following Business Day and, if the action involves payment of any amount, no interest or other compensation will be paid as a result of any such delay.

“**CAD**” means Canadian dollars.

“**Calculation Agent**” means the calculation agent for the Notes appointed by the Fédération from time to time. The Calculation Agent initially will be Desjardins Investments.

“**CDS**” means CDS Clearing and Depository Services Inc.

“**Closing Price**” means, in respect of a Unit and Exchange Business Day, the official closing price for such Unit in the currency used by the Exchange, as announced by the Exchange on such Exchange Business Day, provided that, if on or after the Issue Date such Exchange materially changes the time of day at which such official closing price is determined or no longer announces such official closing price, the Calculation Agent may thereafter deem the Closing Price to be the price of such Unit as of the time of day used by such Exchange to determine the official closing price prior to such change or failure to announce.

“**CRA**” means the Canada Revenue Agency.

“**Delisting**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Desjardins Investments**” means Desjardins Investments Inc.

“**DFSF**” means Desjardins Financial Services Firm Inc.

“**DSFI**” means Desjardins Financial Security Investments Inc.

“**DSI**” means Desjardins Securities Inc.

“**Exchange**” means (i) in respect of the Reference ETF, the NYSE ARCA Exchange, and (ii) in respect of an Alternate Security, the primary exchange or trading system on which such Alternate Security is listed as determined by the Calculation Agent; provided in each case that if the Calculation Agent determines that the NYSE ARCA Exchange or such exchange or trading system is no longer the primary exchange for the trading of the Units or Alternate Security, the Calculation Agent may designate another exchange or trading system as the Exchange for the Reference ETF or Alternate Security;

“**Exchange Business Day**” means, in respect of the Units or an Alternate Security, any Business Day which is also an Exchange Day on which the Exchange and each Related Exchange for that Unit or Alternate Security are open for trading.

“Exchange Day” means any day on which the Exchange and each Related Exchange are scheduled to be open for trading during their respective regular trading sessions

“Extraordinary Event” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“Extraordinary Event Notification Date” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“Fédération” means Fédération des caisses Desjardins du Québec.

“Final Average Price” means the average of the Closing Price on each Average Valuation Dates (or where the Exchange does not announce or publish a Closing Price, the last traded price, or, if necessary, the mid-market price of a Unit), subject to adjustments that may be made pursuant to “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“Final Valuation Date” means December 7, 2021, provided that if such day is not an Exchange Business Day then the Final Valuation Date will be the first succeeding day that is an Exchange Business Day, subject to the occurrence of a Market Disruption Event.

“Fund Manager” means PDR Services, LLC (SPDR).

“Fundserv” means the facility maintained and operated by Fundserv Inc. for electronic communication with participating companies, including the receiving of orders, order match, contracting, registrations, settlement of orders, transmission of confirmation of purchases, and the redemption of investments or instruments.

“Fundserv Notes” means Notes purchased through Fundserv.

“Global Note” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Form and Registration”.

“Initial Price” means the Closing Price on the Initial Valuation Date (or where the Exchange does not announce or publish a Closing Price, the last traded price, or, if necessary, the mid-market price of a Unit).

“Initial Valuation Date” means the Issue Date, provided that if such day is not an Exchange Business Day then the Initial Valuation Date will be the first succeeding day, subject to the occurrence of a Market Disruption Event. See “DESCRIPTION OF THE NOTES – Market Disruption Event” below for further detail.

“Index” means the Standard & Poor’s 500 (S&P 500) index.

“Index Event” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“Insolvency” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“Issue Date” means the date of closing of the offering of the Notes, being on December 4, 2019.

“Market Disruption Event” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Market Disruption Event”.

“Maturity Date” means December 14, 2021.

“Maximum Return” means a percentage of 11.50% of the Principal Amount.

“Merger Date” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“Merger Event” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Nationalization**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Nominee**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Form and Registration”.

“**Note**” means a Desjardins US Equity Inverse participation Principal Protected Notes, Series 1, F-Class.

“**Noteholder**” means a holder of Notes.

“**Participation Rate**” has the meaning ascribed thereto under “CALCULATION OF PAYMENTS UNDER THE NOTES”.

“**Potential Adjustment Event**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Principal Amount**” means the original principal amount invested of \$100 per Note. For greater certainty, the Principal Amount for fractional Notes will be equal to a corresponding fraction of \$100 per Note and Noteholders who have sold Notes prior to the Maturity Date will not be entitled to receive any Principal Amount in respect of such Notes that have been sold.

“**Proposals**” has the meaning ascribed thereto under “CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS”.

“**Reference ETF**” means the SPDR S&P 500 (SPY) ETF, as described under “THE REFERENCE ETF”.

“**Inverse ETF Return**” has the meaning ascribed thereto under “CALCULATION OF PAYMENTS UNDER THE NOTES”.

“**Regulations**” means the *Income Tax Regulations* (Canada).

“**Related Exchange**” means, in respect of a Unit or an Alternate Security, any exchange or trading system on which futures, options or other similar instruments related to the Unit or Alternate Security are listed from time to time.

“**Substitution Date**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Substitution Event**” has the meaning ascribed thereto under “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Units**” means the units of the Reference ETF.

“**Unitholders**” means the holders of Units.

“**Valuation Date**” means the Initial Valuation Date, an Average Valuation Date or the Final Valuation Date.

“**Variable Return**” has the meaning ascribed thereto under “CALCULATION OF PAYMENTS UNDER THE NOTES”.

“**\$**” means Canadian dollars, unless otherwise specified.

THE REFERENCE ETF

All information contained in this Information Statement regarding the Reference ETF, including its composition, is based on publicly available information. Neither the Fédération nor the selling agents make any representation regarding the accuracy or completeness of such information. Neither the Fédération nor the Calculation Agent accepts any responsibility for the calculation, maintenance or publication of the Reference ETF or in relation to any Alternate Security, or accepts responsibility for the provision of any future information in respect of the Reference ETF, or has any duty or obligation to update such information up to or after the issue Date. A Noteholder may obtain further information about the Reference ETF by consulting documents made publicly available by the Reference ETF at www.us.spdrs.com/en. The content of this website is not incorporated by reference in, and does not form part of, this Information Statement.

The Reference ETF seeks to replicate, to the extent possible, the performance of the S&P 500 Index, net of expenses.

The S&P 500 Index is a market capitalization-weighted index of securities of 500 of the largest U.S. public issuers provided by Standard & Poor's Financial Services LLC and is commonly used as a measure of broad U.S. stock market performance.

The Index holds companies across all eleven (11) GICS (Global Industry Classification Standard) sectors. The Index is composed of five hundred (500) selected stocks, all of which are listed on national stock exchanges and spans over approximately 24 separate industry groups.

The Inverse ETF Return does not reflect the payment of dividends on Units but only the change in the Closing Price of the Units.

SECTOR COMPOSITION

The eleven (11) GICS sectors composition of the Reference ETF by market capitalization as at November 1, 2019 is set out below and was obtained from the Fund Manager. The historical composition of the Reference ETF does not necessarily reflect the composition of the Reference ETF in the future.

Sector allocation



TOP TEN CONSTITUENTS OF THE REFERENCE ETF

The top ten constituents included in the Reference ETF as of November 1, 2019 are as follows:

Company	Weight
Microsoft Corporation	4.31 %
Apple Inc.	4.27 %
Amazon.com Inc.	2.92 %
Facebook Inc. Class A	1.83 %
Berkshire Hathaway Inc. Class B	1.66 %

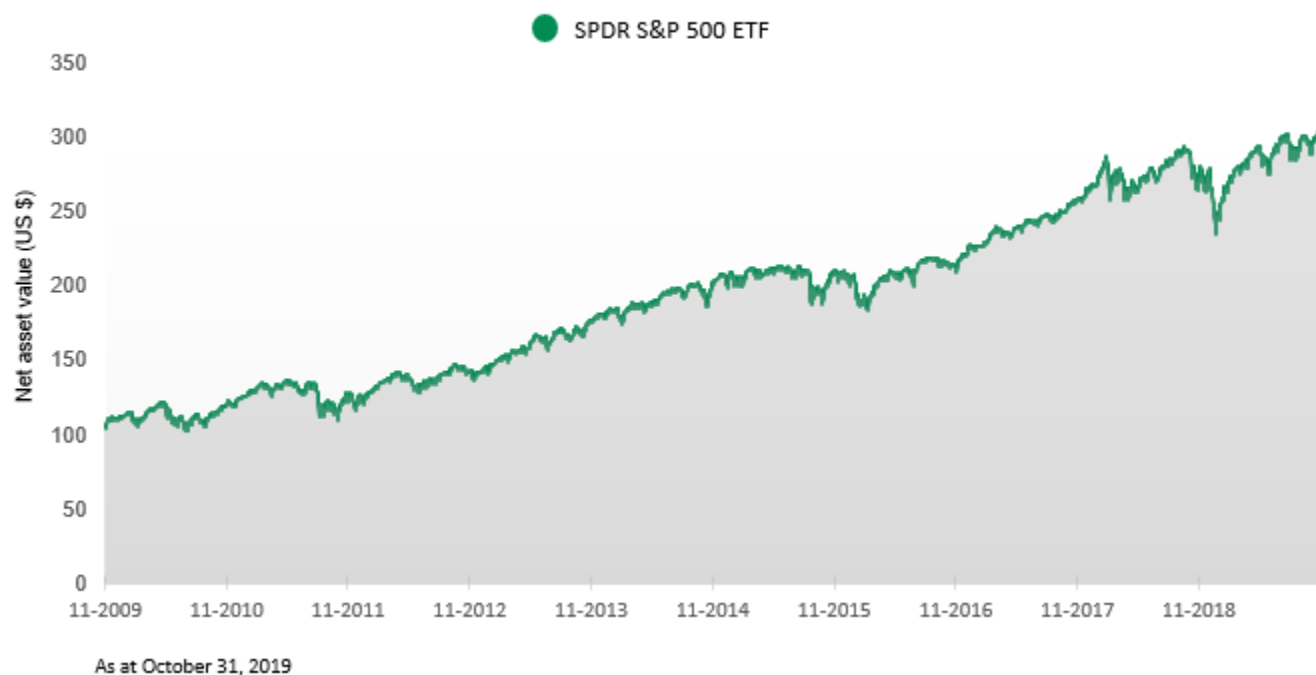
Company	Weight
JPMorgan Chase & Co.	1.61 %
Alphabet Inc. Class C	1.51 %
Alphabet Inc. Class A	1.50 %
Johnson & Johnson	1.36 %
Visa Inc. Class A	1.23 %

HISTORICAL REFERENCE ETF DATA

Historical Closing Prices can be found on NYSE ARCA Exchange under the symbol "SPY". The following graph illustrates the daily performance of the Reference ETF from December 1, 2003 through November 5, 2019 using the daily net asset value per Unit in United States dollars (USD) obtained from the Fund Manager.

Historical performance is not necessarily indicative of, or a representation or guarantee of, future price performance.

Net asset value



The table below presents the calendar year and year to date (“YTD”) historical performance of the Reference ETF. The calculations are based on the performance of the Units using daily Closing Prices and measured in the currency of the Exchange without dividend reinvestment. The YTD performance is as of September 30, 2019. Each calendar year performance is measured starting from December 31 of the applicable previous year.

Historical performance is not necessarily indicative of, or a representation or guarantee of, future price performance.

Reference ETF	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	YTD
SPDR S&P 500 (SPY) ETF	23,37%	12,87%	-0,22%	13,56%	29,57%	11,28%	-0,78%	9,63%	19,38%	-6,35%	18,75%

The table below presents the historical performance of the Reference ETF for the periods beginning on October 1, 2009 and ending on September 30, 2019. The calculations are based on the performance of the Units using daily Closing Prices and measured in the currency of the Exchange without dividend reinvestment. The performance for the periods from 1 to 6 months is cumulative but not annualized. The performance for the periods of one year or more is annualized.

Historical performance is not necessarily indicative of, or a representation or guarantee of, future price performance.

Reference ETF	1 month	3 months	6 months	1 year	2 years	3 years	4 years	5 years	10 years
SPDR S&P 500 (SPY) ETF	1,48%	1,29%	5,06%	2,08%	8,69%	11,12%	11,56%	8,54%	10,89%

Additional information about the Reference ETF can be found on the website www.us.spdrs.com/en.

The Fund Manager and the licensors of the Reference ETF have no relationship with the Fédération.

The Fund Manager and the licensors of the Reference ETF do not:

- Sponsor, endorse, sell or promote the Notes.
- Recommend that any person invest in the Notes or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Notes.
- Have any responsibility or liability for the administration, management or marketing of the Notes.
- Consider the needs of the Noteholders in determining, composing or calculating the Reference ETF or have any obligation to do so.

The Fund Manager and the licensors of the Reference ETF will not have any liability in connection with the Notes. Specifically,

- The Fund Manager and the licensors of the Reference ETF do not make any warranty, express or implied and disclaim any and all warranty about:
 - The results to be obtained by the Notes, the Noteholders or any other person in connection with the use of the Reference ETF and the data included in the Reference ETF;
 - The accuracy or completeness of the Reference ETF and its data; and
 - The merchantability and the fitness for a particular purpose or use of the Reference ETF and its data.
- The Fund Manager and the licensors of the Reference ETF will have no liability for any errors, omissions or interruptions in the Reference ETF or its data; and
- Under no circumstances will the Fund Manager or the licensors of the Reference ETF be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if the Fund Manager or the licensors of the Reference ETF knows that they might occur.

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CALCULATION OF PAYMENTS UNDER THE NOTES

A Noteholder will be entitled to receive the Variable Return, in Canadian dollars, equal to the greater of zero and the amount calculated by the Calculation Agent on the Final Valuation Date in accordance with the following formula:

If the Final Average Price is lower than the Initial Price:

$$\text{Principal Amount} \times \text{Inverse ETF Return} \times \text{Participation Rate}$$

If the Final Average Price is equal to or greater than the Initial Price, the Variable Return will be zero.

“**Participation Rate**” means 100%.

“**Inverse ETF Return**” means the absolute value of the depreciation of the Closing Price over the term of the Notes, expressed as a percentage, calculated in accordance with the following formula:

$$\frac{\text{Final Average Price} - \text{Initial Price}}{\text{Initial Price}}$$

If the Closing Price appreciates over the term of the Notes, the Inverse ETF Return will be zero.

No Variable Return will be paid unless the Final Average Price is lower than the Initial Price. The Variable Return is subject to a Maximum Return but will not, in any case, be less than zero. The Principal Amount of the Note, together with any Variable Return, will be paid on December 14, 2021 subject to adjustments as set out in “DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances”.

The Inverse ETF Return reflects only the price depreciation of the Units and not any dividends or distributions paid on the Units.

“Maximum Return” means a percentage of 11.50% of the Principal Amount. The Maximum Return is equivalent to a 5.59% annual compounded return.

The Variable Return and the Inverse ETF Return are calculated in Canadian dollars (CAD) and will not reflect fluctuations in the exchange rate of the foreign currencies in which the Units are traded against the Canadian dollar.

FEES AND EXPENSES

The following fees and expenses relate to the Notes:

Selling Agent’s Commission:

No Selling commission will be paid by the Fédération to the Selling Agent. Noteholders may pay fees to their advisor based on the services rendered or as a percentage of the Principal Amount, as provided between such advisor and each Noteholder.

Expenses of the Offering:

The expenses of the offering will be borne by the Fédération.

FEES AND EXPENSES ASSOCIATED WITH THE REFERENCE ETF

The Closing Price is used to determine the Variable Return on the Notes. The Closing Price will be affected by (i) management fees and other ongoing expenses reflected in the expense ratio of the Reference ETF, which, as of October 31, was 0.0945%, and (ii) transaction costs of the Reference ETF, including brokerage commissions payable on the purchase and sale of the securities held by the Reference ETF.

SUITABILITY FOR INVESTMENT

A person should make a decision to invest in the Notes only after carefully considering, with his or her advisors, whether the Notes are a suitable investment in light of his or her investment objectives, investment horizon, risk tolerance, financial situation, the composition of their current investment portfolio, and the information set out in this Information Statement, among other factors. No recommendation is made herein as to whether the Notes are a suitable investment for any person.

The Notes are not conventional indebtedness in that they have no fixed or floating yield. There will be no interest payments to Noteholders during the term of the Notes. The Principal Amount of a Note will be repaid only if the Note is held to maturity. In addition, the return, if any, on the Notes will be uncertain until the Maturity Date and will depend on the depreciation of the Units of the Reference ETF. It is possible that the Notes could produce no yield at the Maturity Date and an investor may not receive anything more on the Maturity Date than the Principal Amount. Accordingly, the Notes are not suitable investments for investors requiring or expecting certainty of yield and who are not prepared to assume risks associated with a medium term investment whose return is based on the depreciation of the Units of the Reference ETF.

The Notes may be suitable investments for medium term investors who are looking for additional diversity in their investment portfolio through exposure to the depreciation of the Reference ETF but who need the safety of principal protection. The Notes are generally not suitable for investors who anticipate the need to sell them prior to maturity or who believe that the Final Average Price will be equal to or greater than the Initial Price.

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

The Fédération is a federation of cooperative financial institutions formed under *An Act respecting financial services cooperatives* (Québec) (the " **AFSC** "). The Fédération is the cooperative entity responsible for strategic policy, oversight, coordination, treasury operations and development for Desjardins Group, while serving as a financial agent in Canadian and international financial markets. It provides its member caisses with a variety of services, including certain technical, financial and administrative services. The member caisses collectively control the Fédération and each of the member caisses has influence over the Fédération. The Fédération enables the caisses and other Desjardins Group components to accelerate their development and better meet the needs of their members and clients.

The Fédération also acts as a control and supervisory body over the caisses. The AFSC confers broad normative powers upon the Fédération, in particular with respect to caisse adequacy of capital base, reserves, liquid assets and credit and investment activities. The Fédération is responsible for inspecting the caisses.

Furthermore, the Fédération provides financial services to Desjardins Group, governments, public and parapublic sector institutions, individuals as well as medium-sized and large businesses. It meets the financial needs of Desjardins Group caisses and other Desjardins Group components. The Fédération's mandate is to provide institutional funding for the Desjardins network and to act as financial agent, in particular by supplying interbank exchange services, including clearing house settlements. Its activities in Canadian and international markets complement those of other Desjardins Group entities. The Desjardins network consists of the components of Desjardins Group and other related entities.

The Fédération's structure has been designed to accommodate the needs of Desjardins Group members and clients, as well as the markets in which it operates. Accordingly, the Fédération and the caisse network in Québec and Ontario can leverage three key business segments—Personal and Business and Institutional Services, Wealth Management and Life and Health Insurance, and Property and Casualty Insurance—to give them the agility they need to develop their products and services.

The Fédération handles Desjardins Group's treasury operations in particular and is its official representative to the Bank of Canada and Canadian banking system.

DESJARDINS GROUP

Desjardins Group is the largest financial cooperative group in Canada, with assets of \$310.9 billion. The organization brings together 271 caisses in Québec and Ontario as of December 31, 2018, the Fédération and its subsidiaries (including Desjardins Capital Inc.), the *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, whereas Desjardins Group is also present in the United States through Desjardins Bank, National Association. With its Personal and Business and Institutional Services, Wealth Management and Life and Health Insurance, and Property and Casualty Insurance segments, Desjardins Group offers a full range of financial services designed to meet the needs of its members and clients. As one of the largest employers in the country, Desjardins Group is driven by the skills of nearly 46,000 employees and the commitment of over 4,000 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.

DESCRIPTION OF THE NOTES

ISSUE

Desjardins US Equity Inverse participation Principal Protected Notes, Series 1 , F-class, due December 14, 2021 will be issued by the Fédération on or about December 4, 2019. The Fédération reserves the right to issue the Notes in an aggregate number and in an aggregate Principal Amount as the Fédération may determine in its absolute discretion.

CREDIT RATING

The Notes have not been rated by any rating agency. The following ratings apply to the long-term debt of the Fédération as at the date of this Information Statement: DBRS: AA / S&P: A+ / Moody's Aa2 / Fitch: AA-. There can be no assurance that, if the Notes were specifically rated by these agencies, they would have the same ratings as the long-term debt of the Fédération. A credit rating is not a recommendation to buy, sell or hold investments, and may be subject to revision or withdrawal at any time by the relevant rating agency.

DENOMINATIONS

The Notes will be issued at a price of \$100 each, subject to a minimum subscription of \$1,000 (10 Notes). Fractional Notes over such minimum number of Notes may be issued and all calculations made in respect of amounts payable on account of a fractional Note will be prorated accordingly.

PAYMENT CURRENCY

All amounts owing under the Notes will be payable in Canadian dollars.

MATURITY AND REPAYMENT OF PRINCIPAL AMOUNT

The Noteholder will be entitled to receive the Principal Amount on the Maturity Date. If the Maturity Date is not a Business Day, then such payment of the Principal Amount will be made on the following Business Day and no interest will be paid in respect of the delay in such payment.

VARIABLE RETURN PAYMENT

The Variable Return, if any, will be paid on the Maturity Date (without any need for the Noteholder to elect or otherwise take any action), subject to the occurrence of a Market Disruption Event or an Extraordinary Event. If the Maturity Date is not a Business Day, then payment of the Variable Return will be made on the next succeeding Business Day and no interest will be paid in respect of the delay in such payment. Upon the occurrence of a Market Disruption Event affecting the calculation of the Variable Return, the Variable Return, if any, will be paid on the third Business Day following the determination of the Inverse ETF Return and no interest will be paid in respect of such delay. The Fédération may elect to determine an Accelerated Return on the full Principal Amount prior to the Maturity Date in lieu of the Variable Return upon the occurrence of an Extraordinary Event, in which case the Noteholder's right to receive the Variable Return will be extinguished. In these circumstances, payment of the Principal Amount of the Note will not be accelerated and will remain due and payable on the Maturity Date. The Accelerated Return may be nil. "DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances".

VARIABLE RETURN CALCULATION

The Variable Return payable under the Notes is linked to the change in the level of the Reference ETF between the Initial Valuation Date and the Final Valuation Date, multiplied by a Participation Rate. The Variable Return is subject to a Maximum Return. Brief descriptions of the composition and calculation of the Reference ETF are included under "THE REFERENCE ETF". The Units are subject to adjustment as specified under "DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances" below.

The Variable Return will be determined by the Calculation Agent in accordance with the formula and related definitions set out under "CALCULATION OF PAYMENTS UNDER THE NOTES", subject to any adjustment as specified under "DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances".

No Variable Return will be payable unless the Final Average Price is lower than the Initial Price. The Variable Return is subject to a Maximum Return but will not in any case be less than zero.

ADJUSTMENTS AND EXCEPTIONAL CIRCUMSTANCES

Potential Adjustment Event

Following the declaration by the Reference ETF of the terms of any Potential Adjustment Event in respect of the Units, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Units and, if so, will (i) make the corresponding adjustments, if any, to any one or more of the Initial Price, the formula for calculating the Inverse ETF Return, or any other component or variable relevant to the determination of the Variable Return as the Calculation Agent determines appropriate to account for the diluting or concentrative effect and (ii) determine the effective date of the adjustments. The Calculation Agent may, but need not, determine any appropriate adjustments by reference to the adjustments in respect of such Potential Adjustment Event made by an options exchange to options on the Units traded on such options exchange. Unless expressly provided below, the Calculation Agent will make no adjustment in respect of any distribution of cash. "Potential Adjustment Event" means, in respect of the Units, the occurrence of any of the following events, as determined by the Calculation Agent:

- (a) a subdivision, consolidation or reclassification of the Units (unless resulting from a Merger Event), or a free distribution or dividend of Units to existing holders thereof by way of bonus, capitalization or similar issue;
- (b) a distribution, issue or dividend to existing holders of Units of (i) Units, or (ii) other share capital or securities granting the right to payment of dividends, distributions and/or the proceeds of liquidation of the Reference ETF equally or proportionately with such payments to holders of Units, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Reference ETF as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- (c) an extraordinary dividend or distribution in respect of Units (where the characterization of a dividend or distribution as “extraordinary” will be determined by the Calculation Agent); or
- (g) any other event that may have a diluting or concentrative effect on the theoretical value of the Units.

Merger Event and Tender Offer

On or after a Merger Date, the Calculation Agent (i) will (A) make adjustment(s), if any, to any one or more of the Initial Price, the formula for calculating the Inverse ETF Return, or any other component or variable relevant to the determination of the Variable Return as the Calculation Agent determines appropriate to account for the economic effect on the Notes of the Merger Event, which may, but need not, be determined by reference to the adjustments made in respect of such Merger Event by an options exchange to options on the Units traded on such options exchange and (B) determine the effective date of the adjustments, or (ii) if the Calculation Agent determines that no adjustments that it could make under (i) will produce a commercially reasonable result, may deem the relevant Merger Event or Tender Offer to be a Substitution Event subject to the provisions of “Substitution Event” below.

“Merger Event” means, in respect of a Unit, any (i) reclassification, reorganization, consolidation or change of the Units that results in a transfer of or an irrevocable commitment to transfer all Units outstanding to another entity or person, (ii) statutory arrangement, consolidation, amalgamation, merger or binding security exchange of the Reference ETF with or into another entity or person (other than a statutory arrangement, consolidation, amalgamation, merger or binding security exchange in which the Reference ETF is the continuing entity and which does not result in a reclassification, reorganization, consolidation or change of all Units outstanding), (iii) takeover bid, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Units that results in a transfer of or an irrevocable commitment to transfer all Units (other than Units owned or controlled by such other entity or person), (iv) reorganizations, consolidation, amalgamation, merger or binding security exchange of the Reference ETF or its subsidiaries with or into another entity in which the Reference ETF is the continuing entity and which does not result in a reclassification, reorganization, consolidation or change of all Units outstanding but results in the outstanding Units (other than Units owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Units immediately following such event (commonly referred to as a “reverse merger”), or (v) sale of all or substantially all assets of the Reference ETF (or any lease, long term supply agreement or other arrangement having the same economic effect as a sale of all or substantially all assets in the Reference ETF) in each case if the Merger Date is on or before the date on which the Inverse ETF Return is determined.

“Merger Date” means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

Substitution Event

Upon the Calculation Agent becoming aware of the occurrence of a Substitution Event (as defined below) in respect of the Units, the following will apply, effective on a date (the “Substitution Date”) as determined by the Calculation Agent:

- a) any adjustments set out in “Potential Adjustment Event” above in respect of the Units will not apply;
- b) the Calculation Agent may choose a new security (the “Alternate Security”) of another exchange-traded fund managed by the Fund Manager or its successors and assigns listed on a major exchange or market quotation system as a substitute for the Units;
- c) the Units will not be used for purposes of determining the Variable Return payable on or after the Substitution Date;
- d) the Alternate Security will replace the Units, the issuer of such Alternate Security will replace the Reference ETF, and the primary exchange or market quotation system on which such Alternate Security is listed will be the Exchange in respect of such Alternate Security; and
- e) the Calculation Agent will determine the Initial Price of such Alternate Security by taking into account all relevant market circumstances, including the Initial Price of the Units and the Closing Price or estimated value on the Substitution Date of the Units and the Closing Price on the Substitution Date of the Alternate Security, and will make adjustments, if any, to any one or more of the formulae for calculating the return of such Alternate Security, or any other component or variable relevant to the determination of the Variable Return as the Calculation Agent determines appropriate to account for the economic effect on the Notes of the relevant Substitution Event (including adjustments to account for changes in volatility, expected dividends or distributions, stock loan rate or liquidity relevant to the applicable substitution).

Upon choosing an Alternate Security, the Calculation Agent will promptly give details of such substitution and brief details of the Substitution Event to Noteholders or their agents. For greater certainty, the Alternate Security chosen by the Calculation Agent may be any security of a comparable issuer, including any securities of an issuer that was the continuing entity in respect of a Merger Event. The Calculation Agent may decide not to choose an Alternate Security as a substitute for the Units if the Calculation Agent determines that there are no appropriate securities of a comparable issuer listed on a major exchange or market quotation system which offer sufficient liquidity in order for a party to acquire, place, establish, re-establish, substitute, maintain, modify or unwind or dispose of any hedge transaction in respect of such securities or to realize, recover or remit the proceeds of any such hedge transaction. See “Special Circumstances – Extraordinary Event” below.

“Substitution Event” means, in respect of the Units, any Nationalization, Insolvency or Delisting in respect of the Units, any Index Event, or any Merger Event in respect of the Units that is deemed by the Calculation Agent to be a Substitution Event or the occurrence and continuation for at least four consecutive applicable Exchange Days of a Market Disruption Event (as defined below) in respect of the Units.

“Nationalization” means, in respect of the Units, that all or substantially all of the Units or all or substantially all of the assets of the Reference ETF are nationalized, expropriated or otherwise required to be transferred to any governmental agency, authority or entity.

“Insolvency” means, in respect of the Units, that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Reference ETF, (i) all Units are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of Units become legally prohibited from transferring them.

“Delisting” means, in respect of the Units, that the Exchange announces that pursuant to the rules of the Exchange, the Units cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange.

“Index Event” means (i) on or prior to the Final Valuation Date, the sponsor for the Index announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes to the constituent securities and other routine events) or permanently cancels the Index and no successor index exists, or (ii) on the Final Valuation Date, the sponsor for the Index fails to determine and announce the official closing level or value of the Index, and, in either case, the Calculation Agent determines that such event has had a material effect on the calculation of the Variable Return.

Market Disruption Event

If the Calculation Agent determines that a Market Disruption Event in respect of the Reference ETF has occurred and is continuing on any day that, but for that event, would be the Final Valuation Date in respect of the Reference ETF, then the Variable Return will be calculated (and the applicable Closing Price will be determined) on the basis that the Final Valuation Date will be postponed to the next Exchange Business Day on which there is no Market Disruption Event in effect in respect of the Reference ETF.

However, if on the eighth (8th) Exchange Business Day following the date originally scheduled as the Final Valuation Date, the Final Valuation Date has not occurred, then despite the occurrence of any Market Disruption Event in respect of the Reference ETF on or after such eighth (8th) Exchange Business Day:

- (i) such eighth (8th) Exchange Business Day will be the Final Valuation Date in respect of the Reference ETF; and
- (ii) the Closing Price to be used for any calculations or determinations on that Valuation Date will be a level estimated by the Calculation Agent taking into account all relevant market circumstances.

A Market Disruption Event may delay the determination of the Closing Price and consequently the calculation of the Variable Return that may be payable. Where there has been a Market Disruption Event, payment of the Variable Return will be made on the third Business Day following the valuation of the Inverse ETF Return.

“Market Disruption Event” means any *bona fide* event, circumstance or cause (whether or not reasonably foreseeable) beyond the reasonable control of the Fédération or any person that does not deal at arm’s length with the Fédération which, in the determination of the Calculation Agent, has or will have a material adverse effect on the ability of the Fédération or market participants generally to place, maintain or modify hedges of positions in respect of the Units. A Market Disruption Event may include, without limitation, any of the following events:

- a) any failure of trading to commence, or the permanent discontinuation of trading or any suspension of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange or otherwise (i) relating to the Units, or (ii) in futures or options contracts relating to the Units on any relevant Related Exchange;
- b) the closure on any Exchange Business Day of the Exchange or Related Exchange after it has opened for trading but prior to its scheduled closing time unless such earlier closing time is announced by the Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on the Exchange or Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be submitted for entry in the Exchange or Related Exchange system for execution at the close of trading on such Exchange Business Day;
- c) any event (other than an event described in (b) above) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) the Units on the Exchange, or (ii) any futures, options or similar instruments relating to the Units on a relevant Related Exchange;
- d) the failure on any Exchange Day of the Exchange or any Related Exchange to open for trading during its regular trading session;
- e) the adoption, change, enactment, publication, decree or other promulgation of any statute, regulation, rule or notice, howsoever described, or order of any court or other governmental or regulatory authority, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other event which has or would have a material adverse effect on a securityholder of the Reference ETF or on the Fédération's ability to perform its obligations under the Notes, or for equity dealers generally to place, maintain and modify hedges of positions in respect of the Units;
- f) the taking of any action by any governmental, administrative, legislative or judicial authority or power of any country, or any political subdivision thereof, which has a material adverse effect on the financial markets of Canada or of a country in which the Exchange or any Related Exchange is located;
- g) any outbreak or escalation of hostilities or other national or international calamity or crisis (including, without limitation, natural calamities, man-made disaster, armed conflict, act of terrorism, riot, labour disruption or any other circumstance beyond the Fédération's control) that has or would have a material adverse effect on the ability of the Fédération to perform its obligations under the Notes or of dealers generally to acquire, place, establish, re-establish, substitute, maintain, modify or unwind or dispose of any hedge transaction in respect of the Units or to realize, recover or remit the proceeds of any such hedge transaction in respect of the Units or has or would have a material adverse effect on the economy of Canada or of a country in which the Exchange or any Related Exchange is located or the trading of securities generally on the Exchange or Related Exchange; or
- h) an increase in the cost of acquiring, placing, establishing, re-establishing, substituting, maintaining, modifying, unwinding or disposing of any hedge transaction in connection with the Units or in the cost of realizing, recovering or remitting the proceeds of any such hedge transaction.

Extraordinary Event

If one of the events lists in the definition of "Extraordinary Event" occurs, then the Calculation Agent may, upon notice to the Noteholders to be given effective on an applicable Exchange Day (the date of such notification being the "Extraordinary Event Notification Date"), elect to estimate the present value, which may be nil, (the "Accelerated Return") as of the Extraordinary Event Notification Date, taking into account all relevant market circumstances, of a right to receive payment of any Variable Return that, but for such occurrence of the Extraordinary Event, would have been payable. Upon such election, the following consequences will arise as of the Extraordinary Event Notification Date:

- a) any Variable Return that may otherwise be payable by the Fédération will not be calculated in accordance with the provisions set out in "Note Program – Variable Return" above;

- b) the Accelerated Return will be determined as of the Extraordinary Event Notification Date, whether or not any Extraordinary Event is continuing on such date; and
- c) the Fédération shall be discharged of all its obligations in respect of any Variable Return.

Payment of the Accelerated Return, if any, per Note will be made on the tenth (10th) Business Day after the Extraordinary Event Notification Date. Upon such payment, the Noteholder's right to receive any Variable Return per Note will be extinguished.

In these circumstances, payment of the Principal Amount will not be accelerated and will remain due and payable only on the Maturity Date. It should be noted that the Accelerated Return, if any, will reflect a return to Noteholders that may be less than the amount of Variable Return that may have been payable absent the occurrence of the relevant Extraordinary Event and the election by the Fédération to pay the Accelerated Return.

"Extraordinary Event" means, in respect of the Reference ETF, any of the following events that occurs after the Issue Date and prior to Maturity where the Calculation Agent that such event constitutes an "Extraordinary Event":

- a) the winding-up, dissolution or liquidation of the Reference ETF or other cessation of trading of any units of the Reference ETF;
- b) the Fund Manager or any affiliate of the Fund Manager ceases to act as the investment adviser of the Reference ETF;
- c) the investment objectives, investment restrictions or investment policies of the Reference ETF or any units of the Reference ETF are modified (except where such modification is of a formal, minor or technical nature);
- d) a material modification (other than any modifications referred to in (iii) above) of the terms and conditions relating to the Reference ETF or any units of the Reference ETF (including, but not limited to, a material modification of the constating documents of the Reference ETF) or the occurrence of any event or change having a material adverse effect on the Reference ETF or any units of the Reference ETF (including, in respect of the Reference ETF, but not limited to, the interruption, breakdown or suspension for a significant period of time of the calculation or publication of the net asset value per unit);
- e) the non-execution or partial-execution by the Reference ETF of a subscription, redemption or exchange order given by an investor in any units of the Reference ETF or a refusal to transfer any of the units of the Reference ETF to an eligible transferee except where such non-execution, partial execution or refusal is the result of circumstances beyond the control of the Reference ETF;
- f) any mandatory redemption or other reduction (actual or potential as determined by the Calculation Agent) in the number of the units held by any holder of such units of the Reference ETF for any reason beyond the control of such holder;
- g) any failure by the Fund Manager to calculate or publish the daily official net asset value per unit within five (5) Business Days after the relevant valuation date except as provided in the case of a suspension of the determination of the net asset value per unit of the Reference ETF in accordance with the provisions set out in the constating documents of the Reference ETF;
- h) the Reference ETF imposes in whole or part any restriction, charge or fee in respect of a redemption, exchange or subscription of any units of the Reference ETF by any holder thereof (other than any fee applicable to a holder of the units of the Reference ETF as at the Issue Date), including, without limitation, a short-term trading fee imposed by the Fund Manager and paid to such Reference ETF that is different from the short-term trading fees charged by the Fund Manager generally as of the date hereof or that is applied differently than it would be applied as of the date hereof;
- i) any relevant activities of or in relation to the Reference ETF, the Fund Manager or its portfolio advisor are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof;
- j) a material authorization or licence is revoked or is under review by a competent authority in respect of the Reference ETF or the Fund Manager;

- k) any change in or in the official interpretation or administration of any laws or regulation relating to taxation that has or is likely to have a material adverse effect on any Unitholder or in respect of any hedge established by the Fédération or an affiliate in connection with the offering of the Notes;
- l) the Fédération or an affiliate is unable to effectively acquire, establish, re-establish, substitute, maintain, unwind or dispose of any hedging transaction in connection with the offering of the Notes or to realize, recover or remit the proceeds of any such hedging transaction;
- m) an increase in the cost of acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction of the Fédération or an affiliate or in the cost of realizing, recovering or remitting the proceeds of any such hedging transaction in connection with the offering of the Notes;
- n) as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other event, (1) it would become unlawful for any Unitholder to hold, purchase, exchange, redeem or sell any Units, (2) the cost of investing in any Units would materially increase, other than ordinary course increases in the market value of the units of the Reference ETF, or (3) a Unitholder would be subject to a material loss as a result of holding any Units of the Reference ETF;
- o) the Calculation Agent determines that a Market Disruption Event has occurred and has continued for at least ten (10) consecutive Exchange Days, or that any other Substitution Event has occurred, and the Calculation Agent has decided not to choose an issuer of an Alternate Security as a substitute for the Reference ETF on the grounds the Calculation Agent has determined that there is no other appropriate securities which offer sufficient liquidity in order for the Calculation Agent to acquire, place, establish, re-establish, substitute, maintain, modify or unwind or dispose of any hedge transaction in respect of such securities or to realize, recover or remit the proceeds of any such hedge transaction; or
- p) there is any change or proposed change in applicable law (or the interpretation or administration thereof) that, in the opinion of the Calculation Agent, would have a significant adverse effect to Noteholders regarding the market price, value, marketability or return payable with respect to the Notes.

FORM AND REGISTRATION

All Notes will be represented in the form of a fully-registered, book-entry only global note (the “Global Note”) held by or on behalf of the Fédération as custodian of the Global Note, and registered in the name of the Fédération or its nominee, as depository for the Notes (the “Nominee”) with CDS. All references to the Notes and a Note contained in this Information Statement will include the Global Note unless the context otherwise requires.

Except in the limited circumstances described below, purchasers of beneficial interests in the Global Note will not be entitled to receive Notes in definitive form. Rather, the Notes will be represented in book-entry form only. Beneficial interests in the Global Note, constituting ownership of Notes, will be represented through (a) book-entry accounts of Fédération of the institutions or market intermediaries such as dealers acting on behalf of beneficial owners of Notes, which will be Desjardins Investments for any beneficial owner of Notes that has not elected an institution or market intermediary to hold Notes on his or her behalf and (b) book-entry account of such institutions or market intermediaries such as dealers acting on behalf of beneficial owners of Notes. The Fédération will be responsible for establishing and maintaining book-entry accounts for the institutions or market intermediaries such as dealers acting on behalf of beneficial owners of Notes having interests in the Global Note. Transfers of ownership of beneficial interests in the Global Note will be effected through records maintained by the Fédération or the Nominee for the Global Note and through the records of institutions or market intermediaries such as dealers acting on behalf of beneficial owners of Notes. If the Fédération is unwilling or unable to continue as depository in connection with the Global Note and, if a successor depository is not appointed by the Fédération within 90 days after receiving such notice, the Fédération will issue or cause to be issued Notes in definitive form upon registration of transfer of, or in exchange for, the Global Note. Notes in definitive form will be in fully registered form. The text of the definitive Notes will contain such provisions as the Fédération may deem necessary or advisable provided that such provisions may not be incompatible with the provisions of the terms and conditions of the Notes as set out in the Global Note.

The Fédération will keep or cause to be kept a register in which will be recorded registrations and transfers of Notes in definitive form if issued. Such register will be kept at the office of the Fédération, or at such other office notified by the Fédération to the Noteholders.

No transfer of the Global Note or, if issued, of Notes in definitive form will be valid unless registered in the aforesaid register upon surrender of the Global Note or Notes in definitive form for cancellation with a written instrument of transfer in form and as to execution satisfactory to the Fédération, and upon compliance with such reasonable requirements as the Fédération may prescribe.

The Global Note may not be transferred except as a whole by the Fédération to a Nominee of the Fédération, or by a Nominee of the Fédération to the Fédération or another Nominee of the Fédération.

NO EARLY REDEMPTION

The Notes will not be redeemable by the Fédération prior to the Maturity Date.

PAYMENT

The Principal Amount and any Variable Return payable under the Global Note on any due date will be made available by the Fédération, at the Fédération's option, through Fundserv or its nominee in accordance with arrangements between the Fédération and Fundserv. Fundserv or its nominee (as the case may be) will, upon receipt of any such amount, immediately facilitate payment to the applicable member of Fundserv, or credit to the accounts of those members of Fundserv, in amounts proportionate to the respective beneficial interests of Noteholders in the Principal Amount or the Variable Return, if any, (as the case may be) as shown on the records of the Fédération or its Nominee. The Fédération expects that payments by members of Fundserv to owners of beneficial interests in the Global Note held through such members of Fundserv will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such members of Fundserv.

The responsibility and liability of the Fédération in respect of Fundserv Notes represented by the Global Note is limited to making payment of any amount due on the Fundserv Notes to Fundserv or its Nominee and maintaining appropriate records with respect to interests of members of Fundserv.

The responsibility and liability of the Fédération in respect of Notes represented by the Global Note is to maintain records showing the institutions or market intermediaries such as dealers acting on behalf of beneficial owners of Notes and make appropriate payments to such persons.

Neither the Fédération nor Fundserv will be bound to see to the execution of any trust affecting the ownership of any Note or be affected by notice of any equity that may be subsisting with respect to any Note.

RANK

The Notes will constitute direct, unsubordinated and unsecured obligations of the Fédération ranking, prior to insolvency or winding up, *pari passu* among themselves with all other direct, unsubordinated and unsecured indebtedness of the Fédération outstanding from time to time, including its deposit liabilities. In the event of the insolvency or winding-up of Fédération in accordance with applicable law, the Notes will rank equally in right of payment with all deposit liabilities and other unsecured and unsubordinated liabilities of Groupe coopératif Desjardins (as defined under the AFSC), except as may be provided by law.

SECONDARY MARKET

The Principal Amount of the Notes is only repayable at maturity. A Noteholder cannot elect to receive the Principal Amount of the Notes prior to the Maturity Date; however a Noteholder may be able to sell the Notes prior to the Maturity Date in any available secondary market. Any selling agent may from time to time purchase and sell Notes in the secondary market but is not obligated to do so. There can be no assurance that there will be a secondary market for the Notes. The offering price and other selling terms for such sales in the secondary market may, from time to time, be varied by the relevant selling agent. The Notes will not be listed on any stock exchange.

DSI intends, in normal market conditions, to maintain a secondary market for the Notes, but is not obligated to do so. There can be no assurance that there will be such a market and DSI is making no representation that there will be such a market. If a secondary market does develop, DSI reserves the right not to maintain any secondary market in the future at its sole discretion without providing notice to Noteholders. Changes in laws and regulations may impact the ability of DSI to maintain any secondary market that may develop. To the extent that an available secondary market does exist, a Noteholder may be able to sell a Note, in whole or in part. A Noteholder who sells a Note to DSI prior to the Maturity Date will receive sales proceeds (which may be less than the Principal Amount of the Notes and less than the Variable Return that would otherwise be payable if the Notes were maturing at such time)

equal to the bid price for the Note posted on Fundserv, if available, determined at the time of sale based on prevailing market conditions.

See “FUNDSERV” below for details in respect of secondary market trading where the Notes are held through members of Fundserv.

Any bid price of the Notes in the secondary market (if available) may be affected by a number of interrelated factors including, among others, the price performance of the Units, volatility in the Closing Price of the Units, correlation in price movements between the securities comprising the Index, prevailing interest rates, changes in the market’s view of the Fédération’s creditworthiness, the dividend yields of the securities comprising the Index, the time remaining to the Maturity Date, and any market demand for the Notes. The relationship among these factors is complex and may also be influenced by various political, economic and other factors that can affect any bid price of the Notes.

NOTIFICATION

If notice regarding the Notes is required to be given to Noteholders, such notice will be valid and effective (i) if such notice is given (which notice may be given by mail, fax or other electronic means) to the Fédération, as depositary, and (ii) in the case where the Notes are held through Fundserv, if such notice is provided directly by the Fédération (or indirectly through dealers and financial advisors who sold the Notes in certain cases) to investors to the extent required by applicable regulations. The Fédération will have no obligation to notify Noteholders, dealers or financial advisors in any other manner.

AMENDMENTS TO THE NOTES

The terms of the Notes may be amended by the Fédération without the consent of the Noteholders if, in the reasonable opinion of the Fédération, the amendment would not materially and adversely affect the interests of the Noteholders.

FUNDSERV

Some Noteholders may purchase Notes through dealers and other firms that facilitate purchase and related settlement through Fundserv. The following Fundserv information is pertinent for such Noteholders. Noteholders should consult with their financial advisors as to whether their Notes have been purchased through Fundserv and to obtain further information on Fundserv procedures applicable to those Noteholders.

Where a Noteholder’s purchase order for Notes is effected by a dealer or other firm through Fundserv, such dealer or other firm may not be able to accommodate a purchase of Notes under certain registered plans for purposes of the Tax Act. Noteholders should consult their financial advisors as to whether their orders for Notes will be made through Fundserv and any limitations on their ability to purchase Notes through certain registered plans.

GENERAL INFORMATION

Fundserv is owned and operated by both fund sponsors and distributors and provides distributors of funds and certain other financial products (including brokers and dealers who sell investment funds, companies who administer registered plans that include investment funds and companies who sponsor and sell financial products) with online order access to such financial products. Fundserv was originally designed and is operated as a mutual fund communications network facilitating members in electronically placing, clearing and settling mutual fund orders. In addition, Fundserv is currently used in respect of other financial products that may be sold by financial planners, such as the Notes. Fundserv enables its members to clear certain financial product transactions between members, to settle the payment obligations arising from such transactions, and to make other payments between themselves.

FUNDSERV NOTES HELD THROUGH DESJARDINS INVESTMENTS

As stated above, all Notes will initially be issued in the form of a fully registered Global Note that will be deposited with the Fédération. Fundserv Notes will also be evidenced by that Global Note, as are all other Notes. See “DESCRIPTION OF NOTES - Form and Registration” above for further details on the Fédération as a depositary and related matters with respect to the Global Note. Noteholders holding Fundserv Notes will therefore have an indirect beneficial interest in the Global Note. That beneficial interest will be recorded by the Fédération as being owned by Desjardins Investments. Desjardins Investments in turn will record in its records respective beneficial interests in the Fundserv Notes. A Noteholder should understand that Desjardins Investments will make such recordings as instructed through Fundserv by the Noteholder’s financial advisor.

PURCHASE THROUGH FUNDSERV

In order to complete the purchase of Fundserv Notes, the full subscription price (i.e., the aggregate Principal Amount therefor) must be delivered to Desjardins Investments in immediately available funds by no later than the Issue Date. Despite delivery of such funds, Desjardins Investments reserves the right not to accept any offer to purchase Fundserv Notes. If for any reason Notes are not issued to a person who has delivered such funds, delivered funds will be forthwith returned. In any case, whether or not the Notes are issued, no other interest or other compensation will be paid to the purchaser in respect of delivered funds or to the dealer or financial advisor representing such purchaser.

SALE THROUGH FUNDSERV

A Noteholder wishing to sell Fundserv Notes prior to the Maturity Date is subject to certain procedures and limitations to which a Noteholder holding Notes through a member of Fundserv. Any Noteholder wishing to sell a Fundserv Note should consult with his or her financial advisor in advance in order to understand the timing and other procedural requirements and limitations of selling. A Noteholder must sell Fundserv Notes by using the “redemption” procedures of Fundserv; any other sale or redemption is not possible. Accordingly, a Noteholder will not be able to negotiate a selling price for Fundserv Notes. Instead, the financial advisor for the Noteholder will need to initiate an irrevocable request to “redeem” the Fundserv Note in accordance with the then established procedures of Fundserv. Generally, this will mean the financial advisor will need to initiate such request by 1:00 p.m. (Montreal time) on a Business Day (or such other time as may hereafter be established by Fundserv). Any request received after such time will be deemed to be a request sent and received on the next following Business Day. Any sale of the Fundserv Note to DSI will be effected at a sale price equal to (i) the Fundserv “net asset value” of a Note as of the close of business on the applicable Business Day. The Noteholder should be aware that, although the “redemption” procedures of Fundserv would be utilized, the Fundserv Notes of the Noteholder will not be redeemed by the Fédération, but rather will be sold in the secondary market to DSI. In turn, DSI will be able in its discretion to sell those Fundserv Notes to other parties at any price, to hold them in its inventory or to arrange for redemption by the Fédération. DSI will have the sole right to accept or reject requests for the redemption of Fundserv Notes either in whole or part.

Noteholders should be aware that there is no obligation to provide such “redemption” mechanism to sell Fundserv Notes. Noteholders should also be aware that, if such “redemption” mechanism to sell Fundserv Notes is provided from time to time, such “redemption” mechanism to sell Fundserv Notes may be suspended for any reason without notice, thus effectively preventing Noteholders from selling their Fundserv Notes. Potential Noteholders who may require liquidity should carefully consider this possibility before purchasing Fundserv Notes. The Notes are generally not suitable for an investor who requires liquidity prior to the Maturity Date.

Desjardins Investments is the “fund sponsor” for the Notes within Fundserv. A “net asset value” will be posted for the Notes on a daily basis, which value may also be used for valuation purposes in any statement sent to Noteholders. Any “net asset value” posted in Fundserv will actually represent DSI’s bid price for the Notes as of the close of business for the applicable Business Day. There is no guarantee that the “net asset value” for any day is the highest bid price possible in any secondary market for the Notes, but will represent DSI’s bid price generally available to all Noteholders, including clients of DSI, as at the relevant close of business. See “DESCRIPTION OF NOTES - Secondary Market” above for a discussion of factors that may affect the trading price of the Notes.

A Noteholder is generally able to transfer Fundserv Notes to another dealer; however in limited circumstances certain dealers may be unable to accommodate Fundserv Notes. In the event that a transfer to any such dealer is not permissible, the Noteholder would be able to sell the Fundserv Notes, only pursuant to the procedures outlined above.

PLAN OF DISTRIBUTION

Each Note will be issued at 100% of the Principal Amount thereof. The Notes will be offered from time to time by the Fédération through selling agents, who have agreed to use their best efforts to solicit purchases of the Notes. These selling agents may include related entities of the Fédération such as DSI, DFSF and DFSI. DSI, DFSF and DFSI are wholly-owned subsidiaries of the Fédération, and the Fédération is a related issuer of DSI, DFSF and DFSI.

The Fédération will have the sole right to accept offers to purchase Notes and may reject any proposed purchase of Notes in whole or in part. A selling agent will have the right, in its discretion reasonably exercised, without notice to the Fédération, to reject any offer to purchase Notes received by it in whole or in part.

The Fédération may also sell Notes to a selling agent, acting as principal, for resale to one or more investors at varying prices related to prevailing market prices at the time of such resale to be determined by such selling agent. The Fédération also reserves the right to sell Notes to investors directly on its own behalf in those jurisdictions where it is authorized to do so.

Unless the Notes are sold by the Fédération to a selling agent acting as principal, no part of any commission paid by the Fédération to the selling agent may be reallocated, directly or indirectly, to the purchaser of the Notes or to others, and the selling agent will not be entitled to receive any commission from any other party in respect of initial sales of the Notes.

The Fédération reserves the right to issue additional Notes of a series previously issued, and other debt securities which may have terms substantially similar to the terms of the Notes offered hereby, which may be offered by the Fédération concurrently with the offering of Notes.

The Fédération further reserves the right to purchase for cancellation at its discretion any amount of Notes in the secondary market, without notice to the Noteholders in general.

The Fédération may, at any time prior to the Issue Date, elect in its discretion whether or not to proceed in whole or in part with the issuance of the Notes. If the Fédération for any reason elects not to proceed with the issuance of the Notes then all subscription funds received in connection with the proposed issuance will be returned to investors without interest or deduction.

The Notes may not be offered or sold in any jurisdiction outside of Canada where such offering or sale is restricted by law or by policies of either the Fédération and/or the selling agents. The Fédération and the selling agents require persons into whose possession this Information Statement comes to inform themselves of and observe any and all such restrictions. More particularly, the Notes have not been, and will not be, registered with the U.S. Securities and Exchange Commission and will not be offered or sold in the United States.

RIGHT OF CANCELLATION

An investor may cancel an order to purchase a Note (or the purchase of a Note, if already issued) by providing instructions to the Fédération through his or her investment advisor within two Business Days of the later of (i) the day on which the agreement to purchase the Note is entered into and (ii) the deemed receipt of this Information Statement.

The agreement to purchase the Notes will be entered into (i) if the order to purchase is received via telephone or electronic means, on the day on which the order to purchase is received, or (ii) if the order to purchase is received in person, on the later of the second Business Day following (a) the day of deemed receipt of this Information Statement and (b) the day on which the order to purchase is received.

An investor will be deemed to have received the Information Statement (i) on the day recorded as the time of sending by the server or other electronic systems, if provided by electronic means; (ii) on the day recorded as the date of sending by fax machine, if provided by fax; (iii) five Business Days after the postmark date, if provided by mail, or (iv) when it is received, in any other case.

Upon cancellation, the investor is entitled to a refund of the Principal Amount and any fees relating to the purchase that have been paid by the investor. This right of cancellation does not extend to investors buying a Note in the secondary market.

RELATED MATTERS

CALCULATION AGENT

The Calculation Agent will be responsible, among other things, for determining the Initial Price, determining the “net asset value” of a Note as of the close of business on any Business Day, determining the Final Average Price, the amount of any Variable Return and whether a Potential Adjustment Event or Market Disruption Event has occurred.

Whenever the Calculation Agent is required to act, it will do so in good faith and in a commercially reasonable manner, and its determinations and calculations will be binding in the absence of manifest error. The Calculation Agent is a wholly-owned subsidiary of the Fédération. So long as the Fédération and the Calculation Agent are related parties, the Calculation Agent may have economic interests adverse to those of the Noteholders, including with respect to certain determinations that the Calculation Agent must make in determining the amount of any Variable Return and in determining whether a Potential Adjustment Event or Market Disruption Event has occurred and in making certain other determinations with regard to the Reference ETF.

Nothing in the Notes will create a fiduciary relationship between the Calculation Agent and the Noteholder and the Calculation Agent will owe no fiduciary duties or obligations to the Noteholder in connection with the performance of its duties and/or exercise of its discretion pursuant to the Note.

DEALINGS WITH COMPANIES

The Fédération and the Calculation Agent may from time to time, in the course of their respective normal business operations, extend credit to or hold securities of or enter into other business dealings with one or more of the companies which securities comprise the Index. Each of the Fédération and the Calculation Agent has agreed that all such actions taken by it will be taken based on normal commercial criteria in the particular circumstances and will not take into account the effect, if any, of such actions on the performance of any company which securities comprise the Index or the amount of Variable Return, if any, that may be payable on the Notes.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Notes by a Noteholder who purchases the Notes at the time of their issuance, who is an individual (other than a trust) and who, for the purposes of the Tax Act and at all relevant times, is or is deemed to be a resident of Canada, deals at arm's length with and is not affiliated with the Fédération and holds the Notes as capital property. This summary does not apply to a Noteholder that is a corporation, partnership or trust, including a "financial institution" within the meaning of section 142.2 of the Tax Act.

This summary is based on the provisions of the Tax Act and the Regulations thereunder as in force on the date of this Information Statement, all specific proposals (the "Proposals") to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date of this Information Statement and the current administrative policies and assessing practices of the Canada Revenue Agency (the "CRA") published in writing by the CRA prior to the date of this Information Statement. Except for the Proposals, this summary does not take into account or anticipate any changes in law or the CRA's administrative policies and assessing practices, whether by legislative, governmental or judicial decision or action, and there can be no assurance that the Tax Act or the Regulations will not be amended or the CRA's administrative policies and assessing practices changed in a manner that could materially adversely affect the Canadian federal income tax considerations described herein. This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Notes and does not take into account other federal or any provincial, territorial or foreign income tax legislation or considerations. While this summary assumes that the Proposals will be enacted in the form proposed, there can be no assurance that the Proposals will be enacted as proposed or at all.

This summary is of a general nature only and is not intended to be, nor should it be relied upon as, legal or tax advice to any Noteholder. Noteholders should consult their own tax advisors for advice with respect to the income tax consequences of an investment in Notes, based on their particular circumstances. In particular, Noteholders should consult their tax advisors as to whether they will hold the Notes as capital property for purposes of the Tax Act, which determination should take into account, among other factors, whether the Notes are acquired with the intention or secondary intention of selling them prior to the Maturity Date, and as to whether the Noteholder is eligible for and should file an irrevocable election under subsection 39(4) of the Tax Act to treat every "Canadian security" owned by the Noteholder, including the Notes, as capital property.

VARIABLE RETURN AND ACCELERATED RETURN

The full amount of the Variable Return, if any, payable on the Maturity Date generally will be required to be included in the Noteholder's income as interest in the taxation year of the Noteholder that includes the Final Valuation Date, to the extent that such amount was not otherwise included in computing the Noteholder's income in the taxation year or a preceding taxation year. If the Fédération elects to pay the Accelerated Return prior to the Maturity Date as a result of an Extraordinary Event, the full amount of the Accelerated Return, if any, generally will be required to be included in the Noteholder's income as interest in the taxation year of the Noteholder that includes the Extraordinary Event Notification Date, to the extent that such amount was not otherwise included in computing the Noteholder's income in the taxation year or a preceding taxation year.

The CRA takes the administrative position that instruments similar to the Notes constitute "prescribed debt obligations" within the meaning of the Tax Act and the Regulations. The rules (the "prescribed debt obligation rules") in the Tax Act and the Regulations applicable to a prescribed debt obligation generally require a taxpayer to accrue the amount of any interest, bonus or premium receivable in respect of the obligation over the term of the obligation, based on the maximum amount of interest, bonus or premium that could be payable on the obligation. Based in part on the CRA's administrative practice with regard to "prescribed debt obligations", there should be no deemed accrual of the Variable Return or the Accelerated Return prior to such amounts becoming calculable.

DISPOSITION OF NOTES

In certain circumstances, where an investor assigns or otherwise transfers a debt obligation, the amount of interest accrued on the debt obligation to that time, but unpaid, will be excluded from the proceeds of disposition of the obligation for purposes of computing any capital gain (or capital loss) on the disposition of the obligation and will be required to be included as interest in computing the investor's income for the taxation year in which the transfer occurs, except to the extent that such amount has been otherwise included in income for the taxation year or a preceding taxation year.

Based on the terms of the Notes and the CRA's administrative practice to date with regard to "prescribed debt obligations", there should be no amount in respect of the Variable Return payable on the Maturity Date that will be treated as accrued interest on an assignment or transfer of a Note prior to such amount becoming calculable, and no amount in respect of the Accelerated Return that will be treated as accrued interest on an assignment or transfer of a Note prior to the Fédération giving notice of its intention to pay the Accelerated Return as a result of an Extraordinary Event. Where an investor assigns or otherwise transfers a Note, the amount of the excess, if any, of the proceeds of disposition over the Principal Amount of the Note will be included in the Noteholder's income as interest in the taxation year in which the disposition occurs, except to the extent that the amount was otherwise included in income for the taxation year or a preceding taxation year.

On a disposition or deemed disposition of a Note by a Noteholder (including a sale through Fundserv or otherwise in the secondary market, if available, but not including a disposition resulting from a payment by or on behalf of the Fédération), the Noteholder will realize a capital loss (or a capital gain) to the extent that the Noteholder's proceeds of disposition, net of any amount required to be included in the income of the Noteholder as interest (including deemed interest as described above) and any reasonable costs of disposition, are less than (or exceed) the Noteholder's adjusted cost base of the Note.

Noteholders who dispose Notes prior to the Maturity Date should consult their tax advisor with respect to their particular circumstances.

TREATMENT OF CAPITAL GAINS AND LOSSES

One-half of a capital gain realized by a Noteholder is required to be included in the income of the Noteholder. One-half of a capital loss realized by a Noteholder is deductible against the taxable portion of capital gains realized in the taxation year, in the three preceding taxation years or in subsequent taxation years, subject to the rules in the Tax Act. Capital gains realized by an individual may give rise to a liability for alternative minimum tax.

ELIGIBILITY FOR INVESTMENT BY REGISTERED PLANS

The Notes, if issued on the date hereof, would be, on such date, qualified investments under the Tax Act and the Regulations thereunder for trusts governed by registered retirement savings plans ("RRSPs"), registered retirement income funds ("RRIFs"), registered education savings plans ("RESPs"), registered disability savings plans ("RDSPs"), deferred profit sharing plans (other than a trust governed by a deferred profit sharing plan or revoked plan to which contributions are made by the Fédération or by an employer with which the Fédération does not deal at arm's length within the meaning of the Tax Act) and tax-free savings accounts ("TFSA"), each as defined in the Tax Act.

Notwithstanding that the Notes may be qualified investments, a holder of a TFSA or a RDSP, a subscriber of a RESP or an annuitant of an RRSP or RRIF will be subject to a penalty tax if the Notes are "prohibited investments" (as defined in the Tax Act) for a trust governed by a TFSA, RDSP, RESP, RRSP or RRIF. The Notes will generally be a prohibited investment for a trust governed by a TFSA, RDSP, RESP, RRSP or RRIF if the holder of the TFSA or the RDSP, the subscriber of a RESP or the annuitant of the RRSP or RRIF, as the case may be, does not deal at arm's length with the Fédération for purposes of the Tax Act.

Holders of TFSAs or RDSPs, subscribers of RESPs and annuitants of RRSPs or RRIFs should consult their own advisors in this regard.

RISK FACTORS

SUITABILITY OF THE NOTES FOR INVESTMENT

A person should reach a decision to invest in the Notes after carefully considering, with his or her advisors, the suitability of the Notes in light of investment objectives and the information set out in this Information Statement. An investment in the Notes is suitable only for investors prepared to assume risks with respect to a return linked to the depreciation of the Reference ETF. The Notes are designed for investors who are prepared to hold the Notes to maturity and who believe that the price of a Unit will

depreciate over the term of the Note. An investment in the Notes is not suitable for an investor looking for a guaranteed return. The Fédération and the selling agents make no recommendation as to the suitability of the Notes for investment.

NOTES DIFFER FROM CONVENTIONAL INVESTMENTS

The Notes are not conventional notes or debt instruments. The Notes do not provide investors with an income stream calculated using a fixed or floating rate of interest or a return that can be determined prior to the Final Valuation Date. Noteholders will not be able to determine the amount of the Variable Return, if any, that they will receive on the Notes prior to the Final Valuation Date.

YOU MAY RECEIVE NO RETURN ON YOUR INVESTMENT

The amount, if any, of the Variable Return payable on the Notes is uncertain in that the Notes could produce no Variable Return at all. You may as a result receive no return on your investment. The amount of Variable Return payable under the Notes is linked to the depreciation of the Reference ETF and the Participation Rate. The Closing Price of the Units have in the past experienced significant movements and it is impossible to know the future direction. The Note will not yield any return unless the Final Average Price is lower than the Initial Price that is, unless the price of a Unit has depreciated over the term of the Note. See “CALCULATION OF PAYMENTS UNDER THE NOTES”.

AN INVESTMENT IN THE NOTES IS NOT AN INVESTMENT IN THE UNITS

The Notes are not equivalent to a direct investment in the Units. As such a Noteholder will not be entitled to the rights and benefits of Unitholder, including any right to receive distributions or dividends or to vote at or attend meetings of Unitholders. The Notes are subject to different risks than such a direct investment and any return payable under the Notes will not be identical to the return associated with direct ownership of the Units. The performance of the Units will be measured on a price return basis and will not take into account any dividends paid (dividend yield of the Reference ETF as at September 30, 2019 was 1.86 %).

THE VARIABLE RETURN WILL NOT BE IDENTICAL TO THE REFERENCE ETF PERFORMANCE OR DEPRECIATION

As a result of the Participation Rate and the determination of the Variable Return based on the average of the Closing Prices on the Average Valuation Dates, the Inverse ETF Return used in the calculation of the Variable Return will not be identical to the depreciation of the Reference ETF over the term of the Notes. See “CALCULATION OF PAYMENTS UNDER THE NOTES” for examples.

VARIABLE RETURN MAY BE LIMITED BY THE MAXIMUM RETURN

The Variable Return, if any, may be limited by the Maximum Return. If the Inverse ETF Return multiplied by the Participation Rate exceeds the Maximum Return, the Variable Return to be paid will be limited to the Maximum Return. The Maximum Return is equal to 11.50% or equivalent to a 5.59% compounded annual return.

DEPENDENCE ON MANAGEMENT OF THE REFERENCE ETF

A Variable Return will only be paid if the Final Average Price is lower than the Initial Price because the price of the Unit of the Reference ETF has depreciated. The successful replication of the Index by the Fund Manager through the Reference ETF depends on the skill and acumen of the management and portfolio management teams of the Fund Manager and any portfolio sub-advisors appointed by the Fund Manager. These individuals will not devote all of their time to the business of the Reference ETF. If these individuals should cease to participate in the business of the Reference ETF, the ability of the Reference ETF to replicate the Index could be severely impaired. There can be no assurance that: (a) the investment objectives of the Reference ETF will be realized; (b) the Reference ETF will successfully replicate the Index; (c) the Index will depreciate; or (d) even in the event that the Index depreciates, the Reference ETF will track the Index depreciation. Past performance of the Reference ETF, Index and Fund Manager is not indicative of future performance.

THERE IS NO ASSURANCE OF A SECONDARY MARKET AND THE NOTES MAY SELL AT A SUBSTANTIAL DISCOUNT ON THE SECONDARY MARKET

The Principal Amount of the Notes is only repayable at maturity. There is no assurance that a secondary market through which the Notes may be sold will develop or if such market develops, whether such market will be liquid. The Notes will not be listed on any stock exchange. A sale of Notes originally purchased through Fundserv will be subject to certain additional procedures and limitations. See “DESCRIPTION OF THE NOTES – Fundserv”.

The Noteholder may have to sell the Notes at a substantial discount from the original Principal Amount and the Noteholder may as a result suffer a substantial loss. The bid price of the Notes will be determined by Desjardins Investments and will be dependent upon a number of factors, which may include supply and demand for the Notes, inventory positions of Notes with Desjardins Investments, interest rates in the market in general, the return of the Units since the Issuance Date, the time remaining until the Maturity Date, the volatility of the Units, economic, financial, political, regulatory or judicial events that affect the Closing Price of the Units, and real or anticipated changes in credit ratings of the Fédération, which can affect the cost at which the Fédération can transact or obtain funding, and thereby affect the Fédération's liquidity, business, financial condition or results of operations. See "RISK FACTORS - Notes are Subject to the Credit Risk of the Fédération".

The Notes are generally not suitable for an investor who requires liquidity prior to the Maturity Date. See "DESCRIPTION OF THE NOTES – Secondary Market".

SPECIAL CIRCUMSTANCES

If a Market Disruption Event occurs on a day on which the Closing Price is to be determined for calculating the Variable Return, the determination of that price (and possibly any subsequent payment of that Variable Return, if any) may be delayed. Fluctuations in the Closing Price may occur in the interim. In certain unusual circumstances, the Calculation Agent may estimate the Closing Price, replace the Units with an Alternate Security or determine the amount of the Variable Return, if any, that may be payable to Noteholders in an alternate manner. However, in no event will the Principal Amount be paid prior to the Maturity Date. See "DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances".

In certain circumstances, such as a Substitution Event, the Calculation Agent may replace the Reference ETF with an Alternate Security, that is, a security of another comparable issuer as chosen by the Calculation Agent. In other circumstances, the Calculation Agent may adjust any one or more of the Initial Price, the formula for calculating the Inverse ETF Return, or any other component or variable relevant to the determination of any Variable Return to account for those circumstances. Adjustments made to a component or variable relevant to the determination of the amount of Variable Return may have a negative effect on the Inverse ETF Return or on the amount of the Variable Return payable.

If the Calculation Agent determines that an Extraordinary Event has occurred, the Calculation Agent may elect, upon notice to the Noteholders, to estimate the present value, which may be nil, as of the Extraordinary Event Notification Date, of a right to receive the Variable Return, if any, that, but for such occurrence of the Extraordinary Event, would have been payable on Maturity. Upon such election, the Accelerated Return, if any, will be paid on the tenth (10th) Business Day after the Extraordinary Event Notification Date and no other variable return will be payable to Noteholders. In these circumstances, payment of the Principal Amount will not be paid until the Maturity Date. See "DESCRIPTION OF THE NOTES – Adjustments and Exceptional Circumstances".

NOTES ARE NOT A GUARANTEED DEPOSIT

The Notes do not constitute guaranteed deposits within the meaning of the *Deposit Institutions and Deposit Protection Act* (Québec) or any other deposit insurance regime designed to ensure the payment of all or a portion of a deposit upon insolvency of the deposit-taking institution.

NOTES ARE SUBJECT TO THE CREDIT RISK OF THE FÉDÉRATION

The obligation to make payments under the Notes is an obligation of the Fédération. The likelihood that Noteholders will receive payments owing to them under the Notes will depend on the financial health and creditworthiness of the Fédération.

The Notes will constitute direct, unsubordinated and unsecured obligations of the Fédération ranking *pari passu* among themselves with all other direct, unsubordinated and unsecured indebtedness of the Fédération outstanding from time to time, including its deposit liabilities. In the event of the insolvency or winding-up of Fédération in accordance with applicable law, the Notes will rank equally in right of payment with all deposit liabilities and other unsecured and unsubordinated liabilities of Groupe coopératif Desjardins (as defined under the AFSC), except as may be provided by law.

We refer you to the risks described in the Fédération's annual report for the year ended December 31, 2018 and the Fédération's latest quarterly report available at www.sedar.com. These reports disclose known material trends and events, and risks or uncertainties, that are reasonably expected to have a material effect on the Fédération's business, financial condition, results of operation and hence, on its general creditworthiness.

NOTES ARE SUBJECT TO RISK FACTORS AFFECTING THE UNITS

The value of most investments, in particular equity securities, is affected by changes in general market conditions. These changes may be caused by various factors, including corporate developments, changes in interest rates, changes in the level of inflation, and other political and economic developments. These changes can affect the price of equity securities which can move up or down, without any predictability. An increase in the Closing Price of the Units may adversely affect the amount of any Variable Return that may be payable under the Notes, and consequently, the value of the Notes. The equity markets are subject to temporary distortions or other disruptions due to various factors, including a lack of liquidity in the markets, the participation of speculators, and government regulation and intervention. These circumstances could adversely affect the value of the Notes. Closing Prices of the Units may fluctuate rapidly based on numerous factors, including: changes in supply and demand relationships; trade; fiscal, monetary and exchange control programs; domestic and foreign political and economic events and policies; disease; pestilence; weather; technological developments and changes in interest rates. These and other factors may affect the value of the Notes in varying ways causing the value of the Units, and the volatilities of their prices, to move in inconsistent directions at inconsistent rates.

Potential Noteholders should undertake an independent investigation of the Reference ETF as they deem necessary to allow them to make an informed decision with respect to an investment in the Notes.

PERFORMANCE OF THE NOTES WILL BE AFFECTED BY FACTORS AFFECTING THE SECURITIES COMPRISING THE INDEX REPLICATED BY THE REFERENCE ETF

The shares comprising the Index replicated by the Reference ETF are equity securities of companies listed on exchanges in the United States. The performance of the Notes will be affected by factors affecting American securities markets. American securities markets may be more or less volatile than Canadian or other securities markets and may be affected by market developments in different ways than Canadian or other securities markets. Direct or indirect government intervention to stabilize a particular securities market and cross shareholdings in companies on international securities markets may affect prices and the volume of trading on those markets. Additionally, accounting, auditing and financial reporting standards and requirements in the United States differ from those applicable to Canadian reporting companies. The prices and performance of securities of companies in the United States may be affected by political, economic, financial and social factors in the United States. In addition, recent or future changes in a country's government, economic and fiscal policies, the possible imposition of, or changes in, currency exchange laws or other laws or restrictions, and possible fluctuations in the rate of exchange between currencies, are factors that could negatively affect international securities markets. Moreover, the economy in the United States may differ favourably or unfavourably from the Canadian economy in economic factors such as growth of gross national product, rate of inflation, capital reinvestment, resources and self-sufficiency.

POTENTIAL CONFLICTS OF INTEREST MAY EXIST IN CONNECTION WITH THE NOTES

The Fédération is the issuer of the Notes and Desjardins Investments, a wholly-owned subsidiary of the Fédération, is the Calculation Agent. As the Calculation Agent, Desjardins Investments may have to exercise judgment and discretion from time to time to make certain calculations, adjustments and determinations in relation to the Notes. Since these calculations, adjustments and determinations may affect the return or market value of the Notes, potential conflicts of interest between Desjardins Investments and Noteholders may arise. The Fédération or one or more of its affiliates may, at present or in the future, publish research reports with respect to the companies whose securities are included in the Reference ETF or in respect of the Index. This research may be modified from time to time without notice and may express opinions or provide recommendations inconsistent with purchasing or holding the Notes. The Fédération or one or more of its affiliates may have dealings with one or more of the companies whose securities are included in the Reference ETF and such dealings will not take into account the effect, if any, on the securities included in the Reference ETF or Noteholders' interests generally. The Fédération or one or more of its affiliates may buy or sell as agent or principal or make markets in the securities of one or more of the companies whose securities comprise the Index and such trading will not take into account the effect, if any, on the securities comprising the Index or Noteholders' interests generally. Any of these activities may affect the return or market value of the Notes. In addition, DSI, which intends in normal market conditions to provide a secondary market, is an affiliate of the Fédération.

THERE ARE TAX CONSEQUENCES ASSOCIATED WITH AN INVESTMENT IN THE NOTES

A Noteholder should consider the income tax considerations of an investment in the Notes. A Noteholder should also consider the income tax consequences of a disposition of the Notes prior to the Maturity Date. See "CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS" for a summary of certain Canadian federal income tax considerations generally applicable to an individual Noteholder (other than a trust) resident in Canada who purchases the Notes at the time of their issuance deals at arm's length with and is not affiliated with the Fédération and holds the Notes as capital property.

There can be no assurance that the CRA's administrative practice with regard to "prescribed debt obligations" as described above under "CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS" will not be subject to change or qualification relevant to the Notes or that the CRA will agree with and not take a contrary view with respect to the income tax considerations discussed under "CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS".

THERE MAY BE CHANGES IN LEGISLATION OR ADMINISTRATIVE PRACTICES THAT ADVERSELY AFFECT THE NOTEHOLDERS

There can be no assurance that income tax, securities and other laws or the administrative practices of any government agency (such as the CRA) will not be amended or changed in a manner which adversely affects Noteholders.

ECONOMIC AND REGULATORY ISSUES

Changes in economic conditions, including, for example, interest rates, inflation rates, commodity prices, industry conditions, competition, technological developments, political and diplomatic events and trends, war, tax laws and innumerable other factors, can affect substantially and adversely the Inverse ETF Return. None of these conditions are within the control of the Fédération.

The Notes are not subject to Canadian securities laws. Accordingly, Noteholders do not have the same rights of action with respect to the disclosure in this Information Statement that a prospectus would provide. No securities commission or similar authority has in any way passed upon the merits of investing in the Notes or the information contained in this Information Statement.

NO INDEPENDENT CALCULATION

As part of its responsibilities, the Calculation Agent, a wholly-owned subsidiary of the Fédération, acting reasonably, will be solely responsible for computing the Inverse ETF Return and Variable Return. No independent calculation agent will be retained to make or confirm the determinations and calculations made by the Calculation Agent.

INDEPENDENT INVESTIGATION REQUIRED

Neither the Fédération nor the Agents has performed any due diligence investigation of the Reference ETF, the Fund Manager or the Index. Prospective Noteholders considering an investment in the Notes should independently develop their own views as to the future price performance of the securities comprising the Index. All information in this Information Statement relating to the Reference ETF and the securities comprising the Index is derived from publicly available sources. A prospective investor should undertake an independent investigation of the Reference ETF and the securities comprising the Index as such investor considers necessary in order to make an informed decision as to the merits of an investment in the Notes.