PRODUCT DISCLOSURE DOCUMENT

PURPOSE

The purpose of this document is to provide you with key information about various products offered by Crédit Agricole Corporate and Investment Bank (CACIB). CACIB is providing you with this PDS, so that you receive adequate information about Bond Forward. It will help you understand their features, risks, benefits, and illustration of how the product works and assist you in making an informed decision about entering into a Bond Forward and also facilitate comparison with other products. Please read this PDS in full, before deciding to enter into a Bond Forward.

FEATURES

This is an over-the-counter ("OTC") derivative product which allows the user to lock-in the forward yield linked to a reference security. The Transaction can be used to hedge the price risk on a bond.

PRODUCT

Name	Bond Forward
Manufacturer	Credit Agricole (Party A)
Party A:	Credit Agricole CIB, Mumbai branch
Party B:	Counterparty
Trade Date:	[ ]
Effective Date:	[ ]
Termination Date:	[ ]
Bond Purchase Price	[ ]
Reference Security(ies):	Issuer: [GOVERNMENT OF INDIA]
ISIN:	[ ]
Coupon:	[ ]%, Semi Annual, ISMA-30/360
Maturity:	[ ]
Notional Amount:	[ ]
Reference Yield:	[ ]
Settlement:	Cash/Physical
Forward Purchase Price:	[ ]
Calculation Agent:	Party A (unless stated otherwise in ISDA (as defined below))
Documentation:	The Transaction will be governed by and subject to the ISDA Master Agreement (including the Schedule, any Credit Support Annex, individual Confirmation for this Transaction and any amendments to the foregoing documents) executed between Party A and Party B (the "ISDA").
Settlement Payments:	Party B buys the reference security at Bond Purchase Price on Termination Date

Benefits of this product for the user / Party B

The Forward helps hedging risk of lower yields on the asset side. The Forward locks-in the yield of the Reference Security and thereby hedges the risk of lower yield in the future.

Thus where the Forward derivative is used for hedging, it can help in reducing the asset liability mismatches and yield mismatches in the portfolio.

ILLUSTRATION:

Example of protection via Bond Forward on Indian Govt. Bond
Market maker is Party A, user is Party B
Notional Amount: INR 100 million
Bond Purchase Price: 102
Face Value of the Bond: INR 100

Illustration of possible scenarios:
Scenario 1: Bond Price on Termination Date > 102
Net profit from the Transaction for Party B as Party B can buy it at 102

Scenario 2: Bond Price on Termination Date < 102
Net loss from the Transaction for Party B as Party B has to buy it at 102

PAYOFF:

Payoff of the transaction:

On Expiration Date	Payoff
	On Settlement Date 1. Party B has to buy the Reference Security at Bond Purchase Price

TERMINATION

Similar to any OTC derivative transaction in case Party B wishes to terminate this Transaction, either in part of in full, prior to the scheduled termination date on any business day, Party B can request Party A to provide an early termination quote, which shall take into account the mid mark to market value of this Transaction from Party A's perspective minus applicable costs which include without limitation, unwind cost, hedging cost, cost of funding, and/or other expenses. Early termination quote will take into account, among other factors, prevailing market rates, liquidity, price factors, Party A's hedging obligations and such other factors deemed relevant by Calculation Agent in its sole and absolute discretion. Party B shall communicate to Party A whether they would like to proceed with the early termination/unwind and that early termination quote is accepted by Party B.

Termination Quote = Notional * (Fixed Rate- Market Rate)
a. If the early termination quote is greater than zero, Party B shall pay such amount to Party A.
b. Else, Party A shall pay to counterparty the absolute value of the early termination quote. For avoidance of doubt, upon the payment of early termination quote, this Transaction shall terminate and no further amounts payable by either parties

COSTS AND FEES

The type of costs shown here are the cumulative costs of the product itself, for the recommended holding period.
Costs over time
The person selling you or advising you about this product may charge you other costs. If so, this person will provide you with information about these costs, and show you the impact that all costs will have on your investment over time.
Composition of costs:

- Transaction Costs: Financial instruments may involve transaction costs, which are incurred as a result of accessing the wider market to initiate, terminate, increase or decrease a position in the instrument. The transaction costs depend on the below factors:
    - Market Risk
    - Credit Risk
    - Capital Required
    - Financial Instrument
    - Liquidity/ Standardization of the Financial Instrument in the market
    - Transaction size and tenor
    - Effort, Cost and Risk to the market maker.
- One-Off Costs: These are one-off charges/ costs paid, typically, at the beginning or at the end of the financial instrument's life cycle.
- Other Ongoing Costs The impact of the costs that we take for managing your financial instruments.

Various risks associated in the transaction

The Counterparty acknowledges that before entering into derivative transactions, it understands the underlying risk of the above mentioned transaction. The Counterparty acknowledges that derivative transactions are in general exposed to various types of risk, including but not restricted to the following:

1. **Credit risk:** the risk of loss due to Counterparty's failure to perform on an obligation to the institution. Credit risk in derivative products comes in two forms:

Pre-settlement risk: the risk of loss due to a Counterparty defaulting on a contractduring the life of a transaction. The level of exposure varies throughout the life of the contract and the extent of losses will only be known at the time of default.

Settlement risk: the risk of loss due to the Counterparty's failure to perform on its obligation after an institution has performed on its obligation under a transaction on thesettlement date. Settlement risk frequently arises in international transactions because oftime zone differences. This risk is only present in transactions that do not involve delivery versus payment and generally exists for a very short time (less than 24 hours).

2. **Market risk:** the risk of loss due to adverse changes in the market value (the price) of aninstrument or portfolio of instruments. Such exposure occurs with respect to derivative instruments when changes occur in market factors such as underlying interest rates, exchange rates, equity prices, and commodity prices or in the volatility of these factors.

   Liquidity risk: the risk of loss due to failure of an institution to meet its funding requirements or to execute a transaction at a reasonable price. Institutions involved in derivatives activity face two types of liquidity risk: market liquidity risk and funding liquidity risk.

   Market liquidity risk: the risk that an institution may not be able to exit or offset positions quickly, and in sufficient quantities, at a reasonable price. This inability may bedue to inadequate market depth in certain product (e.g. exotic derivatives, long-dated option), market disruption, or inability of the bank to access the market (e.g. credit down-grading of the institution or of a major counterparty).

3. **Funding liquidity risk**: the potential inability of the institution to meet fundingrequirements, because of cash flow mismatches, at a reasonable cost. Such funding requirements may arise from cash flow mismatches in swap books, exercise of options, and the implementation of dynamic hedging strategies
4. **Operational risk**: the risk of loss occurring as a result of inadequate systems and control, deficiencies in information systems, human error, or management failure. Derivatives activities can pose challenging operational risk issue because of the complexity of certain products and their continual evolution.

5. **Legal risk**: the risk of loss arising from contracts which are not legally enforceable (e.g.the counterparty does not have the power or authority to enter into a particular type of derivatives transaction) or documented correctly.

6. **Regulatory risk**: Regulatory risk is the risk of loss arising from failure to comply with regulatory or legal requirements.

7. **Non- Transferability and Non-Marketability:** An OTC Derivative generally cannot be assigned or transferred without the consent of the other party. The Bank or its affiliate, as applicable, may, but is not obligated to, repurchase any OTC Derivative from you. It therefore may be impossible for you to liquidate any OTC Derivatives purchased by you prior to maturity. Because OTC Derivatives are not standardized, engaging in an OTC Derivative with another dealer to offset an OTC Derivative you have entered into with the Bank will not automatically close out those positions (as would be true in the case of equivalent exchange traded options) and will not necessarily function as a perfect hedge.

8. **Economic Terms:** Because the prices and characteristics of OTC Derivatives are individually negotiated and there

is no central source for obtaining option prices from competing dealers, there are inefficiencies in OTC Derivatives pricing. The Bank and/or its affiliates consequently do not warrant that its prices will always be the best prices available to you. The Bank and/or its affiliates may make a profit from an OTC Derivative with you no matter what result the transaction has from your point of view.

9. Relationship Between Parties: Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction) it is acting for its own account, and it has made its own independent decisions to enter that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction. It being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction