

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 Rate Agreement (FRA). It will help you understand their features, risks, benefits, and illustration of how the product works, assist you in making an informed decision about entering into a Bond FRA, and facilitate comparison with other products. Please read this PDS in full, before deciding to enter into a Bond FRA

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 Rate Agreement
Manufacturer	Crédit Agricole CIB
Party A:	Crédit Agricole CIB, Mumbai branch
Party B:	Counterparty
Trade Date:	[]
Effective Date:	[]
Termination Date:	[]
Fixed rate payer	Party B
Floating rate payer	Party A
Floating rate Index	FBIL Benchmark Price of the Reference Security
FBIL Benchmark Price	<p>The price published by Financials Benchmarks India Pvt. Ltd. (“FBIL”) on a daily basis for Government of India Securities (G-Sec) on https://www.fbil.org.in/#/home (or any successor thereof) corresponding to the relevant Fixing date, under column “Price (₹)”, and rounded to [4] decimal places.</p> <p>For clarity, the Benchmark Price as published by FBIL is a clean price (which does not include accrued interests).</p>
Reference Security (ies):	Issuer: [GOVERNMENT OF INDIA]
ISIN:	[]
Coupon:	[] %, Semi-Annual, ISMA-30/360
Maturity:	[]
Notional Amount:	[]

Reference Yield: []

Settlement: Cash

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 receives Notional Amount * Floating rate
Party B Pays Notional Amount * Fixed rate

Contacting the manufacturer ind-fxsales@ca-cib.com
Call +91 22 6635 1804 for more information

YOU ARE ABOUT TO PURCHASE A PRODUCT THAT IS NOT SIMPLE AND MAY BE DIFFICULT TO UNDERSTAND

BENEFITS OF THIS PRODUCT FOR THE USER / PARTY B

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

Thus, where the FRA 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 FRA on Indian Govt. Bond

Market maker is Party A, user is Party B

Notional Amount: INR 100 million

Fixed rate: xxxx

Face Value of the Bond: INR 100

Possible Scenarios:

Scenario 1: Floating rate on Settlement Date is greater than Fixed rate

Party B receives INR 100mio * (Floating rate – Fixed rate)

Net profit from the Transaction for Party B

Scenario 2: Floating rate on Settlement Date is lower than Fixed rate

Party B receives INR 100mio * (Floating rate – Fixed rate)

Net loss from the Transaction for Party B

Payoff:

On Expiration Date	On Settlement Date
	<ol style="list-style-type: none"> Party B receives Floating rate Party B pays Fixed rate

TERMINATION

Similar to any OTC derivative transaction in case Party B wishes to terminate this Transaction, either in part or 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

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 contract during 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 the settlement date. Settlement risk frequently arises in international transactions because of time 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 an instrument 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 be due 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 funding requirements, 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.