

## RELATIONSHIP DISCLOSURE IDEO+ PLANS

The purpose of the *Relationship Disclosure* is to provide you with all the information that a reasonable investor would consider important regarding your relationship with Kaleido Growth Inc. We encourage you to review the information presented herein.

### ROLE OF KALEIDO GROWTH INC. AND THE KALEIDO FOUNDATION

Kaleido Growth Inc. ("KGI") is registered as an investment fund manager and a scholarship plan dealer with the Autorité des marchés financiers ("AMF") in Quebec, and with the Financial and Consumer Services Commission (FNCSB) in New Brunswick. KGI acts as the distributor of the scholarship plans promoted by the Kaleido Foundation (the "Foundation").

KGI is a wholly owned subsidiary of the Foundation.

The Foundation is a non-profit organization founded in 1964 under Part III of the Companies Act (Quebec). It is one of the largest providers of scholarship plans eligible for registration as RESPs in Canada. The Foundation's mission statement is "Help each child achieve their full potential by accompanying them on their journey towards imagining a brighter future."

The Foundation acts as the promoter of the following scholarship plans mentioned herein (collectively the "Plans" or separately a "Plan"):

- IDEO+ Conservative Plan
- IDEO+ Balanced Plan
- IDEO+ Responsible Plan

Each of the Plans is a trust established under a trust agreement and holds assets separate from those of the Foundation and KGI. Eterna Trust Inc. acts as trustee for the Plans. The structure of the trust offers transparency and security for the safekeeping, conservation, and use of your contributions, government grants, and the income earned on these amounts.

RBC Investor Services Trust acts as custodian of the assets held in the accounts opened by KGI's clients. RBC Investor Services Trust is a Canadian custodian, as defined under securities regulations, headquartered in Toronto, Ontario, and operates independently from KGI and the Foundation. RBC Investor Services Trust has a duty to maintain custody of the assets in the accounts of KGI's clients with the same degree of care that it exercises toward its own assets of similar nature for which it acts as custodian.

KGI representatives are registered as scholarship plan representatives under securities legislation and have passed the IFSE Institute's Canadian Investment Funds Course exam. They meet the prescribed requirements in terms of education, training, and expertise. Accordingly, they are qualified to recommend an investment in any of the scholarship plans promoted by the Foundation. KGI and its representatives offer only the scholarship plans promoted by the Foundation. As a scholarship plan dealer, KGI has an obligation to ensure that any action it takes or recommends for a client in connection with an investment is appropriate for the client and puts the client's interests first.

KGI and the Foundation's governance is essentially composed of the same members. The Foundation has an independent board of directors that oversees the direction and management of each Plan by KGI.

In its capacity as investment fund manager, KGI is responsible for managing the activity, operations, and business pertaining to the Plans. KGI, under the Foundation's supervision, is the organization that selects and retains the services of most of the other parties involved in the operational structure of the Plans, i.e., the trustee, the custodian, the portfolio managers, the external actuary, and the auditors.

### SCHOLARSHIP PLANS

A scholarship plan is issued by a trust in the form of a contract named "Scholarship Plan Agreement." This contract is entered into by the Foundation, acting on behalf of the Plan, and you, the subscriber. The scholarship plan issued is a security under securities legislation.

A scholarship plan allows you to save with a view to encouraging the child you name as beneficiary to pursue a postsecondary education, which would entitle said child to receive educational assistance payments ("EAPs") if applicable and under certain conditions. EAPs are paid, upon instructions from KGI, by the financial institution acting as custodian.

Opening an account in a scholarship plan also enables you to participate in or establish a registered education savings plan (RESP) as defined under tax laws.

The terms and conditions of the various scholarship plans promoted by the Foundation are described in the prospectus given to you when you subscribe

to a Plan or, at the latest, within two days. Once your contract has been registered with the Canada Revenue Agency as an RESP, KGI can request government grants on your behalf for the exclusive use of your beneficiary, and draw additional investment income thereon.

Your contributions and government grants, as well as the investment income earned and paid on such contributions and grants, are invested and managed in accordance with the investment policies adopted by KGI. KGI's investment policies for each Plan are detailed in the prospectus. To implement these policies and manage the investment portfolio established accordingly, KGI retains the services of reputable portfolio managers registered with the securities regulatory authorities.

Our representatives can provide you with the information you need to make informed decisions about the right scholarship plan for you.

The Plans are individual education savings plans in which there is only one designated beneficiary at any given time. KGI does not offer family scholarship plans, and it is not possible to designate co-subscribers to a Plan.

### THE ADVANTAGES OF INVESTING IN A RESP

The Plans are individual RESPs that offer the following benefits:

- The income generated by the contributions grows tax-free while you are contributing.
- No tax is payable by the Plans on the income and contributions received.
- The invested capital may be withdrawn by the subscriber at any time without paying tax, subject to investment risk and deduction of the applicable fees. You will lose the earnings on your investment, unless you are eligible for an accumulated income payment. The government grants you received will have to be paid back to the governments of Quebec and Canada.
- Payment of applicable taxes on the EAP amounts is deferred and transferred to the beneficiary, who generally has a lower tax rate.
- The Income Tax Act (Canada) lets you save up to \$50,000 per beneficiary, excluding the government grants.
- The federal government contributes to your RESP through the Canada Education Savings Grant (CESG), which is equal to 20% (or more, depending on the adjusted family net income of the beneficiary's primary caregiver) of your annual contributions for an eligible beneficiary (the CESG annual limit is set at \$600 and the lifetime limit is set at \$7,200).
- The federal government also offers low-income families the Canada Learning Bond (CLB), which can reach \$2,000 per beneficiary under certain conditions.
- Beneficiaries who reside in Quebec are also entitled to the Quebec Education Savings Incentive (QESI), an amount equal to 10% (or more depending on the adjusted family net income of the beneficiary's primary caregiver) of your annual contributions for an eligible beneficiary (the QESI annual limit is set at \$300 and the lifetime limit is set at \$3,600).
- In Quebec, EAP amounts paid are not included in calculating the beneficiary's income to determine eligibility for student financial assistance (loans and grants).
- You can, at your discretion, make additional contributions to your contract, the amount and date of which you determine based on your investment objectives and financial situation.
- Any contributions must be a minimum of \$10. You can set your own contribution amount, determine an initial amount to invest if you wish, and make monthly or one-time contributions.
- You can make changes to your contribution amount at any time. You will not be charged a service fee for doing so. You can increase or decrease your monthly contribution amount.
- You can change the frequency of your contributions by contacting us. If you have chosen to open an RESP in which you make monthly contributions, you can change your contribution options at any time by stopping them or reducing the amount at no charge.

## THE RISKS OF INVESTING IN A RESP

As with any investment, saving in a scholarship plan involves certain risks. It is advisable to consider the following risk factors and those mentioned in the prospectuses before making the decision to save in one of the Plans promoted by the Foundation.

When you invest in a Plan, you could experience a loss in the following 10 situations:

- 1. No guarantee of achievement of investment objectives** There is no guarantee that KGI will be able to achieve its investment objectives. As a result, the portfolio's rate of return may be lower than you expected at the time of enrollment, and this may affect the EAPs available to your beneficiary.
- 2. You withdraw all or part of your Plan contributions early.** You may request a refund of some or all of the contributions at any time, subject to the investment risk and less any applicable fees, without cancelling your contract. If the value of the investments held by the Plan in your account has decreased or the income is not sufficient to cover the applicable fees, you may not receive all of your contributions. If you withdraw any contributions (subject to the investment risk and any applicable fees) before your beneficiary begins eligible studies, we will reimburse the respective governments for the government grants already received on the contributions that are withdrawn. Repayment of the government grants will result in the loss of grant contribution room on the refunded grants, which cannot be recovered.
- 3. You cancel without transferring to another registered education savings plan.** If your contract is cancelled after 60 days, your contributions will be refunded to you, subject to the investment risk and less any applicable fees. You will lose your investment income unless you qualify for an accumulated income payment. The government grants you received will be paid back to the respective governments. If you cancel the contract, you could end up with less money than you invested given that the value of the investments in the Plan may fluctuate. A scholarship plan is not designed to meet a short- or medium-term need for cash.
- 4. You don't provide your SIN and your beneficiary SIN's in the required timeframe.** If we have to cancel your contract because you did not provide your SIN or the beneficiary's SIN within 24 months following the contract signature date as required, we will refund the contributions to you, subject to investment risk and less any applicable fees.
- 5. You or your beneficiary misses a deadline.** This can limit your options later on. You could also lose the earnings on your investment. Two key deadlines for RESPs are:
  - The deadline for grant-eligible contributions**  
Federal and Quebec government grants may be paid on behalf of the beneficiary until the end of the calendar year in which the beneficiary turns 17. Contributions made to your RESP in a year in which the beneficiary turns 16 or 17 are eligible for these grants only under certain conditions.
  - The EAP application deadline (cut-off date)**  
If your beneficiary qualifies for EAPs, you can apply for these until December 31 of the 35<sup>th</sup> year following the year the contract took effect. Under the law, the RESP expires after this date and no EAPs may be issued from the plan afterwards. If you do not claim the EAPs to which your beneficiary is entitled, a monetary loss will ensue. Once your beneficiary is deemed eligible, you can apply for EAPs at any time after the eligibility date via the Client Space or by contacting us so that we can send you the appropriate form.
- 6. You or your beneficiary does not reside in Quebec or Canada for a certain period of time.** Eligibility for grants for a given period is linked to the beneficiary's place of residence. Entitlement to an accumulated income payment is linked to the subscriber's place of residence. If grants were obtained for a period during which the beneficiary resided in a province other than Quebec, the provincial grant would have to be repaid to the Government of Quebec. If the beneficiary resided outside of Canada, the provincial and federal grants would have to be repaid.
- 7. The beneficiary is not enrolled in a qualifying educational program.** While the invested capital belongs to the subscriber, EAPs can only be paid to a beneficiary who is enrolled in a qualifying educational program. Eligible training programs or identified training programs are those that meet government requirements related to EAP entitlements. For more information, see the prospectus. If your beneficiary is not eligible to receive EAPs, you may transfer amounts to another beneficiary under certain circumstances or receive accumulated income payments under certain conditions described in the prospectus. Some of these options could result in lost earnings and government grants.
- 8. Your beneficiary didn't receive all their EAPs before the cut-off date.** If you do not claim all the EAPs for your beneficiary while it is still possible to do so, or if your beneficiary ceases to pursue eligible studies and does not undertake other studies before the RESP expires (December 31<sup>st</sup> of

the 35<sup>th</sup> year following the year the contract took effect), your beneficiary could lose the right to claim other EAPs they may be entitled to under the Plan that have not yet been withdrawn.

- 9. Different fees may be imposed in certain situations.** Rejected payments, account terminations in certain situations, transfers to another RESP provider, withdrawals of contributions by cheque, lost cheque replacements or stop payments, archive search request and paper account statement requests may result in additional costs. Please see the prospectus for details on these fees.

If you are faced with any of these situations that could result in a financial loss, contact us or speak with your sales representative to better understand your options to reduce your risks.

## PLAN MANAGEMENT RISKS

The main investment strategy used by the Plans is to invest the contributions, government grants, and income in accordance with a flexible investment strategy designed to match the age of the beneficiaries with their expected date of enrollment in eligible studies with asset classes and an appropriate investment mix. Based on this strategy, beneficiaries are grouped by age and with a separate target allocation according to the investment horizon.

The flexible investment strategy is based on a structure of 19 levels, corresponding to the age of the beneficiary, structure where the plan assets are invested in the first few years based on an allocation with a greater weighting in variable income securities (equities, exchange traded funds and mutual funds units), with less emphasis on fixed income securities. The asset allocation changes automatically over time based on the investment horizon in order to reduce risk as the beneficiary nears the age of 18. Based on this investment horizon, the proportion of fixed income securities thus increases while that of variable income decreases. In the latter part of the investment horizon, as the time to apply for an EAP approaches, the asset allocation will be increasingly conservative, with most of the assets then consisting of fixed income, cash and cash equivalents.

The allocation of target assets to be invested in variable income securities may not exceed the maximum proportions invested in variable income securities that are defined by the beneficiary's age other than due to market movements. To ensure compliance with the maximum proportions of variable income securities, KGI monitors the asset allocation on a daily basis. Where appropriate, KGI will take all necessary steps to reduce the proportion invested in variable income securities in accordance with the maximum proportions of variable income securities as soon as it is commercially reasonable to do so.

A weighted target for fixed income, variable income, cash and cash equivalent asset classes will be determined on a monthly basis by weighting the investments in the different age groups with the targets set by for the same age groups. A rebalancing will be done at least monthly and more often when required. According to the results of the calculation, a rebalancing to the weighted target for each asset class will also be done if there is a deviation of more than 5 percentage points from the target for either asset class. Between the rebalancing, the actual asset allocation may vary based on changes in the market value of the underlying securities, as their evolution is subject to market prices. Contributions and grants received are invested according to the target asset allocation associated with the beneficiary's age at the time of the rebalancing that follows their receipt. As a result, there may be a delay of up to one month between the receipt of contributions and grants and their investment according to this target asset allocation.

KGI allocates the net return to each Plan subscriber on a monthly basis in accordance with the method described in the Plans' prospectus. In the event of a difference between the weighted target allocation of an asset class and the actual portfolio allocation for that same asset class or in the event of a difference between the frequency of withdrawals and the frequency of return injections, the method of allocating the return is likely to result in an increase or dilution of returns for certain subscribers, which could affect the EAP amount which beneficiaries could receive and the amount of contributions that can be refunded to you.

The Plans' investment strategies and all the investment risks are detailed in the Plans' prospectus.

## CAUTION ON THE USE OF FINANCIAL LEVERAGING

Contributing to an RESP with borrowed funds is riskier than contributing with cash. If you borrow funds to make a contribution, you must repay the loan and pay the interest required by the terms of the loan. You should consider borrowing to make a contribution only if you are comfortable with risk, have no concerns about borrowing to make a contribution, and have a stable income.

## ASSESSMENT OF PLAN SUITABILITY

Before recommending that you invest in a Plan, your representative must take reasonable steps to ensure that the investment is suitable for you and in your best interests. The representative has an obligation to assess the suitability of the investment you wish to make in a Plan.

To perform that suitability assessment, KGI and its representative must obtain from you certain information about your personal situation as well as other information about your investment needs, knowledge and objectives, your risk profile and your financial situation, including your income and your net worth.

The collection of that information is required by securities regulations and is intended to help us get to know you better so that we can fulfil our suitability assessment obligations.

If you wish to invest in a Plan that is riskier or more conservative than your investor profile, you will have to complete an unsolicited transaction form, which will inform you of the impact of your choice. Having a Plan that is more conservative than your investor profile creates the risk of a gap between your long-term investment goals and the selected Plan's ability to achieve them. That choice may also have an impact on the expected return. Conversely, having a Plan that is riskier than your investor profile could expose you to variations that you may not be able to tolerate and could have an impact on the expected return. In addition, if you are a subscriber whose investor profile is considered aggressive, you should know that none of the Plans currently promoted by KGI fit that type of profile.

It is your responsibility to contact your representative or our customer service team to advise us of any significant changes in your personal or financial situation. Such changes require your representative to reassess your profile to ensure that the Plan you have is still suitable.

When you enrol in a Plan, you make a commitment to the Foundation that you will abide by the terms and conditions of your contract and the prospectus. We encourage you to read the information in the prospectus about the risks, obligations, and terms and conditions of your contract carefully and to contact your representative if you need clarification on any of these points.

## **SUSTAINABLE INVESTING**

KGI believes that organizations that factor environmental, social, and governance (ESG) criteria and ESG-related risks into their management decisions are generally better positioned to generate long-term value and are more resilient in times of crisis. As a long-term investor, KGI believes that a sustainable investment approach is consistent with its objectives and investment horizon. Sustainable investing is a key pillar of KGI's asset management strategy to ensure that risks are well managed and that the focus remains on performance.

In December 2020, the board of directors of Kaleido Growth Inc. adopted a sustainable investment policy to formalize KGI's commitment to include sustainable investment considerations in investment practices applied to all assets under management and in the portfolio manager selection process. The intended effect of implementing this policy is a better assessment of the ESG risks and opportunities of the securities to be selected and, ultimately, better investment decisions for clients.

KGI deals only with portfolio managers who are signatories to the Principles for Responsible Investment (PRI), an initiative launched in partnership with the United Nations. ESG factors are considered in all investment strategies used by portfolio managers.

## **BENCHMARKS**

Contributions received from subscribers and government grants are invested and managed by reputable portfolio advisors.

Fundamental investment objectives drive the investment strategies and policies of the Plans. The fundamental investment objectives specific to the Plans are detailed in the prospectus.

A benchmark index tracks the performance of an asset class or investment universe over a given period. KGI determines the appropriate benchmarks for each Plan based on its fundamental objectives and for each asset class included in the portfolio managers' management mandates. Portfolio managers who follow active management strategies are assessed on their ability to outperform long-term benchmarks, while portfolio managers with an index strategy are assessed on their ability to replicate the performance of their benchmark.

In the first quarter of each year, KGI's management team releases a Management Report of Fund Performance for each Plan, in which the performance of each Plan is compared to the market benchmarks. For each IDEO+ Plan, a composite benchmark is determined according to the weighted average age of the beneficiaries in accordance with the adaptive investment policy.

## **ASSOCIATED OPERATING COSTS**

There is no sales charge to invest in any of our Plans.

Various fees are payable on the earnings generated by the Plans, but if the income is insufficient, they will be taken from the contributions. You do not pay these fees directly. However, they affect you because they reduce the Plan's returns and, consequently, the amount available for EAPs. You will have to pay an administrative fee, which is collected by KGI, as the investment fund manager, and to the Foundation, as the sponsor, to cover the costs associated with the administration and management of the Plans and the payment of KGI representatives. The administrative fee is 1.65% (excluding applicable taxes) of the assets under management.

In addition to the administrative fee, there are portfolio management fees, trustee fees, depositary fees, and remuneration for independent review committee members.

The Plans also pay certain operating expenses that are not collected from the administrative fee. These expenses include brokerage fees and other portfolio transaction costs, taxes payable by the Plan, expenses related to subscriber meetings, and related expenses not included in the ordinary costs of the trustee and the custodian.

KGI publishes the returns of the Plans for the past fiscal year annually in the Management Report of Fund Performance. This report presents a brief economic outlook for the coming year and the investment objectives and strategies of the Plan. It also provides a comprehensive analysis of the latest returns. Gross returns and returns net of administrative and management fees are shown. These fees are deducted from your investment returns. Management and administrative fees have the cumulative effect over time of reducing the cumulative net return on your investments.

## **TRUSTED CONTACT PERSON AND TEMPORARY ACCOUNT HOLD**

When you invest in a Plan, your representative may ask you for the name and contact information of a trusted contact person (TCP) and for your consent to contact that person in certain circumstances.

A TCP is a person with whom KGI or the Foundation can communicate in the following situations:

- We are unable to contact you after several attempts, and we need updated contact information for you or a legal representative, where applicable;
- We suspect that you may be the victim of financial exploitation;
- We are concerned about your incapacity or failure to make financial decisions.

The TCP, who should be of legal age, has no authority to make transactions on your Plan. You can change the TCP at any time by notifying us in writing or when you update your Plan.

To protect you, KGI may temporarily block access to your Plan or to a particular transaction if we have reasonable grounds to believe that you are in a vulnerable situation and may be subject to financial exploitation, or that you are suffering from reduced mental competence that may affect your ability to make financial decisions regarding your Plan.

When KGI places a temporary hold on your Plan, it must notify you as soon as possible and review its decision to maintain the temporary hold every 30 days.

## **YOUR ANNUAL ACCOUNT STATEMENT**

Each year, around the end of the first quarter, KGI will send you an account statement for the previous year ended December 31 by mail or through your Client Space. The account statement provides detailed information on transactions made during the year, the balance of your accounts, a report on the performance of your investments, and a report on the fees and other remuneration you pay to KGI.

In addition, the Management Report of Fund Performance, the Audited Financial Statements for the funds for the year ended December 31, and the Unaudited Interim Condensed Financial Statements for the funds as at June

30 are sent to every subscriber upon written request. These financial statements and other documents are also available on our website at [kaleido.ca](http://kaleido.ca) and on SEDAR, the electronic filing system developed by the Canadian Securities Administrators at [sedarplus.ca](http://sedarplus.ca).

## **CLIENT REFERRAL ARRANGEMENTS**

A client referral arrangement is an agreement whereby an individual, registered under securities regulations, agrees to pay or receive a referral fee, i.e., any direct or indirect benefit or compensation paid for referring a client to an individual, whether the latter is registered or not.

KGI has policies and procedures in place to govern referral arrangements in accordance with regulatory requirements. When entering into any referral arrangement, the best interests of clients must be paramount.

Any client who is referred to a representative or KGI becomes their client in terms of the delivery of the services under the client referral arrangement. Accordingly, the representative must meet all the obligations toward this client required under their registration, including the KYC (Know Your Client) and investment suitability obligations.

All our referral arrangements are subject to a written contract between KGI and the party involved, under which all the essential terms within the meaning of the law are set forth, such as the roles and responsibilities of each party, the applicable restrictions, the information that must be provided to clients, and the person responsible for providing such information.

KGI requires that all its representatives notify and submit a written summary of the client referral arrangements in force to which they are party prior to opening an account or concluding a transaction. The summary includes the name of each party involved, the terms of the agreement, any potential conflicts of interest that could stem from the relationship between the parties to the contract, and any other element legally required to be disclosed.

## **CONFLICTS OF INTEREST DISCLOSURE**

Please refer to the document "Conflict of interest disclosure IDEO+" for all the pertinent information about how we deal with conflicts of interest. This document is delivered to you when you open your account, and you will be

notified of any significant change. You can also obtain this document on our website in the About us Financial documents section.

## COMPLAINTS AND DISPUTE RESOLUTION

Subscribers who are not satisfied with a product or financial service have the right to file a complaint and request resolution of the problem. KGI must ensure that all subscriber complaints are handled equitably and promptly.

Steps to file a complaint:

### **Step 1 Contact your representative**

If you wish to make a complaint or voice a concern, we invite you to contact your representative or their regional manager. You can also contact our Customer Service to submit your complaint or concern so that we can analyze the situation satisfactorily within a reasonable period.

### **Step 2 Contact our Complaints Officer**

If you believe that your concern or complaint has not been settled satisfactorily by your representative, their regional manager and/or our Customer Service, please contact KGI's Complaints Officer by mail, fax, or email:

#### **Complaints Officer**

Kaleido Growth Inc.  
1035 avenue Wilfrid-Pelletier, Suite 500  
Quebec City, Quebec G1W 0C5  
Toll-free: 1-877-710-RESP (7377)  
Fax: 418-651-8030  
Email: info@kaleido.ca

We will work with you and take all necessary measures to resolve your complaints or concerns. You can rest assured that your request will be treated in complete confidentiality.

### **Step 3 Independent dispute resolution or mediation service**

You must attempt to reach an acceptable resolution to disputes in accordance with the aforesaid process. If you contacted us as previously described and believe that it will not be possible to reach an acceptable resolution, you can request that your file be transferred to the Autorité des marchés financiers (AMF).

Subscribers residing in Quebec can contact AMF directly so that it can review the file and, if appropriate, AMF can offer mediation.

Fax: 1-877-285-4378  
Telephone: toll-free: 1-877-525-0337  
Quebec City: 418-525-0337  
Montreal: 514-395-0337  
Website: www.lautorite.qc.ca

Outside Quebec, subscribers must contact the Ombudsman for Banking Services and Investments ("OBSI"). OBSI's services are confidential and free of charge. You can contact OBSI as follows:

Email: ombudsman@obsi.ca  
Telephone: toll-free: 1-888-451-4519  
Toronto: 416-287-2877

**Website:** www.obsi.ca

### **Step 4 Services of an attorney**

You may consider using the services of an attorney to assist you in filing your complaint. An attorney can explain the options and remedies available to you as a subscriber. However, you must take into consideration the prescribed timeframe specific to each province for taking legal action. Once the prescribed period has elapsed, you may lose your right to exercise certain action