

*No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.*

Detailed Plan Disclosure

# Prospectus

## Continuous Offering

Amended version dated April 1, 2024 of the prospectus dated February 20, 2024

### Individual scholarship plans

- IDEO+ Conservative Plan
- IDEO+ Adaptive Plan
- IDEO+ Responsible Plan

No minimum initial contribution  
Minimum of \$10 per contribution

These investment funds are scholarship plans  
managed and invested by Kaleido Growth Inc.





## What you need to know before investing

The following contains important information that you need to be aware of if you plan to invest in a scholarship plan.

### No social insurance number = no government grants or tax benefits

Please indicate your social insurance number and the SIN of the child named as beneficiary of a plan for your account to be registered as a Registered Education Savings Plan (RESP). The *Income Tax Act* (Canada) does not allow us to register your account as an RESP without these numbers. Registering your account entitles you to:

- Tax benefits associated with an RESP;
- Government grants.

You can provide the beneficiary's social insurance number after you enroll in the plan. If you do not provide it when you sign the contract, your contributions will be deposited into an unregistered education savings account. While your contributions are held in this account, we will deduct the fees and expenses shown under "Cost of investing in the Plan" in the prospectus, if applicable. You will pay tax on the revenue generated in this account. No grants will accumulate in your account until the missing information is provided.

If we receive the beneficiary's social insurance number within 24 months of your enrollment date, we will transfer your contributions and the revenues generated to your RESP. If we do not receive the beneficiary's social insurance number within 24 months of your enrollment date, we will cancel your contract. Your contributions will be refunded to you, subject to the investment risk and less any applicable fees.

**If you do not expect to obtain your beneficiary's social insurance number within 24 months of your enrollment date, you should not enroll in or contribute to the plan.**

### Payments not guaranteed

We cannot tell you in advance if your beneficiary will qualify to receive Educational Assistance Payments (EAPs) or how much they may receive. We cannot guarantee the amount of the EAPs or that they will cover the full cost of your beneficiary's post-secondary education.

### Understanding the risks

**If you withdraw your contributions early or fail to meet the terms of the plan, you may lose all or part of your money. Before investing, make sure you fully understand the risks associated with this type of investment. Carefully read the information under "What are the risks of investing in a scholarship plan?" and "Risks associated with an investment in this plan" in this Detailed Plan Disclosure.**

### If you change your mind

You have up to 60 days after signing the contract to cancel your contract and get all your contributions back.

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 earnings, unless you are eligible for an Accumulated Income Payment or do a transfer as indicated in the section "Transferring your account" on pages 32, 45 and 59 of this Prospectus. The government grants you received will be paid back to the respective governments. **If you cancel your contract, you could end up with considerably less money than you invested given that the value of the investments in the plan may fluctuate.**

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The Detailed Plan Disclosure contains information to help you make an informed decision about investing in a scholarship plan and understand your rights. It describes each of the scholarship plans and how they work, including the fees you pay, the risks of investing, and how to make changes to the plans. It also contains information about our organization. The prospectus consists of this Detailed Plan Disclosure and the Plan Summary provided with it.

You can find additional information on the Plans in the following documents:

- The most recent annual audited financial statements that were filed;
- The interim (unaudited) financial reports filed after the annual financial statements;
- The latest annual management reports of fund performance that were filed.

These documents are included by reference into the prospectus, which makes them legally part of the prospectus as if they were printed on paper. They contain a wealth of information that will help you better understand our scholarship plans, including past transactions, the current financial situation, future outlook, and the risks associated with each scholarship plan.

You can obtain copies of these documents free of charge by calling 1-877-710-RESP (7377) or by writing to us at Kaleido Growth Inc., 1035 Avenue Wilfrid-Pelletier, Suite 500, Quebec City, Quebec G1W 0C5, or by e-mail at [info@kaleido.ca](mailto:info@kaleido.ca). You can also consult these documents on our website at [kaleido.ca](http://kaleido.ca), and current subscribers can access them in the Client Space.

These documents and other plan information are also available at [sedarplus.ca](http://sedarplus.ca).

The financial statements and management reports of fund performance that will be filed by the plans after the date of the prospectus, are deemed to be incorporated by reference into the prospectus.

The annual audited financial statements and the interim unaudited financial statements comply with the applicable accounting standards, and will be prepared in accordance with the International Financial Reporting Standards (IFRS). These financial statements include the statements of financial position, the statements of net income and comprehensive income, the statements of changes in net assets attributable to contracts, the cash flow statements and accompanying notes. This information will help you better understand the financial statements and the management of scholarship plans' assets.

The annual management report of fund performance outlines the year's financial highlights that influenced the plans' performance. This report is produced by Kaleido Growth Inc. and presents the detailed investment objectives and strategies of the plans. It also provides a comprehensive analysis of the latest returns.

All of these documents will help you make your choice and enable you to make an informed decision. We encourage you to consult them before enrolling in one of our scholarship plans promoted by the Foundation.

## Terms used in this Prospectus

In this document, the words “we”, “us” and “our” refer to the Kaleido Foundation (the “Foundation”) and Kaleido Growth Inc. The words “you” and “your” refer to potential investors, subscribers, and beneficiaries.

The following are definitions of some key terms used in this prospectus:

**Accumulated Income Payment (AIP):** income generated by your contributions and government grants that you may receive under the plan if the beneficiary does not pursue eligible studies and certain conditions of the *Income Tax Act* (Canada) are met.

**AIP:** see “Accumulated Income Payment.”

**Beneficiary:** person designated in the contract to receive educational assistance payments (EAPs).

**Contract:** agreement entered into with us when you enrol in the plan, which includes the Account Application Form and the Scholarship Plan Agreement.

**Contribution:** amount paid under an education savings plan that is invested in full on behalf of a beneficiary. A government grant is not considered a contribution.

**EAP:** see “Educational Assistance Payment.”

**Educational Assistance Payment (EAP):** amount consisting of government grants, income from the grants, and contribution income. This amount is paid to or on behalf of the beneficiary when the latter enrolls in eligible post-secondary studies.

**Eligible studies:** post-secondary educational program that meets the requirements of the *Income Tax Act* (Canada) for a beneficiary to receive EAPs. Under the *Income Tax Act* (Canada), eligible studies must consist of a “qualifying educational program” or a “specified educational program.”

**Enrolment (or subscription) date:** date of enrolment in the Plan, i.e., date on which you signed the contract.

**ESG:** environmental, social, and governance factors.

**ETFs:** exchange-traded funds.

**Government grant:** a financial grant, learning bond or financial incentive provided by the Government of Canada (such as the Canada Education Savings Grant or the Canada Learning Bond) or by a provincial government (such as the Quebec Education Savings Incentive) to encourage savings for postsecondary education and enrolment in an RESP.

**Grant contribution room:** amount of a government grant to which the beneficiary is eligible under a federal or provincial government grant program.

**Income:** Amount accumulated on your (i) contributions and your (ii) government grants, such as interest, dividends, and capital gains. Income can be positive or negative. In the latter case, it is called a loss.

**MF:** mutual fund.

**Plan:** the **IDEO+** Conservative, **IDEO+** Adaptive and **IDEO+** Responsible plans consist of scholarship plans designed to pay for a beneficiary’s postsecondary education.

**Subscriber:** a person who enters into a contract with the Kaleido Foundation to make contributions under a scholarship plan.



# Overview of our scholarship plans



## What is a scholarship plan?

A scholarship plan is an investment fund designed to help you save for a beneficiary's postsecondary education. To be eligible for government grants and tax benefits, your account must be registered as a Registered Education Savings Plan (RESP). To do so, we need your social insurance number as well as the SIN of the Plan's beneficiary.

You sign a contract when you enrol in one of our plans. When you make contributions to the plan, we invest your contributions on your behalf. You will recover your contributions, subject to investment risks and less any applicable fees, whether your beneficiary pursues postsecondary studies or not. We will make Educational Assistance Payments (EAP) to or on behalf of your beneficiary if they enrolls in eligible studies and all the terms of the contract are met.

Before signing, please read the contract carefully and make sure you understand it. If you or your beneficiary do not comply with the terms of the contract, you may incur a loss and your beneficiary may lose some or all of their EAPs.

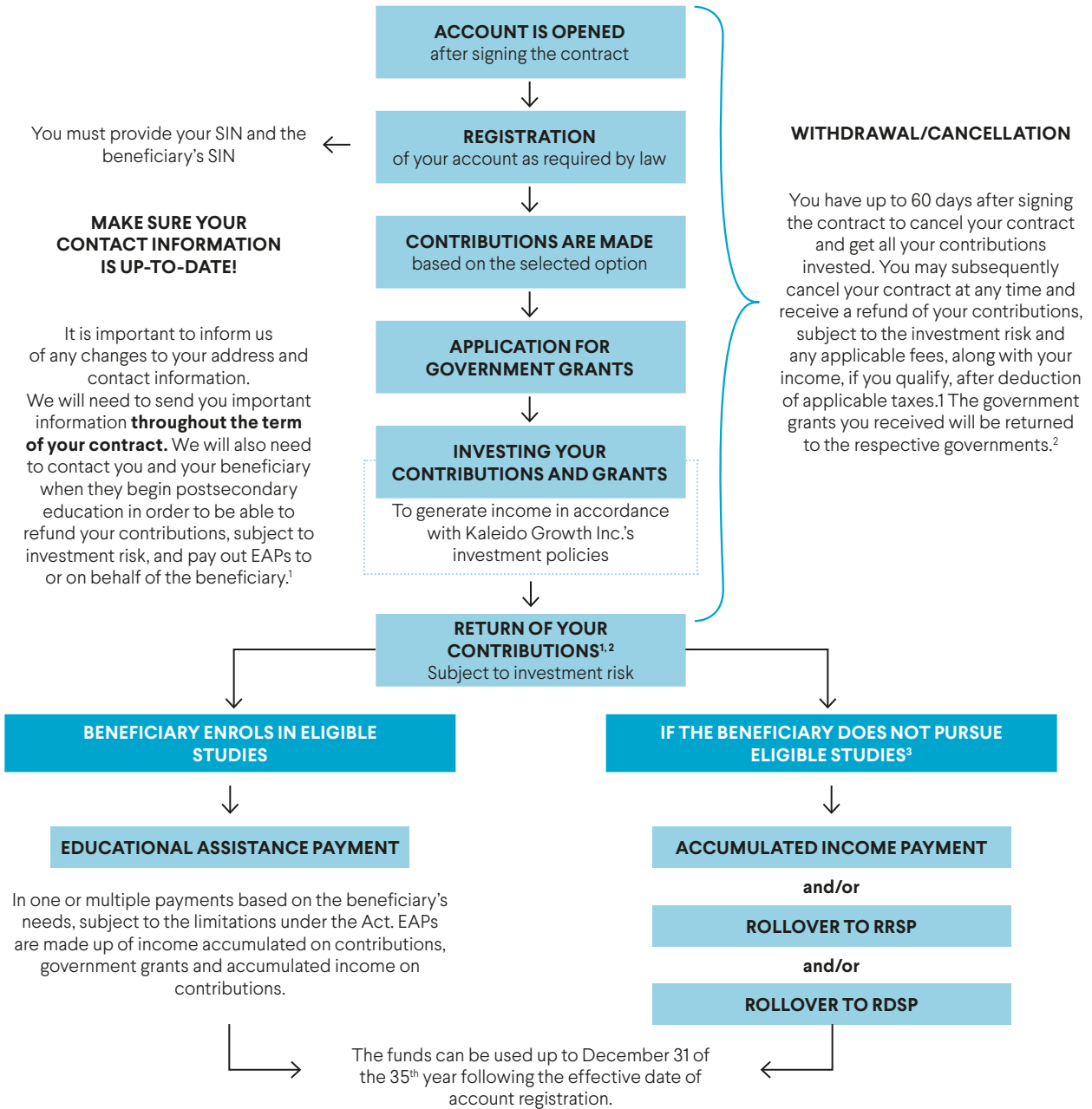
## Types of available plans

The **IDEO+** Conservative Plan, **IDEO+** Adaptive Plan and **IDEO+** Responsible Plan are individual education savings plans offered under this prospectus. Under an individual education savings plan, there is only one designated beneficiary at any time, and the beneficiary does not have to be related to the subscriber. Furthermore, there is no age limit on becoming a beneficiary of the education savings plan.

Since our plans have some differences, in particular regarding investment goals and strategies, we recommend that you review the information specific to each plan in the sections on the "**IDEO+** Conservative Plan" on page 20, "**IDEO+** Adaptive Plan" on page 34, and "**IDEO+** Responsible Plan" on page 47 of this prospectus. These sections will enable you to see the specific characteristics of each plan.

# General information

## How the plans work?



**1.** Fees may apply and will be deducted from your contributions. For full details, see the section "Reimbursement of Contributions" on page 13 of this Prospectus. **2.** Contributions are subject to investment risk. There may be other requirements. If contributions are withdrawn before the beneficiary begins eligible studies, the government grants that are received must be returned. **3.** If your beneficiary is not pursuing eligible studies, the government grants that were received must be returned.



## Enrolling in a scholarship plan

Before you enroll in one of our scholarship plans, one of our authorized representatives will explain to you how the plan works along with its terms and features. If you are satisfied with this solution, you can enroll in a plan by filling out an Account Opening Form.

Make sure that you have your social insurance number (SIN), the SIN of the beneficiary you wish to be a subscriber for, along with your banking information for pre-authorized debits to your account.

Your beneficiary must be a Canadian resident for the entire period you contribute to the plan.

You will also be required to complete the grant application form so that we can apply on your behalf to the respective governments, as applicable.

Under the scholarship plan you are enrolling in, you choose to make one-time or monthly contributions. These contributions are recorded and maintained by the custodian. As such, they represent a sum of money that you save until it is repaid to you, subject to the investment risk and less any applicable fees.

If you are not the beneficiary's parent, we are legally required to inform the guardian (or public primary caregiver) in writing of the existence of the contract and of your name and address within 90 days after the account is opened.

As an investment fund manager, Kaleido Growth Inc. receives your contributions and transfers them to the custodian. The custodian deposits these amounts in your account and ensures their safekeeping and preservation. These paid contributions are part of the plan's assets.

Your account will only become a RESP once it has been registered in accordance with the *Income Tax Act* (Canada). To register the account, section 146.1 of the *Income Tax Act* (Canada) requires the subscriber's SIN in addition to the designated beneficiary's SIN. The above information must be obtained for the account to be registered and to qualify for government grants.

### If your beneficiary does not have a social insurance number

You can make contributions on behalf of a beneficiary whose SIN has not yet been provided. However, such contributions are deposited into an unregistered education savings account that is not eligible for the tax benefits of a RESP or government grants until the SIN has been provided. While your contributions are held in an unregistered education savings account, we will deduct the applicable fees indicated under the section "Cost of investing in the Plan" of this prospectus. During this time, your contributions will be invested as indicated in the section "How we invest your money," and any income earned in the unregistered education savings account will be included in your taxable income for the year in which it is earned.

When the beneficiary's SIN is provided within twenty-four (24) months of signing the contract, we will transfer your contributions and the generated income into the RESP. When the SIN is not provided within 24 months of signing the contract, the contract is then cancelled. The contributions made to the unregistered account are reimbursed to you, subject to the investment risk and less any applicable fees, as well as the revenue generated, if any. This repayment of contributions is not taxable, but income earned in the non-registered education savings account must be included

in your taxable income in the year it is earned. There is a fee for a cancellation made more than 60 days after the contract is signed and before the beneficiary turns 17 or is eligible for EAPs.

## Government grants

Both the Government of Canada and the Government of Quebec have introduced education savings initiatives. The Canada Education Savings Grant (CESG) and the Canada Learning Bond (CLB) are offered by the Government of Canada. The Quebec Education Savings Incentive (QESI) was introduced by the Government of Quebec for beneficiaries residing in Quebec.

The government grants and the income earned on them are added to the amount of income earned on contributions for the payment of EAPs, which your beneficiary can receive upon enrolling in eligible studies.

The grants that are received belong exclusively to your beneficiary and are invested on their behalf in the RESP. Your beneficiary's government grants are invested in the same way as the contributions made to your plan.

### Canada Education Savings Grant (CESG)

To be eligible for the CESG, the beneficiary must be a resident of Canada. The CESG may be paid on behalf of the beneficiary until the end of the calendar year in which the beneficiary turns 17. Regardless of your family income, the Basic CESG corresponds to 20% on every dollar invested until your contributions reach \$2,500 per year. If total contributions in a year are less than \$2,500, the unused portion of the CESG can be used in a subsequent year. Contributions can be made in excess of the amounts that qualify for the maximum annual government grants. However, any amount invested in excess of \$2,500 will not be subsidized by the government unless contribution room is available for any unused grants.

Contributions made to your RESP in a year in which the beneficiary turns 16 or 17 are eligible for the CESG only if one of the following two conditions is met:

- a) At least \$2,000 was contributed to the beneficiary's RESP(s) (and was not withdrawn) before the end of the calendar year in which the beneficiary turned 15;
- b) At least \$100 per year was contributed to the beneficiary's RESP (and not withdrawn) for at least four of the years preceding the end of the calendar year in which the beneficiary turned 15.

Depending on the adjusted net family income of the beneficiary's primary caregiver, an additional CESG may be applicable and your beneficiary may receive an additional amount corresponding to 10% or 20% on the first \$500 invested each year.

The maximum annual CESG amount for a beneficiary is \$1,100, taking into account the use of unused grants and the gross-up.

The cumulative amount of CESG granted to a beneficiary may not exceed \$7,200 for all of the beneficiary's RESPs and for their duration.

### Canada Learning Bond (CLB)

The CLB is a grant provided by the Government of Canada to help families with limited financial means save for their children's

# General information

postsecondary education. The CLB amount offered by the Government of Canada is \$500 for the first year of CLB eligibility. Thereafter, the beneficiary could receive \$100 for each subsequent year up to and including the year they turn 15, for a total amount up to \$2,000.

To qualify, the beneficiary's family must be financially eligible according to the criteria established by the Government of Canada. The beneficiary must also meet the following requirements:

- Be born after December 31, 2003
- Have a SIN
- Be a beneficiary of an RESP
- Be a resident of Canada

When the first CLB amount is paid to a beneficiary, the Government of Canada may add \$25 to cover a portion of the administration costs. This amount is paid directly to Kaleido Growth Inc.

An adult CLB beneficiary can open a RESP until the day before their 21st birthday to apply for this grant. The CLB application can be made as soon as a beneficiary turns 18. To obtain the CLB payment, the beneficiary must not have received a CLB payment in the past.

## Quebec Education Savings Incentive (QESI)

To be eligible for the QESI payment, a beneficiary must have a SIN, be a resident of Quebec on December 31 of the taxation year, and be a beneficiary of an RESP. The QESI can be paid until the end of the calendar year in which the beneficiary turns 17.

Regardless of your family income for a given taxation year, the basic QESI corresponds to 10% of the first \$2,500 of net contributions made to an RESP and not withdrawn in a given taxation year.

For a contribution made after December 31, 2008 to a beneficiary aged 16 or 17 to be eligible for the QESI, the CESG must have been paid into a RESP for the beneficiary in respect of a contribution made in the same year.

Depending on the adjusted net family income of the beneficiary's primary caregiver, an additional QESI amount may be applicable, and your beneficiary may receive an additional amount corresponding to 5% or 10% on the first \$500 invested each year.

The maximum annual QESI amount for a beneficiary is \$550, taking into account the use of unused grants and gross-up.

The cumulative QESI amount granted to a beneficiary may not exceed \$3,600 for all of the beneficiary's lifetime plans and for their duration.

## Repayment of government grants

There are various situations where the CESG and QESI must be repaid to a government, including:

- a) When contributions are withdrawn in full or in part before the beneficiary is enrolled in eligible studies
- b) When you cancel the contract

- c) When the Registered Education Savings Plan is cancelled or its registration is revoked
- d) When the beneficiary dies or becomes totally and permanently disabled and no other beneficiary is designated
- e) When a transfer has been made from one RESP to another, and the RESP is not an eligible transfer for keeping the government grant
- f) When a payment is made to a designated educational institution in Canada in accordance with the *Income Tax Act* (Canada)
- g) When an Accumulated Income Payment (AIP) is made

The CESG and additional CESG must also be repaid in full to the Government of Canada when there is a change of beneficiary, except in the following case:

- The new beneficiary is the brother or sister of the previous beneficiary and the new beneficiary was under the age of 21 at the time of the change of beneficiary

If only the basic CESG was received by the former beneficiary, the CESG must be reimbursed to the Government of Canada when at least one of the following two conditions is not met:

- i. The new beneficiary is a sibling of the previous beneficiary and had not turned 21 at the time of the change;
- ii. The new beneficiary and the former beneficiary are related by blood or adoption to the original subscriber of the contract and neither one was 21 years of age at the time of the change

We are also required to repay the QESI and the additional QESI, if applicable, to the Government of Quebec, other than in one of the cases described in points i. and ii. above.

There are a number of situations where the CLB must be repaid to the Government of Canada, including:

- a) When you cancel the contract
- b) When the Registered Education Savings Plan is cancelled or its registration is revoked
- c) When there is a change of beneficiary
- d) When an Accumulated Income Payment (AIP) is made
- e) When a payment is made to a designated educational institution in Canada in accordance with the *Income Tax Act* (Canada)
- f) When a transfer has been made from one RESP to another, and the RESP is not an eligible transfer for keeping the CLB
- g) If the beneficiary dies.

A CLB that has been repaid to the Government of Canada for any of the above reasons may be paid out again on behalf of the same beneficiary if the CLB eligibility criteria are once again met.

To learn more about the CESG and the CLB, visit [canada.ca/education-savings](http://canada.ca/education-savings), and for information on the QESI, go to [revenuquebec.ca](http://revenuquebec.ca). You can also contact your representative or our customer service department at any time regarding the grant applications that Kaleido Growth Inc. submits on your behalf.



## Contribution limit

The maximum lifetime contributions that can be made to an RESP are \$50,000 per beneficiary for all the plans subscribed for the beneficiary, in accordance with the *Income Tax Act* (Canada). Government grants are not included in the calculation of this limit. Tax penalties apply to any contributions made in excess of this limit. See “How the subscriber is taxed” section on page 15.

You can make contributions that exceed the maximum amount that entitles you to government grants. However, these contributions will not allow you to receive additional government grants unless contribution room is available for any unused grants. All the contributions you make are invested in your RESP in the same way.

## Fees

There are fees involved with participating in our plans. Some fees are paid by the plans and are deducted from the income generated by the plans, which has the effect of reducing the amount available for EAPs. If the income is not sufficient to cover these fees, your contributions will be reduced. Please refer to the section “Cost of investing in the Plan” on pages 27, 40 and 54 of this Detailed Plan Disclosure for a description of the fees.

## Eligible studies

EAPs will only be paid out to or on behalf of your beneficiary if they are pursuing eligible studies as defined in the *Income Tax Act* (Canada). A summary of the programs of study that entitle a beneficiary to EAPs under our plans is found under the section “Summary of eligible studies” on pages 20, 34 and 47 of this Detailed Plan Disclosure.

## Payments from the plan

### Reimbursement of contributions

Your contributions, subject to investment risk and any applicable fees, are always reimbursed to you, or, at your request, paid to your beneficiary or on their behalf, in one or more instalments, at your discretion. The income from the plan is generally paid to or on behalf of your beneficiary. If the beneficiary does not qualify, you may receive a portion of this income as an Accumulated Income Payment (AIP). For more information, see the section “Accumulated Income Payment” in this Detailed Plan Disclosure.

### Educational Assistance Payments (EAPs)

Your beneficiary will receive EAPs if they are eligible and meet the criteria under the *Income Tax Act* (Canada). The EAP amount depends on the contribution amount, the amount received in government grants, and the return on the investments made in the plan.

Note that the *Income Tax Act* (Canada) sets a maximum for the EAPs that can be made from an RESP.

The total EAP that an eligible beneficiary can receive is limited to the following amounts:

- For a qualifying educational program (full-time), the beneficiary may receive up to \$8,000 for the first 13 consecutive weeks. Once the beneficiary has completed 13 consecutive weeks, there is no limit as to the EAP amount that can be paid out if the beneficiary continues to be eligible, subject to the annual limit established by the Government of Canada. If, during a 12-month period, the beneficiary is not enrolled in a qualifying educational program for 13 consecutive weeks, the payment limit once again applies;
- For a specified educational program (part-time), the beneficiary can receive up to \$4,000 for each 13-week period of the program.

Exceptionally, the beneficiary may receive an amount greater than \$8,000 or \$4,000, according to the case, where the minister responsible for the administration of the Canada Education Savings Act has approved in writing the payment of such an amount following a request for exemption.

Note that the maximum annual EAP amount that can be paid to a beneficiary is set by the Government of Canada. For 2024, this amount was \$28,122. It is indexed annually to the Consumer Price Index.

The beneficiary may claim an EAP without having to pursue studies over consecutive years, as long as the RESP has not reached the termination date and they meet the requirements of the *Income Tax Act* (Canada).

## Unclaimed accounts

Your RESP is considered to be an unclaimed account if a payment is owed to you and we are unable to contact you or your beneficiary at the last known contact information. We will attempt to contact you or your beneficiary at least three times using the contact information on file. If your contact information is not current and our communications are returned to us because they could not be distributed, we will make reasonable efforts to locate you or your beneficiary using other public services available to us.

If we are still unable to contact you, we will continue to invest your contributions, income, and government grants in the plan until your RESP is closed, following the termination date of December 31 in the 35th year subsequent to the effective date of the RESP.

You may receive the unclaimed amounts until the RESP termination date by contacting us. After the RESP termination date, the accumulated income will be paid to a designated educational institution in Canada, as required by the *Income Tax Act* (Canada). Any government grants remaining in the account will be returned to the government concerned. After the RESP termination date, Kaleido Growth Inc. will dispose of the funds in accordance with applicable provincial unclaimed property legislation. We will attempt to contact you prior to this.

## Risks of investing in a scholarship plan

If you or your beneficiary do not comply with the terms of the contract, you may incur a loss, you may lose your contributions, and your beneficiary may lose some or all of their EAPs. Please see the description of risks under “Risks associated with investing in this Plan” on pages 26, 39 and 53 of this Detailed Plan Disclosure.

# General information

## Eligible studies

In order to receive EAPs payable from a Plan, the beneficiary must be pursuing eligible studies. If you cancel the contract before the beneficiary begins eligible studies, or if the beneficiary does not pursue eligible studies within the specified time period, the beneficiary will not be entitled to an EAP.

## EAP's amount

We cannot predict the amounts of EAPs that may be payable by a Plan and we exercise no discretion in this regard. Past performance is not a guarantee of future performance. EAP amounts depend on the amount of your contributions, the amount of government grants received, and investment returns, among other things.

## Cancellation of your contract

If you cancel your contract before your beneficiary receives the full amount of the EAPs and you are not entitled to receive an accumulated income payment, you will lose your income. The government grants you received will be returned to the government. The income will be paid to a designated educational institution in Canada, as required by the *Income Tax Act* (Canada).

## No guarantee that investment objectives will be met

There is no guarantee that the investment objectives will be met. Withdrawing contributions before your beneficiary receives EAPs or failing to make monthly contributions on time could jeopardize the achievement of your savings goal. In addition, the amount of EAPs available for distribution to the beneficiary will vary depending on, among other things, the income, interest and dividends paid on the securities in the portfolio and the value of those securities. There is no guarantee that a portfolio managed by portfolio managers will produce a positive return. There is no way to determine in advance what the EAP amount will be in future years.

## Changes in legislation

A Plan's provisions are established according to the terms of the RESP with which it is associated and the receipt of government grants. They incorporate these provisions as they may be defined under applicable laws for the duration of the RESP. There is no guarantee that tax laws, securities laws, or other laws, or their official interpretations, will not be changed in a way that adversely affects the scholarship plans promoted by the Foundation or the Foundation itself, Kaleido Growth Inc., or another stakeholder in their administration or management.

## Potential conflicts of interest

Any or all of the following persons or entities may engage in the promotion, management, or portfolio management of other accounts, investment organizations, or investment trusts:

- A portfolio manager
- A member of the portfolio manager's group in the capacity of investment fund manager or portfolio manager, or a person with ties to them
- A director or officer of any of the above entities

While the officers, directors and staff of a portfolio manager will devote as much time as is deemed appropriate to the performance

of their duties, there may be conflicts in the allocation of their time and services between the Foundation and other portfolios that the portfolio managers manage for persons other than the Foundation.

## Investment risks

The value of the investments held by the plans may fluctuate. Please see the section "Risks associated with investing in this Plan" on pages 26, 39 and 53 of this Detailed Plan Disclosure for a description of the risks that may affect the value of the investments in the plans, which could affect the EAP amount that the beneficiary can receive and the amount of contributions that can be repaid to you. Unlike bank accounts or guaranteed investment certificates (GICs), your investments in the plans are not covered by the Canada Deposit Insurance Corporation or any other government deposit insurer.

## Risks related to equity investments

Equity investments may be exposed to a higher level of risk as the price of equity securities may fluctuate significantly over a short period of time, depending on the financial health of the issuers of the securities, financial markets, and economic conditions.

## Risks linked to financial markets

Equity and bond markets fluctuate daily, depending on socioeconomic conditions and market events. Like all investments whose performance is tied to these markets, the value of your investment in a Plan will fluctuate, which means you could lose money, especially if you withdraw your contributions and cancel your contract while your beneficiary is very young and the investments are still primarily in variable income securities and their value has declined. If the value of the investments has declined, the amounts in your account may not be enough to repay the full amount of your contributions. You should discuss with us in advance any intention to cancel your contract or withdraw your contributions before your beneficiary is eligible for EAPs.

## Interest rate risk

Fixed income investments are mainly affected by changes in interest rates. Typically, an increase in interest rates will cause the value of fixed income securities to drop. Conversely, a decrease in interest rates will generally increase the value of these securities held in the investment portfolio.

## Credit risk

This risk is the possibility of financial loss arising from the inability of a company, issuer or counterparty to meet its financial obligations to a Plan. The Plans invest in fixed income securities issued and guaranteed by governments and corporations with a minimum credit rating of BBB or equivalent, which limits credit risk.

## Risk associated with investments in underlying funds

The Plan will invest in investment funds, including ETFs and mutual fund units, which pay fees to their managers and administrators. In addition, the Plan will incur costs in connection with its administration and operation. The risks to which the Plan is exposed are directly related to the risks associated with the underlying investment funds for the portion of the assets invested in such funds.



## Liquidity risk

Liquidity reflects the ease with which an asset can be sold and converted into cash. Most securities can be sold easily and at a fair price. In highly volatile markets, the difficulty in selling securities could result in a loss or a decline in return for the Plan.

## Foreign exchange risk

An investment in securities priced in foreign currencies is exposed to currency risk. The value of securities priced in foreign currencies may decrease when the value of the Canadian dollar increases relative to the currency in question.

## Risk associated with investments in cash and cash equivalents

Investments in cash or cash equivalents are generally considered safe or “low risk.” However, their rate of return is often lower than other types of investments. Since the fees described under the section “Cost of investing in the Plan” on pages 27, 40 and 54 of this prospectus are applied consistently to all subscribers, their impact may vary from one subscriber to another based on the asset allocation specific to the level of the investment strategy applicable in a given case, and be greater for a subscriber whose assets generate a lower or even negative gross return. A negative return, both before and after the fees have been deducted, is possible for investments in cash and cash equivalents, as is the case with all other types of investments.

## Risk related to performance attribution

Kaleido Growth Inc. assigns the net return specific to each subscriber of the Plans on a monthly basis according to the method described in the section “How the EAP amount is calculated” on pages 33, 46 and 60 of this 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 the 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.

## Risk associated with exchange-traded funds

ETFs are securities that can be bought and sold as common shares. They are managed passively or actively, as the case may be. An ETF may be unable to accurately track the market segment or index underlying its investment objective. An ETF may not be actively managed. Such an ETF will not necessarily sell a security on the basis that the issuer is experiencing financial difficulty, unless the security is removed from the applicable index being reproduced, as the case may be. As a result, an index ETF's return could be lower than that of an actively managed fund. Furthermore, the price of an ETF could be traded at a discount in relation to its net asset value. A market for the active trading of an ETF may possibly not be maintained, and there is no guarantee that an ETF will continue to meet the listing requirements of the exchange on which it is traded or that the exchange will not modify the requirements.

## What are the tax implications of the plan?

When your account is registered with the Canada Revenue Agency as a RESP, it provides certain tax benefits as described below. The following is a summary of the tax aspects under the *Income Tax Act* (Canada) and the Taxation Act (Quebec) for the following entities:

- Scholarship plans
- Subscribers
- Registered Education Savings Plans promoted by the Foundation
- Beneficiaries

In the opinion of Lavery, de Billy, LLP, external legal counsel for the plans, this summary is an adequate presentation provided that the contracts between the subscribers and the Foundation and the current provisions of the *Income Tax Act* (Canada) and its regulations in force at the date of this prospectus are not amended.

This summary is general in nature only and does not constitute a legal or tax opinion. The subscriber and the beneficiary would be well advised to consult their own tax advisor regarding their personal income tax situation.

## How the scholarship plan is taxed

The income and contributions received by a scholarship plan are not subject to income tax. An account opened in one of the plans qualifies as a RESP upon being registered. The RESP eligible account, provided it retains that status, is not required to pay income tax under tax legislation.

## How the subscriber is taxed

### RESP contributions

The contributions you make are not tax-deductible.

### Reimbursement of contributions

The contributions that are withdrawn do not constitute taxable income.

### Transfer between scholarship plans

The amounts transferred between scholarship plans do not constitute taxable income.

### Contributions that exceed the limits established by the *Income Tax Act* (Canada)

If the lifetime contribution limit of \$50,000 per beneficiary is exceeded, the subscriber must pay a penalty tax equal to 1% of the excess contributions for each month, unless the excess is withdrawn from the RESP before the end of that month.

### If you receive an Accumulated Income Payment (AIP)

You must include any AIP paid out to you in your income for tax purposes. The AIP will be subject to an additional 20% tax unless it is transferred to a Registered Retirement Savings Plan (RRSP) or a Registered Disability Savings Plan (RDSP), subject to the requirements for this type of transfer under the *Income Tax Act* (Canada).

## General information

When transferred to an RRSP, the amount of accumulated income is subject to a tax deduction, as with any other amount placed in this type of investment. You can transfer up to \$50,000 in AIPs to your RRSP if you have enough contribution room. The transfer can also be made to your spouse's RRSP to which you are contributing, under certain conditions.

Generally, an RESP subscriber and an RDSP holder can jointly elect to transfer an amount of accumulated income from the RESP to an RDSP. Such a transfer is possible if, at the time of the election, the beneficiary of the RESP is also the beneficiary of the RDSP. To be eligible, the RDSP beneficiary must meet certain requirements for an RDSP contribution: (i) Is eligible for the disability tax credit, (ii) did not die, (iii) is not over the age of 59 in the year of the contribution and (iv) is a resident of Canada. Such a transfer cannot occur if the RDSP holder has not consented to the transfer. Transferring an amount of earned income to an RDSP will be considered a private contribution

when determining whether the RDSP is a plan that primarily receives government assistance, but will not be eligible for the Canada Disability Savings Grant. The amount of accumulated income transferred to the RDSP will be included in the taxable portion of the RDSP withdrawals paid out to the beneficiary, may not exceed the maximum limit, and will reduce the RDSP lifetime contribution room of \$200,000.

### How the beneficiary is taxed

Under current legislation, EAP amounts made to or on behalf of the beneficiary are taxable income for the beneficiary to be included on the latter's tax return in the year the EAP is paid out.

The *Income Tax Act* (Canada) stipulates that EAPs made to or on behalf of the beneficiary must be used to help the beneficiary pursue postsecondary education.



# Who is involved in the management of the plans?



<p><b>Promoter</b></p>	<p><b>Kaleido Foundation</b> Quebec City, Quebec</p> <ul style="list-style-type: none"> <li>→ Sees to execution of the Plan’s mission and purpose, as well as related activities and operations;</li> <li>→ Is responsible for promoting the scholarship plans and related RESPs;</li> <li>→ Acts on behalf of the plans when contracts are entered into with subscribers;</li> <li>→ Oversees the direction and management of the plans by Kaleido Growth Inc.</li> </ul>
<p><b>Investment Fund Manager</b></p>	<p><b>Kaleido Growth Inc.</b> 1035 Avenue Wilfrid-Pelletier, Suite 500 Quebec City, Quebec G1W 0C5</p> <ul style="list-style-type: none"> <li>→ In general, oversees the activities, operations and affairs of the scholarship plans;</li> <li>→ Upon consulting the Foundation, retains the services of the trustee, custodian, portfolio managers and auditors;</li> <li>→ Receives contributions from each subscriber and the government grants, and promptly submits them to the custodian for deposit to the relevant subscriber account;</li> <li>→ Develops investment policies through the Investment Committee;</li> <li>→ Mandates the portfolio managers and determines the proportion of assets they are respectively responsible for investing and managing;</li> <li>→ Oversees the investment decisions of the portfolio managers and ensures they comply with the investment policies;</li> <li>→ Where required by the Foundation, gives the custodian the appropriate instructions to pay out EAPs in accordance with the terms and conditions set out in this prospectus.</li> </ul>
<p><b>Trustee</b></p>	<p><b>Eterna Trust Inc.</b> Quebec City, Quebec</p> <ul style="list-style-type: none"> <li>→ Acts as trustee for the plans and, as such, is in charge of the safekeeping and conservation of the assets transferred, contributed or paid to it for the purpose of contributing to the assets of an RESP, including contributions, government grants, and accumulated income on all such amounts;</li> <li>→ Assumes control and acts in place of Kaleido Growth Inc. and the Foundation, carrying out their responsibilities with the necessary adjustments, should either one refuse or be unable to act.</li> </ul>
<p><b>Custodian</b></p>	<p><b>CIBC Mellon Trust Company</b> Toronto, Ontario</p> <ul style="list-style-type: none"> <li>→ Receives contributions for deposit to the subscriber accounts;</li> <li>→ Receives government grants and the accumulated income from assets for deposit to the appropriate accounts;</li> <li>→ Interacts with portfolio managers for the transfer of amounts to be invested that originate from subscriber accounts;</li> <li>→ Acts as custodian of the securities and other forms of investments in which these funds are invested by the portfolio managers;</li> <li>→ Provides portfolio security valuation services;</li> <li>→ At the end of the contract, on Kaleido Growth Inc.’s instructions, reimburses the subscriber for the amount of contributions that the latter made, subject to the investment risk and any applicable fees. When required by legislation, returns the government grants to the respective governments.</li> </ul>
<p><b>Distributor</b></p>	<p><b>Kaleido Growth Inc.</b> Quebec City, Quebec</p> <ul style="list-style-type: none"> <li>→ By delegation of the Foundation, ensures the promotion of the plans;</li> <li>→ Responsible for the offering and distribution of the plans through its duly authorized representatives;</li> <li>→ Comes to an agreement with the Foundation on its responsibilities and duties as the distributor of the plans to subscribers;</li> <li>→ Represents the Foundation (acting as the plans’ promoter) for the purpose of closing contracts with subscribers.</li> </ul>

## Who is involved in the management of the plans?

<p><b>Portfolio managers</b></p>	<p><b>Fiera Capital Corporation</b> Montreal, Quebec</p> <ul style="list-style-type: none"> <li>→ Invests and manages the assets of the plans for the portion determined by Kaleido Growth Inc. in accordance with the investment policies and applicable legislation;</li> <li>→ Manages the variable-income securities of the plans;</li> <li>→ By delegation of Kaleido Growth Inc. and on the latter's instructions, where applicable, exercises the voting rights relating to the investments thus made.</li> </ul> <p><b>AlphaFixe Capital Inc.</b> Montreal, Quebec</p> <ul style="list-style-type: none"> <li>→ Invests and manages the assets of the plans for the portion determined by Kaleido Growth Inc. in accordance with the investment policies and applicable legislation;</li> <li>→ Manages cash and cash equivalents as well as fixed-income securities of the plans;</li> <li>→ By delegation of Kaleido Growth Inc. and on the instructions of the latter, where applicable, exercises the voting rights relating to the investments thus made.</li> </ul>
<p><b>Auditors</b></p>	<p><b>Deloitte LLP</b> Quebec City, Quebec</p> <ul style="list-style-type: none"> <li>→ Responsible for auditing the plans' annual financial statements.</li> </ul>
<p><b>Registrar</b></p>	<p><b>Kaleido Growth Inc.</b> Quebec City, Quebec</p> <ul style="list-style-type: none"> <li>→ Provides administrative services, specifically with regard to the keeping of books and records of account and maintaining files;</li> <li>→ Keeps separate accounting of subscriber accounts and provides the custodian with access to this compiled data to enable reconciliation with accounts maintained by the custodian.</li> </ul>
<p><b>Independent Review Committee (IRC)</b></p>	<p><b>IRC</b> Quebec City, Quebec</p> <ul style="list-style-type: none"> <li>→ Reviews and takes a position on conflict-of-interest issues submitted to it for decision and approval and performs any other duties under securities legislation.</li> </ul>

## Your rights as an investor



You have up to 60 days after signing the contract to withdraw from the scholarship plan and get all your contributions invested back. After this time, you will recover your contributions, subject to investment risks and any applicable fees.

The government grants you received will be paid back to the respective governments.

In several provinces and territories, securities legislation also allows you to cancel your enrolment and recover the entire amount invested or, in some cases, to sue for damages if the prospectus or any amendment contains false or misleading information or was not provided to you. These rights must be exercised within the time limits set out in your province's securities legislation.

For more information on these rights, please refer to your provincial securities legislation or consult a lawyer.

# IDEO+ Conservative Plan

## Specific information about our plans – IDEO+ Conservative Plan

### Type of scholarship plan

Type of scholarship plan	Date created
Individual scholarship plan	May 1 <sup>st</sup> , 2022

### Who is the plan for?

The IDEO+ Conservative Plan is intended for beneficiaries of all ages. The Plan is for investors interested in saving for the beneficiary's post-secondary education and looking for flexibility to choose the frequency and amount of RESP contributions. You enrol in an IDEO+ Conservative Plan when you expect the beneficiary you designate to pursue post-secondary education in a qualifying educational program or a specified educational program under the *Income Tax Act* (Canada). The IDEO+ Conservative Plan is intended for investors who wish to choose the frequency and amount of EAPs paid out for the beneficiary's education.

You can enrol in the IDEO+ Conservative Plan if your beneficiary is a tax resident of Canada and has a SIN.

The IDEO+ Conservative Plan uses a long-term investment approach designed to provide appropriate capital growth and income opportunities. It is generally suitable for subscribers who wish to make medium- or long-term investments to save for a beneficiary's post-secondary education.

### Summary of eligible studies

Below is a description of the postsecondary programs that constitute eligible studies and qualify for EAPs under the IDEO+ Conservative Plan.

Contact us or your representative to find out if your beneficiary's programs of study are eligible. Upon request, we can provide you with a current list of eligible institutions and programs. This list is also available on our website at [kaleido.ca](http://kaleido.ca).

For more information on obtaining the EAP, see "Educational Assistance Payments" section on page 33 of this Detailed Plan Disclosure.

#### Eligible studies

General or technical full-time or part-time postsecondary studies (college, community college, or university) in Canada, or the equivalent abroad, are eligible. Programs at designated educational institutions in Canada designed to provide a person with skills for, or improve a person's skills in, an occupation are also eligible.

Qualifying educational programs or specified educational programs as defined in the *Income Tax Act* (Canada) are considered eligible studies. Qualifying educational programs are educational programs with a minimum duration of three consecutive weeks requiring at least 10 hours of instruction or schoolwork each week. Specified educational programs are post-secondary programs lasting a

minimum of three consecutive weeks that require students to spend at least 12 hours per month on courses in the program.

A beneficiary enrolled in a distance learning course for such studies is also considered to be eligible. We recommend that you contact us in advance to find out whether a program of study or educational institution is eligible.

Eligible studies do not necessarily require a high school diploma. Your beneficiary has to enroll in eligible studies in order to qualify for an EAP. See the "Educational Assistance Payments" section on page 33 of this prospectus.

#### Non-eligible studies

Beneficiaries who do not enrol in a qualifying educational program or a specified educational program, as defined under the *Income Tax Act* (Canada), will not receive an EAP.

### How we invest your money

#### Investment objectives

The fundamental investment objectives of the IDEO+ Conservative Plan consist of investing subscriber contributions and government grants in a diversified combination of investments through a flexible investment strategy so as to generate a reasonable and competitive return on long-term investments while assuming a level of risk considered low. The subscriber is not guaranteed full reimbursement of the contributions made. However, the flexible investment strategy provides for the adjustment of the asset allocation over the years to reduce exposure to risk as the beneficiary approaches the age of undertaking eligible studies and thus promote the preservation of the capital accumulated over time.

The fundamental investment objectives of the IDEO+ Conservative Plan may only be modified if the change is approved by a majority of votes by Plan subscribers attending a meeting of subscribers called for a such purpose.

The funds in the IDEO+ Conservative Plan are invested primarily in variable-income securities (equities, ETFs, and mutual fund units), as well as fixed-income securities (government securities, corporate debt and money market securities). The IDEO+ Conservative Plan's flexible investment policy is conservative and involves a low investment risk for the entire investment period, considering the investment strategy is focused on fixed-income securities, cash, and cash equivalents more than on variable-income securities. With regards to variable-income securities, the IDEO+ Conservative Plan invests only in Canadian or American equities, principally in direct holdings, although it is possible to do so through ETFs or mutual fund units. Investments in fixed income securities are limited to Canadian government bonds and quality Canadian corporation bonds.

#### Investment strategies

The main investment strategy used by the IDEO+ Conservative Plan is to invest 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 enrolment in eligible studies with appropriate asset classes and an 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 mix changes automatically over time based on the investment horizon in order to reduce risk as the beneficiary nears the age of 18. The proportion of fixed-income securities thus increases while that of variable-income securities 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.

A weighted target for the fixed income, variable income and cash and cash equivalents asset classes is 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 must necessarily be done if there is a deviation of more than 5 percentage points from the target for any asset class. Between the rebalancings, 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. In principle, investments in variable income securities must not exceed the maximum proportions determined by the beneficiary's age. To ensure this, Kaleido Growth Inc. monitors asset allocation daily. When required, Kaleido Growth Inc. will take all necessary steps to reduce the proportion invested in variable-income securities in line with the maximum proportions allowed as soon as it is commercially reasonable to do so.

The contributions and grants that are received, as well as the income generated on these, less applicable fees, are invested according to the target asset allocation associated with the beneficiary's age during rebalancing after their receipt. As a result, it may take up to one month from the time contributions and grants are received and they are invested, according to this target asset allocation. In the interim, these sums are placed in cash and cash equivalents.

The maximum proportions invested in variable income securities according to the beneficiary's age, as shown in the table below, are considered to be fundamental investment objectives of the Plan and may only be modified if the change is approved by a majority of votes cast by the Plan subscribers attending a meeting in person or by proxy. The target asset allocations are not considered fundamental investment objectives and may change from year to year when we review them in order to achieve the investment objectives of the **IDEO+** Conservative Plan.

Before the 60-day deadline after the contract is signed, your contributions and government grants are invested in cash and cash equivalents. At the end of the first 60 days, the income thus generated from your contributions and grants, less applicable fees, will be allocated to your account. If the revenues generated are insufficient to cover the applicable fees during this 60-day period, Kaleido Croissance inc. will adjust the fees payable in order to avoid a negative return. The beneficiaries are then placed in an age group based on their date of birth, where each age group has a separate target allocation that changes over time. Income is then credited to the accounts according to these age-based profiles.

# IDEO+ Conservative Plan

The target allocations for each age group are:

Age of beneficiary	Targets			
	Cash and cash equivalents	Fixed income securities	Variable income securities	Maximum proportion of variable income securities
0	5%	45%	50%	55%
1	5%	46%	49%	54%
2	5%	46%	49%	54%
3	5%	47%	48%	53%
4	5%	48%	47%	52%
5	5%	49%	46%	51%
6	5%	51%	44%	49%
7	5%	54%	41%	46%
8	5%	57%	38%	43%
9	5%	60%	35%	40%
10	5%	63%	32%	37%
11	5%	66%	29%	34%
12	5%	68%	27%	32%
13	5%	71%	24%	29%
14	5%	73%	22%	27%
15	5%	78%	17%	22%
16	5%	82%	13%	18%
17	5%	86%	9%	14%
18 or over	75%	25%	0%	5%

With respect to assets invested in variable-income securities, the investment policy of the **IDEO+** Conservative Plan provides for target weightings of 45% and 55% in Canadian and U.S. equities, respectively.

Investments in the **IDEO+** Conservative Plan involve some investment risk and some volatility (fluctuation in value over time). Returns will vary from year to year and are not likely to be the same as other scholarship plans promoted by the Foundation with different fundamental investment objectives, investment strategies, and portfolio managers.

The **IDEO+** Conservative Plan can invest in fixed-income securities, including government securities, corporate bonds with a good credit rating (BBB or higher), and cash, cash equivalents, and other short-term fixed-income securities. The Plan may also invest in the securities issued for market capitalization purposes and may hold common shares, preferred shares, rights and warrants, as well as securities convertible into common shares. The Plan may invest in mutual funds, including index funds and ETFs. Shares, index funds, and ETFs held by the Plan must be securities traded on a Canadian or U.S. exchange. Therefore, the Plan's investments in fixed-income securities, Canadian equities and U.S. equities will generally be made through direct ownership of the securities, although it is possible to hold them through mutual funds or ETFs. Occasionally, the **IDEO+** Conservative Plan may also purchase derivatives, but only for foreign exchange risk hedging purposes.

In the **IDEO+** Conservative Plan, your assets are pooled with those of all other subscribers for investment. These assets are held in custody by the custodian and are divided among several accounts, one account per management mandate entrusted to the portfolio managers, who are based on the asset classes set out in the above-mentioned evolving profile policy. This pooling of assets allows the portfolio managers to deploy the investment strategies described above while limiting the operational costs to the Plan. See "How the EAP Amount is Calculated" on page 33 for more details on the performance attribution mechanism.

The Foundation and Kaleido Growth Inc. may retain the services of different portfolio managers to manage the asset classes under the flexible investment strategy, and each portfolio manager is given a specific mandate to follow when making investment decisions for the **IDEO+** Conservative Plan.

For the **IDEO+** Conservative Plan, variable-income securities are managed by Fiera Capital Corporation, while cash, cash equivalents and fixed-income securities are managed by AlphaFixe Capital inc.

Fiera Capital Corporation's mandate is to invest the assets of the **IDEO+** Conservative Plan in variable-income securities, as instructed by Kaleido Growth inc. and in accordance with its investment policies.



The investment strategy of the variable income mandate is to invest in companies that employ sustainable management practices, benefit from long-term vectors, present a reasonable valuation, and share common interests with stakeholders. These companies benefit from strong economic advantages and are able to achieve high returns on capital and increase shareholder value over time. With this diversified portfolio, Fiera Capital Corporation hopes to deliver superior returns over the long term while minimizing the risk of loss. The investment strategy also incorporates an internal ESG analysis. Fiera Capital Corporation believes that well-run businesses are generally those that demonstrate high ethical and environmental standards, as well as respect for their employees, human rights, and the communities in which they operate. In its fundamental investment analysis, Fiera Capital Corporation considers, where appropriate, significant ESG that may have a positive or negative impact on a company's long-term intrinsic value.

AlphaFixe Capital Inc. is mandated to invest a portion of the assets of the **IDEO+** Conservative Plan in cash, cash equivalents and fixed income securities as instructed by Kaleido Growth Inc. in accordance with the investment policies. The investment philosophy is based on a rigorous risk management process. The concepts of capital preservation and flexible strategy execution are reflected in the internal management models which are designed to be both sophisticated and accessible. Decisions on investment strategies are made as a team and are based on a long-term fundamental view.

AlphaFixe Capital's mission is to create constant added value by promoting a fundamental approach based on the intrinsic value of the assets and a limited risk tolerance model. To achieve this, AlphaFixe Capital leverages five distinct sources of added value that can be deployed in response to different market opportunities. In addition, an internal bond issuer valuation model includes ESG considerations.

While all employees are involved in the AlphaFixe Capital ESG onboarding process, the manager has a team dedicated to responsible investing that personally gathers data and analyzes ESG factors. AlphaFixe Capital believes this strengthens its position in terms of understanding the issues and engaging in dialogue with issuers. The responsible investing team is based on the trading floor and is an integral part of the investment team. Credit specialists are also involved in the development of ESG valuation methodologies, allowing them to tailor their approach to the realities of the fixed income market.

### **Implementation of a flexible investment strategy**

A weighted target for the fixed income, variable income and cash and cash equivalents asset classes is 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 must necessarily be done if there is a deviation of more than 5 percentage points from the target for any asset class. Between the rebalancings, 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. In principle, investments in variable income securities must not exceed the maximum proportions determined by the beneficiary's age. To ensure this, Kaleido Growth Inc. monitors asset allocation daily. When required, Kaleido Growth Inc. will take all necessary steps to reduce the proportion invested in variable-income securities in line with the maximum proportions allowed as soon as it is commercially reasonable to do so.

The contributions and grants that are received, as well as the income generated on these, less applicable fees, are invested according to the target asset allocation associated with the beneficiary's age during rebalancing after their receipt. As a result, it may take up to one month from the time contributions and grants are received and they are invested, according to this target asset allocation. In the interim, these sums are placed in cash and cash equivalents.

Before the 60-day deadline after the contract is signed, your contributions and government grants are invested in cash and cash equivalents. At the end of the first 60 days, the income thus generated from your contributions and grants, less applicable fees, will be allocated to your account. If the revenues generated are insufficient to cover the applicable fees during this 60-day period, Kaleido Croissance inc. will adjust the fees payable in order to avoid a negative return. The beneficiaries are then placed in an age group based on their date of birth, where each age group has a separate target allocation that changes over time. As a result, the target allocation within each beneficiary age group with a flexible profile will change over time and the income credited to the accounts will be allocated according to the respective profiles.

Since your assets are pooled with those of other subscribers, each asset class generates a different gross return and certain fees and operating expenses paid by the plan may vary from one asset class to another, Kaleido Growth Inc. allocates your specific net return monthly using the method described below.

Based on your beneficiary's age and the total value of your account (the sum of the contributions, grants received and accrued income that belong to you and are attributed to your agreement), we determine your share of the plan assets for each asset class set out in the evolving profile policy. The net income generated by the plan for each of these asset classes is then allocated to your account based on your share.

Since the net return allocated will vary according to your beneficiary's age and your share, the annual return you earn on your own account will be different from that of the Plan, which will be indicated in management's annual report on the plans' performance.

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 the 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.

# IDEO+ Conservative Plan

## Sustainable investing

Kaleido Growth Inc. believes that organizations that factor 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, Kaleido Growth Inc. believes that a sustainable investment approach is entirely consistent with its objectives and investment horizon.

In December 2020, the board of directors of Kaleido Growth Inc. adopted a sustainable investment policy to formalize Kaleido Growth Inc.'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 our clients.

ESG is taken into account in many ways, both in decision-making and during the period the investments are held. First, Kaleido Growth Inc. only deals with portfolio managers who are signatories to the Principles for Responsible Investment, an initiative supported by the United Nations. ESG is considered in all investment strategies used by portfolio managers. This favours a more informed analysis of the risks and opportunities in investment decisions.

In addition, Kaleido Growth Inc. contributes to a lower-carbon economy by setting targets to gradually increase the proportion of green bonds in the Plan's portfolios, depending, of course, on market opportunities, until a 10% target is reached.

Kaleido Growth Inc. wishes to engage in dialogue with the various stakeholders by promoting active ownership practices among the portfolio managers it works with and exert a positive influence beyond its investments by supporting industry initiatives that contribute to the development of best practices. Whenever possible and appropriate, the portfolio managers apply active shareholding and engagement practices with the issuers in the portfolio by voting by proxy at shareholder meetings and/or by dialoguing with the officers of issuers in order to direct them towards exemplary ESG practices.

Lastly, in accordance with sustainable investment considerations, exclusion filters are applied to ensure the Plan does not hold the securities of companies directly or indirectly operating in certain industries whose activities, products, and services are deemed harmful to humans. Companies are deemed ineligible if they derive more than 15% of their earnings from the following industries:

- 1) Tobacco
- 2) Weapons\*

\* Military or offensive weapons, i.e., those primarily used to cause human injury.

In this prospectus, the terms "sustainable" and "responsible" are interchangeable and have the same meaning to qualify sustainable or responsible investing.

## Investment restrictions

Investments made for the **IDEO+** Conservative Plan must meet the requirements for RESP-eligible investments under the *Income Tax Act* (Canada) as well as the investment restrictions under securities regulations and the administrative policies of the Canadian Securities Administrators.

In 2022, the Foundation and Kaleido Growth Inc. were granted an exemption under Decision No. 2022-FI-0005 by the Autorité des marchés financiers (AMF) from section 4 of Regulation No. 15 Respecting Conditions Precedent to Acceptance of Scholarship or Educational Plan Prospectuses. The exemption allows for greater diversification of the **IDEO+** Conservative Plan's assets and lists the investment restrictions that apply to the **IDEO+** Conservative Plan. These investment restrictions require the Plan to comply with the control and concentration restrictions that apply to other publicly traded investment funds.

Pursuant to the decision, the plans are managed by taking into account the following investment restrictions:

- a) The plans' assets are invested in the following securities:
  - i. Government security as defined by Regulation 81-102 Respecting Investment Funds, RLRQ, c. V-1.1, r. 39 ("Regulation 81-102");
  - ii. Guaranteed mortgage as defined by Regulation 81-102;
  - iii. Guaranteed mortgage-backed securities, in which all underlying mortgages are guaranteed mortgages;
  - iv. Cash or cash equivalents as defined by Regulation 81-102;
  - v. Guaranteed investment certificate and other debt securities issued by a Canadian financial institution as defined by Regulation 14-101 Respecting Definitions, RLRQ, c. V-1.1, r. 3 ("Regulation 14-101"), provided the security or the issuing financial institution has a designated rating as defined by Regulation 81-102;
  - vi. A debt security issued by a corporation, provided the security has a minimum BBB rating or the equivalent, as granted by a designated rating organization as defined by Regulation 25-101 Respecting Designated Rating Organizations, CQLR, c. V-1.1, r. 8.1 ("Regulation 25-101");
  - vii. Stock listed and traded on a Canadian or U.S. stock exchange;
  - viii. Index participation unit, as defined by Regulation 81-102;
  - ix. A security of an investment fund, if it meets one of the following criteria:





- A. Is subject to Regulation 81-102 and offers or has offered securities under a simplified prospectus pursuant to Regulation 81-101 Respecting Mutual Fund Prospectus Disclosure, CQLR, c. V-1.1, r. 38 (“Regulation 81-101”);
  - B. Is subject to Regulation 81-102 and offers or has offered securities under Regulation 41-101 Respecting General Prospectus Requirements, CQLR, c. V-1.1, r. 14 (“Regulation 41-101”) and that these securities are traded on a Canadian or U.S. stock exchange (actively managed ETF);
- b) A plan cannot purchase securities from an issuer, if, following the transaction, more than 10% of the plan’s net assets, at the market value at the time of the transaction, is invested in an issuer’s securities;
- c) Condition (b) above does not apply to the purchase of a government security or an investment fund security, as authorized by the exemption;
- d) A plan cannot purchase any securities from an issuer if, following the purchase, the plan has securities representing more than 10% of the following:
- i. The voting rights attached to the issuer’s outstanding voting securities; or
  - ii. The issuer’s outstanding equity securities;
- e) A plan cannot purchase any securities from an issuer in order to exert a hold on an issuer or manage it;
- f) If a plan purchases an issuer’s security other than by a “purchase,” as defined under Regulation 81-102, outside of the control limits mentioned in conditions (d) and (e) above, the plan must reduce its holding of the security as fast as commercially reasonable and possible, or at the latest 90 days after the control limit was exceeded;
- g) The Plan cannot:
- i. Purchase real estate or physical commodities
  - ii. Purchase a mortgage other than a guaranteed mortgage
  - iii. Purchase, sell or use a specified derivative for purposes other than foreign exchange risk hedging;
  - iv. Purchase linked notes, whether the principal is protected or not, linked guaranteed investment certificates, or any other similar debt obligations issued by financial institutions or corporations
  - v. Purchase an illiquid asset, although if a security held by the Plan becomes illiquid after the purchase, the Plan should then take all necessary steps to dispose of the illiquid asset as quickly as is commercially reasonable and possible
  - vi. Purchase or hold an investment fund security, unless:
- A. The investment fund is a permitted investment for the Plan
  - B. At the time of the purchase, said investment fund is not invested at a proportion of more than 10% of its net value in the securities of other underlying investment funds
  - C. No management fees or remuneration payable by the plan will have the effect, in the view of a reasonable person, of duplicating the fees payable by the investment fund held by the plan for the same service
  - D. No acquisition or redemption fees payable by the Plan in connection with its subscription or redemption of the underlying investment fund will have the effect, in the view of a reasonable person, of duplicating the fees payable by a Plan subscriber
- vii. Subsection (g)(vi)(2) does not apply if the other investment fund purchases or holds a money market fund or an index participation unit, as defined by Regulation 81-102.
- viii. Borrow cash or provide a security interest in an asset in the portfolio, unless:
- A. The transaction is an interim measure to respond to requests to redeem the Plan’s securities while it proceeds with an orderly liquidation of the portfolio’s assets or to enable it to settle portfolio transactions and, after taking into account all transactions carried out under this subparagraph, the outstanding amount of all borrowings under the plan does not exceed 5% of its net asset value at the time of borrowing
  - B. The security guarantees the payment of fees and charges from the custodian or a subcustodian of the Plan for services rendered in this capacity
- ix. Purchase securities on margin
- x. Sell securities short
- xi. Purchase a security with terms that may require the Plan to make a contribution in addition to the payment of the purchase price
- xii. Lend cash
- xiii. Lend portfolio assets other than in accordance with the provisions applicable to MFs
- xiv. Guarantee securities or obligations of a person
- xv. Purchase securities other than through normal market facilities, unless the purchase price approximates the market price or the parties act at arm’s length in the transaction, or
- h) Investing the plan’s assets in a security, derivative or other asset that is not specifically permitted under Decision No. 2022-FI-0005 constitutes a prohibited investment for the Plan.

# IDEO+ Conservative Plan

We may only deviate from the restrictions stipulated in Decision No. 2022-FI-0005 with the consent of Autorité des marchés financiers and subject to approval of the board of directors of Kaleido Growth Inc., where applicable. Investment restrictions may be changed without the subscriber's consent.

## Risks associated with a scholarship plan

### Risks associated with investing in this Plan

You sign a contract when you enrol in the **IDEO+** Conservative Plan. Before signing, please read the contract carefully and make sure you understand it. Over time, the value of the investments held by the **IDEO+** Conservative Plan may fluctuate and drop in value. If you or your beneficiary do not comply with the terms of the contract, or if the value of the investments decreases, your beneficiary may lose some or all of their EAPs.

Remember that payments made by the **IDEO+** Conservative Plan are not guaranteed. We cannot tell you in advance if your beneficiary will be eligible to receive EAPs under the Plan or how much they may receive. We cannot guarantee the amount of the payments, including the reimbursement of your contributions, or that the payments will cover the full cost of your beneficiary's postsecondary education.

In addition to the risks listed in the "Investment risks" section on page 14 of this Detailed Plan Disclosure, the risks listed below are all risks that can affect investments in the **IDEO+** Conservative Plan.

#### Investment risks

The value of the securities held by the **IDEO+** Conservative Plan may fluctuate. The risks that could cause the value of the Plan's investments to fluctuate are presented under "Investment risks" on page 14 of the Detailed Disclosure. This change in the value of the plan's investments will affect the EAP amount that can be paid out to beneficiaries.

## How has the Plan performed?

The table below presents the **IDEO+** Conservative Plan's performance during the last fiscal year ended December 31. The returns are shown after administration and management fees have been deducted. These fees reduce your investment returns. It is important to note that past performance of the Plan is not indicative of future performance.

	December 31 2023	December 31 2022 <sup>(1)</sup>
<b>Net annual return</b>	4.40%	-0.04%

1. The Plan's transactions began on May 2, 2022.

## Making contributions

When you open an account, you set your savings goal to fund a program of studies for the beneficiary. To achieve this goal, you can make monthly or one-time contributions. Contributions must be at least \$10 each. can be debited automatically from your bank account.

You can no longer make contributions after December 31 of the 31st year following the registration of your RESP. Total contributions cannot exceed the RESP lifetime limit under the *Income Tax Act* (Canada) of \$50,000 per beneficiary.

### Your contribution options

You determine the contribution amount and choose the frequency among the available options. You can choose to make monthly or one-time contributions. Contributions must be at least \$10 each. Subscribers may open an RESPs in the **IDEO+** Conservative Plan without having to contribute to them.

## If you have trouble making contributions

If you have chosen to open a 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.

### Your options

The following options are available to you if you are having trouble maintaining your contributions:

- You can stop making contributions and start up again at a later time if you wish.
- You can reduce your contributions and/or cancel the frequency of monthly contributions.

You can reduce the amount you contribute to your RESP at any time, subject to the applicable minimum contribution. You can also cancel the frequency of monthly contributions, if that was your selected option.

## Withdrawing your contributions

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 from 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.

## Cost of investing in the Plan

There are fees involved with participating in the **IDEO+** Conservative Plan. The following tables list the fees associated with the Plan. The Plan pays a portion of these fees, which are deducted from the income, but if the income is not sufficient, the fees are deducted from the contributions.

No fees are charged for investing in the **IDEO+** Conservative Plan.

Subscriber approval is required when the fees, costs or expenses that are charged to the Plan or directly to subscribers by the Plan or its manager relating to the holding of securities in the plans are changed in a manner that leads to an increase in the administrative fees or transaction fees charged to the Plan or subscribers.

However, approval is not required if the change is due to a party at arm's length with the Plan or Kaleido Growth Inc., in which subscribers will be notified at least 60 days before the change takes effect.

# IDEO+ Conservative Plan

## Fees paid by the Plan

The following fees are payable on the earnings generated by the Plan, but if the income is insufficient, they will be taken from the contributions. Unless there is insufficient income, you do not pay these fees directly. However, they affect you because they reduce the Plan's returns and, consequently, the available EAP amount.

Fees	What the plan pays	What the fee is for	Who the fee is paid to
Administration fee	<p>The administration fee paid to the investment fund manager and the promoter is calculated based on an annual percentage corresponding to 1.65% (excluding applicable taxes) of the Plan's assets under management.</p> <p>Fee payable monthly and subject to applicable taxes.</p>	<p>This fee covers the trailing commissions paid to Kaleido Growth Inc.'s scholarship plan representatives as well as the day-to-day administration of the Plan, which includes the following key elements:</p> <ul style="list-style-type: none"> <li>- Audit fees and legal fees;</li> <li>- Interest and bank charges;</li> <li>- Expenses related to the setup, administration and maintenance of accounts and contracts;</li> <li>- Other expenses incurred in the ordinary course of business in connection with the establishment, management, and operation of the Plan, with the exception of expenses covered by any of the other categories of expenses described in this table.</li> </ul>	<p>The investment fund manager (Kaleido Growth Inc.) and the promoter (Kaleido Foundation)</p>
Portfolio management fee	<p>Declining annual percentage established by portfolio managers based on the average value of the total assets invested under its management</p> <p>The portfolio management fees vary depending on the average asset allocation of the Plan and the total assets under management. We estimate that this fee will represent will be between 0.031% and 0.158% of the average asset under management.</p> <p>The amount for 2023 is 0.14% of the Plan's average assets under management. Fee payable monthly and subject to applicable taxes.</p>	<p>This fee covers management of the Plan's investments.</p>	<p>To portfolio manager(s). (AlphaFixe Capital Inc. and Fiera Capital Corporation)</p>



Fees	What the plan pays	What the fee is for	Who the fee is paid to
Trustee fee	<p>Flat fee of \$34,000 per year for all scholarship plans promoted by the Foundation.</p> <p>Fee payable monthly and subject to applicable taxes.</p> <p>This fee is invoiced to the various scholarship plans and prorated to the average value of their assets under management. For the fiscal year ended December 31, 2023, these fees totalled \$718, including applicable taxes, for the <b>IDEO+</b> Conservative Plan.</p>	<p>This fee covers the cost of holding the Plan's investments in trust.</p>	<p>The Trustee (Eterna Trust Inc.)</p>
Custodian fee	<ul style="list-style-type: none"> <li>→ 0.009% of average monthly assets under management;</li> <li>→ Flat fee of \$8 per transaction on Canadian and U.S. securities;</li> <li>→ Flat fee of \$15 per electronic transfer.</li> </ul> <p>Fee payable monthly and subject to applicable taxes.</p>	<p>To safeguard the securities and other forms of investment in the Plan.</p>	<p>The custodian (CIBC Mellon Trust Company)</p>
Compensation for Independent Review Committee (IRC) members	<p>Members' remuneration for attending meetings and for any special duties consists of the following:</p> <ul style="list-style-type: none"> <li>→ Annual retainer of \$3,500 for members and \$6,000 for the chair</li> <li>→ Set attendance fee of \$1,500 for members and \$1,750 for the chair per meeting.</li> </ul> <p>Reimbursement of accommodation, meals, and transportation costs incurred to attend meetings.</p> <p>This fee is payable on a quarterly basis and is invoiced to the various scholarship plans and prorated to the average value of their assets under management. For the fiscal year ended December 31, 2023, the fee for the <b>IDEO+</b> Conservative Plan was \$959, including applicable taxes, for the <b>IDEO+</b> Conservative Plan</p>	<p>This fee covers the services of the Plan's IRC. The IRC reviews conflict of interest matters between the investment fund manager and the Plan.</p>	<p>IRC members</p>
Operating expenses of the Plan that Kaleido Growth Inc. does not collect from the administration fee	<p>The Plan pays certain operating expenses that the manager does not collect from the administration 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 custodian. The Plan will cover the costs of complying with any new requirements.</p>	<p>Certain operating expenses not paid for by Kaleido Growth Inc. out of the administration fee.</p>	<p>Various entities</p>

# IDEO+ Conservative Plan

## Transaction fees

We will charge you the following fees for the transactions listed below.

Fees	Amount	How the fee is paid	Who the fee is paid to
Dishonoured payments (NSF, invalid bank account)	\$45 per dishonoured payment	Deducted from your contributions or earnings, if the contributions are insufficient	Kaleido Growth Inc.
Cancellation before the beneficiary turns 17 or is eligible for an EAP (with the exception of cancellation within 60 days of the signing of the contract or in the event of the beneficiary's death or disability)	\$50 per cancelled contract		
Transfer to another RESP promoter	\$50 per transferred contract		
Withdrawal of contributions or AIP by cheque	\$10 per cheque		
Replacement of lost cheque or stop payment	\$10 per cheque		
Archive search request	\$50 per request		
Paper statements	\$5 per statement		

**Note:** Transaction fees are subject to applicable taxes.



## Making changes to your contract

Any request to change the contract must be made in writing to Kaleido Growth Inc. and signed by the subscriber.

According to the trust agreement, Kaleido Growth Inc. and the trustee may also agree, **without consulting the beneficiary or the subscriber**, to change or amend the terms of the contract, a declaration of trust or the trust agreement if, in the opinion of Kaleido Growth Inc. and the trustee, the change or amendment is:

- Made to ensure compliance with any law of Canada or a province of Canada or any order, rule or regulation adopted thereunder and to maintain the legal status of a Plan;
- Made to adapt the Plan's management to current market practices;
- Made to protect or provide additional benefits to subscribers or beneficiaries;
- Made for the purpose of correcting typographical errors or errors of form, ambiguities, incomplete provisions or manifest errors or omissions, or to eliminate contradictions or inconsistencies, provided they do not adversely affect the subscribers or beneficiaries;
- Necessary to overcome administrative difficulties provided they do not adversely affect the subscribers or beneficiaries;
- made in accordance with tax and securities legislation and involves the terms and features of a Plan that are not described in the trust agreement, such as investment strategies.

## Changing your contributions

You can make changes to your contributions at any time. You will not be charged a service fee for doing so. You can increase or decrease your monthly contributions or make a one-time contribution of a minimum of \$10.

You can change the frequency of your contributions by contacting us. If you have chosen to open a 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.

## Change in subscriber

Under the *Income Tax Act* (Canada), an RESP subscriber can be replaced in the following cases:

- In the event of separation or divorce, the subscriber may be replaced by their ex-spouse, in accordance with a court order or judgment or a written agreement aimed at dividing the assets among them.
- If the subscriber dies, the latter may be replaced by the estate, the person to whom the RESP is bequeathed, the individual acquiring the subscriber's rights in that capacity, or the person making the contributions on behalf of the beneficiary.
- Where the subscriber is a public primary caregiver, they may be replaced by an individual or other public primary caregiver pursuant to a written agreement.

Changes in subscriber must be submitted to us in writing. We will also need the appropriate documentation to verify that the conditions under the *Income Tax Act* (Canada) for replacing a subscriber have been met.

Neither the subscriber nor the beneficiary will incur a loss as a result of this change. No service fees apply in the event of such a change.

## Change of beneficiary

Beneficiary changes can be made at no charge at any time upon submitting a request to us in writing. A change of beneficiary may not extend the life of the RESP, which cannot exceed the termination date of December 31 in the 35th year following the registration of the RESP.

When the former beneficiary is replaced by a new beneficiary, the contributions, CESG and QESI that are then paid on behalf of the former beneficiary, as well as the accumulated income on the CESG, QESI and CLB, are deemed to have been paid on behalf of the new beneficiary, subject to certain conditions regarding government grants. The rules applicable to the payment of grants for beneficiaries aged 16 or 17 still apply in the event of a change of beneficiary.

If the former beneficiary received additional CESG, the CESG and additional CESG must be refunded in full to the Government of Canada when there is a change of beneficiary and the following condition is not met:

- The new beneficiary is the brother or sister of the previous beneficiary and was under the age of 21 at the time of the change of beneficiary.

If only the basic CESG was received by the former beneficiary, the CESG must be reimbursed to the Government of Canada when at least one of the following two conditions is not met:

- i. The new beneficiary is the sibling of the previous beneficiary and had not yet turned 21 at the time of the change;
- ii. The new beneficiary and the former beneficiary are related by blood or adoption to the original subscriber of the contract and neither one was 21 years of age at the time of the change.

We are also required to repay the QESI and the additional QESI, if applicable, to the Government of Quebec, other than in one of the cases described in points i. and ii. above.

Whenever there is a change of beneficiary, the CLB must be reimbursed to the Government of Canada.

A change of beneficiary may have tax implications regarding the new beneficiary's lifetime contribution limit.

## Death or disability of beneficiary

If the beneficiary dies or becomes disabled before becoming eligible for an EAP, you must notify us in writing as soon as possible after the event.

In such a case, you can choose one of the following options:

- Maintain the contract in force and designate another beneficiary;
- Cancel your contract by withdrawing your contributions and the accumulated income, subject to the investment risks and the conditions set out in "Payment of Accumulated Income," depending on your eligibility.

A disability is defined as a serious medical condition that is certified by an attending physician and is likely to prevent your beneficiary from pursuing eligible studies.

# IDEO+ Conservative Plan

If you cancel the contract by withdrawing your contributions and the accumulated income, the total amount of government grants received on behalf of the beneficiary is returned to the respective governments. The income accumulated on the government grants and the contributions may be paid out as an Accumulated Income Payment (AIP), depending on your eligibility, or may be paid to a recognized educational institution in Canada or to a trust established for such institutions.

## Transferring your account

### Transfer to another scholarship plan promoted by the Foundation

Subject to the conditions that apply to the change of a beneficiary, you can transfer your RESP to another scholarship plan promoted by the Kaleido Foundation. To do so, you will need to submit a request to us. We will open an account in the other scholarship plan promoted by the Foundation. Upon such a transfer, the contributions, subject to investment risk and less any applicable fees, any government grants that were received and the income earned on all such amounts may be transferred to the new scholarship plan.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

### Transfer to another RESP promoter

The **IDEO+** Conservative Plan can be transferred to another RESP provider. Upon such a transfer, the contributions, subject to investment risk and less any applicable fees, any government grants that have been received, and the accumulated income may be transferred to the new RESP.

In the event of a transfer to another RESP provider, a fee of \$50 per contract (plus taxes) will be charged.

In the event of a transfer, rest assured that we will provide your new RESP provider with sufficient information to ensure continuity in the administration of the transferred funds.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

### Transferring to the Plan from another RESP provider

You can transfer an RESP you have with another provider to purchase an **IDEO+** Conservative Plan. No ARP or EAP must have been paid out to the beneficiary with the former provider prior to the transfer.

However, penalties may have to be paid to the former RESP provider, who may charge certain fees at the time of the transfer, if applicable. We suggest that you consider this information and check with your current RESP provider before making a transfer in order to be aware of the consequences.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

## Default, withdrawal or cancellation

### If you withdraw from or cancel your contract

You have up to 60 days after signing the contract to withdraw from the Plan and get all your contributions back.

You can also cancel your contract at any time upon submitting a request to us in writing. There is a fee for a cancellation made more than 60 days after the contract was signed if the cancellation was made before the beneficiary turns 17 or before the latter is eligible for EAPs.

Upon cancellation of the contract and subject to the investment risk and less applicable fees, you may receive the income in the form of an AIP, provided you qualify for it under the *Income Tax Act* (Canada). If you are not eligible for the AIP, we will pay your total earnings to a designated educational institution in Canada, as required under the *Income Tax Act* (Canada).

If the contract is cancelled, the CESG and CLB that were received must be returned to the Government of Canada. Any QESI must be repaid to the Government of Quebec.

### If we cancel your contract

If we have to cancel your contract because you did not provide your SIN or the beneficiary's SIN by the required deadline, we will refund the contributions to you, subject to investment risk and less any applicable fees, as well as the revenue generated, if applicable.

### If your RESP has to be closed

We are required to close your RESP within one year of the termination date. The termination date is December 31 in the 35th year following the registration of the RESP. The beneficiary is no longer able to receive EAPs after that date.

The amounts held in the scholarship plan at that time must be used for one of the following purposes:

- Reimbursement of contributions to the subscriber, subject to investment risk and less applicable fees;
- Repayment of government grants to the respective governments;
- Payment to the subscriber of accumulated income in the form of an AIP, if eligible. Please see the "Accumulated Income Payment" section on page 33 of this prospectus;
- Payment made to designated educational institutions in Canada referred to in subparagraph (a)(i) of the definition of that expression in subsection 118.6(1) of the *Income Tax Act* (Canada).

### If your beneficiary does not enrol in eligible studies

A beneficiary who does not enrol in eligible studies cannot receive an EAP under the **IDEO+** Conservative Plan.

If it appears that the original beneficiary of your RESP will not be eligible for an EAP, you have the option of changing the RESP's beneficiary. See "Change of Beneficiary" section on page 31 for more information on this option.

If the beneficiary does not enrol in eligible studies by the RESP termination date, we will have to return the grants that were received on behalf of the beneficiary to the respective governments. However,





you may receive the accumulated income on your contributions and the accumulated income on the government grants as per the conditions set out in “Accumulated Income Payment” section on page 33 of this prospectus. If you are not eligible to receive an AIP, the income earned on these amounts will be paid to designated educational institutions in Canada referred to in subparagraph (a)(i) of the definition of that expression in subsection 118.6(1) of the *Income Tax Act* (Canada).

## Receiving payments from the IDEO+ Conservative Plan

### Reimbursement of contributions

You are always entitled to a reimbursement of your contributions, subject to investment risk and any applicable fees. In such a case, the fees will be deducted and the net balance will be refunded to you.

Your contributions will usually be reimbursed to you when your beneficiary enrolls in eligible studies, subject to investment risk and any applicable fees, or at any time thereafter, depending on your chosen disbursement strategy. You may request an amount equal to or less than the total net contributions accumulated in your account at that time. The amount will be deposited into the bank account you have indicated.

If you withdraw contributions before your beneficiary is enrolled in eligible studies, we will reimburse the respective governments for the grants already received on the contributions that were withdrawn.

### Educational Assistance Payments (EAPs)

An EAP may be requested for an eligible beneficiary through the Client Space on the Kaleido Foundation’s website or by contacting our Customer Service Department, which will send you the appropriate form. The EAP is paid out as soon as possible upon receiving your written request.

An EAP request must be submitted to us no later than the last day of the RESP’s life, since we are required to close the RESP at that time. Please see “If your RESP has to be closed” section on page 32 of this prospectus.

EAP requests must be supported by proof that the beneficiary is enrolled in eligible studies. An EAP may be paid out up to 6 months after the beneficiary is no longer enrolled in eligible studies.

EAPs are made to or on behalf of the beneficiary, according to the terms of your request. However, the investment fund manager reserves the right to set a maximum number of EAPs per year. The terms and restrictions outlined in the section “Payments made under the IDEO+ Conservative Plan” apply to an EAP.

### How the EAP amount is calculated

EAPs are made up of government grants, income accumulated on government grants, and income accumulated on contributions. The EAP that the beneficiary may receive depends on the

income generated by the portfolio managers’ investments of the contributions, government grants and income accumulated on all these amounts.

Since your assets are pooled with those of other subscribers, each asset class generates a different gross return and certain fees and operating expenses paid by the plan may vary from one asset class to another, Kaleido Growth Inc. allocates your specific net return monthly using the method described below.

Based on your beneficiary’s age and the total value of your account (the sum of the contributions, grants received and accrued income that belong to you and are attributed to your agreement), we determine your share of the plan assets for each asset class set out in the evolving profile policy. You will therefore be allocated a net return monthly that is specific to you depending on your beneficiary’s age and the value of your account.

Since the net return allocated will vary according to your beneficiary’s age and your share, the annual return you earn on your own account will be different from that of the Plan, which will be indicated in management’s annual report on the plans’ performance.

You decide on the EAP amount that will be paid out to or on behalf of the beneficiary, subject to the limits set out in the “Educational Assistance Payments” section on page 13 of this prospectus.

### Accumulated Income Payment

If your beneficiary does not pursue eligible studies, you may receive all or part of the accumulated income in your RESP provided one of the following conditions is met:

- a) Your RESP has been in place for at least 10 years and the beneficiary (current or past) has turned 21 and is not entitled, at the time of the payment, to an EAP under the RESP;
- b) The payment is made in the 36th year of your RESP;
- c) The beneficiary has died.

However, the conditions described in a) above may be waived with the permission of the Minister of National Revenue if your beneficiary has a severe and prolonged mental impairment that prevents or could reasonably be expected to prevent them from pursuing eligible studies.

In addition, under tax laws, an AIP may only be made to one person, i.e., the subscriber (unless the subscriber has died). In all cases, the recipient of the AIP must be a resident of Canada at the time of the payment. Your RESP must end by March of the year following the first AIP.

For the tax implications relating to an AIP, see “How the subscriber is taxed” section on page 15.

You can transfer up to \$50,000 in accumulated income from an RESP to your RRSP or to a spousal RRSP under certain conditions, up to the amount of unused contribution room in the RRSP. The amount of earned income in the RESP may also be transferred to an RDSP for which the RESP beneficiary is a beneficiary. The tax treatment of such transfers is described under “How the subscriber is taxed” section on page 15 of this prospectus.

# IDEO+ Adaptive Plan

## Specific information about our plans – IDEO+ Adaptive Plan

### Type of scholarship plan

Type of scholarship plan	Date created
Individual scholarship plan	May 1 <sup>st</sup> , 2022

### Who is the plan for?

The IDEO+ Adaptive Plan is intended for beneficiaries of all ages. The Plan is for investors interested in saving for the beneficiary's post-secondary education and looking for flexibility to choose the frequency and amount of RESP contributions. You enrol in an IDEO+ Adaptive Plan when you expect the beneficiary you designate to pursue post-secondary education in a qualifying educational program or a specified educational program under the *Income Tax Act* (Canada). The IDEO+ Adaptive Plan is intended for investors who wish to choose the frequency and amount of EAPs paid out for the beneficiary's education.

You can enrol in the IDEO+ Adaptive Plan if your beneficiary is a tax resident of Canada and has a SIN.

The IDEO+ Adaptive Plan uses a long-term investment approach designed to provide appropriate capital growth and income opportunities. It is generally suitable for subscribers who wish to make medium- or long-term investments to save for a beneficiary's post-secondary education.

### Summary of eligible studies

Below is a description of the post-secondary programs that constitute eligible studies and qualify for EAPs under the IDEO+ Adaptive Plan.

Contact us or your representative to find out if your beneficiary's programs of study are eligible. Upon request, we can provide you with a current list of eligible institutions and programs. This list is also available on our website at [kaleido.ca](http://kaleido.ca).

For more information on obtaining the EAP, see "Educational Assistance Payments" section on page 46 of this Detailed Plan Disclosure.

#### Eligible studies

General or technical full-time or part-time postsecondary studies (college, community college, or university) in Canada, or the equivalent abroad, are eligible. Programs at designated educational institutions in Canada designed to provide a person with skills for, or improve a person's skills in, an occupation are also eligible.

Qualifying educational programs or specified educational programs as defined in the *Income Tax Act* (Canada) are considered eligible studies. Qualifying educational programs are educational programs

with a minimum duration of three consecutive weeks requiring at least 10 hours of instruction or schoolwork each week. Specified educational programs are post-secondary programs lasting a minimum of three consecutive weeks that require students to spend at least 12 hours per month on courses in the program.

A beneficiary enrolled in a distance learning course for such studies is also considered to be eligible. We recommend that you contact us in advance to find out whether a program of study or educational institution is eligible.

Eligible studies do not necessarily require a high school diploma. Your beneficiary has to enroll in eligible studies in order to qualify for an EAP. See the "Educational Assistance Payments" section on page 46 of this prospectus.

#### Non-eligible studies

Beneficiaries who do not enrol in a qualifying educational program or a specified educational program, as defined under the *Income Tax Act* (Canada), will not receive an EAP.

## How we invest your money

### Investment objectives

The fundamental investment objectives of the IDEO+ Adaptive Plan consist of investing subscriber contributions and government grants in a diversified combination of investments according to a flexible investment strategy so as to generate a reasonable and competitive long-term return while assuming a level of risk considered low to moderate. The subscriber is not guaranteed full reimbursement of the contributions made. However, the flexible investment strategy provides for the adjustment of the asset allocation over the years to reduce exposure to risk as the beneficiary approaches the age of undertaking eligible studies and thus promote the preservation of the capital accumulated over time.

The fundamental investment objectives of the IDEO+ Adaptive Plan may only be modified if the change is approved by a majority of votes by Plan subscribers attending a meeting of subscribers called for a such purpose.

The funds in the IDEO+ Adaptive Plan are invested primarily in variable-income securities (equities, ETFs and mutual fund units), as well as fixed-income securities (government securities, corporate debt and money market securities). The IDEO+ Adaptive Plan's flexible investment policy involves a low to moderate investment risk, depending on the beneficiary's age, because this policy includes a significant portion of variable-income securities that gradually decreases as the beneficiary ages. This proportion of variable income securities is thus reduced with time, so as to be overtaken, by the end of the investment period, by the proportion invested in fixed income, which are not as volatile. The IDEO+ Adaptive Plan invests in fixed-income securities, Canadian equities, and U.S. equities, generally in direct holding, but it is also possible to do so through ETFs and mutual funds. The Plan also invests in foreign equities, real estate and infrastructure, via ETFs and mutual funds.



## Investment strategies

The main investment strategy used by the **IDEO+** Adaptive Plan 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 enrolment 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 19-level structure, corresponding to the beneficiary's age group, where the plan assets are invested until the age of 14 based with greater weighting in variable income securities (equities, ETFs and mutual funds) and less emphasis on fixed-income securities. The asset mix changes automatically over time based on the investment horizon in order to reduce risk as the beneficiary nears the age of 18. The proportion of fixed-income securities thus increases while that of variable-income securities decreases. In the latter part of the investment horizon, as the time to apply for an EAP will approach, the asset mix is increasingly conservative, with most of the assets consisting of fixed income, cash, and cash equivalents.

A weighted target for the fixed income, variable income and cash and cash equivalents asset classes is 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 must necessarily be done if there is a deviation of more than 5 percentage points from the target for any asset class. Between the rebalancings, 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. In principle, investments in variable income securities must not exceed the maximum proportions determined

by the beneficiary's age. To ensure this, Kaleido Growth Inc. monitors asset allocation daily. When required, Kaleido Growth Inc. will take all necessary steps to reduce the proportion invested in variable-income securities in line with the maximum proportions allowed as soon as it is commercially reasonable to do so.

The contributions and grants that are received, as well as the income generated on these, less applicable fees, are invested according to the target asset allocation associated with the beneficiary's age during rebalancing after their receipt. As a result, it may take up to one month from the time contributions and grants are received and they are invested, according to this target asset allocation. In the interim, these sums are placed in cash and cash equivalents.

The maximum proportions invested in variable income securities according to the beneficiary's age, as shown in the table below, are considered to be fundamental investment objectives of the Plan and may only be modified if the change is approved by a majority of votes cast by the Plan subscribers attending a meeting in person or by proxy. The target asset allocations are not considered fundamental investment objectives and may change from year to year when we review them in order to achieve the investment objectives of the **IDEO+** Adaptive Plan.

Before the 60-day deadline after the contract is signed, your contributions and government grants are invested in cash and cash equivalents. At the end of the first 60 days, the income thus generated from your contributions and grants, less applicable fees, will be allocated to your account. If the revenues generated are insufficient to cover the applicable fees during this 60-day period, Kaleido Croissance inc. will adjust the fees payable in order to avoid a negative return. The beneficiaries are then placed in an age group based on their date of birth, where each age group has a separate target allocation that changes over time. Income is then credited to the accounts according to these age-based profiles.

# IDEO+ Adaptive Plan

The target allocations for each age group are:

Age of beneficiary	Targets			
	Cash and cash equivalents	Fixed income securities	Variable income securities	Maximum proportion of variable income securities
0	5%	10%	85%	90%
1	5%	10%	85%	90%
2	5%	11%	84%	89%
3	5%	12%	83%	88%
4	5%	14%	81%	86%
5	5%	16%	79%	84%
6	5%	18%	77%	82%
7	5%	21%	74%	79%
8	5%	24%	71%	76%
9	5%	27%	68%	73%
10	5%	29%	66%	71%
11	5%	32%	63%	68%
12	5%	35%	60%	65%
13	5%	38%	57%	62%
14	5%	41%	54%	59%
15	5%	47%	48%	53%
16	5%	53%	42%	47%
17	5%	60%	35%	40%
18 or over	25%	58%	17%	22%

With respect to assets invested in variable-income securities, the **IDEO+** Adaptive Plan's investment policy provides for target weightings of 40% and 50% in Canadian and U.S. equities respectively, and 10% in international equities, real estate and infrastructure.

Investments in the **IDEO+** Adaptive Plan involve some investment risks and low to moderate volatility (fluctuation in value over time). They offer potential returns that exceed those of the **IDEO+** Conservative Plan, while having a higher risk profile due to the emphasis on investments in variable-income securities (equities, ETFs, and mutual fund units) which decreases gradually as the beneficiary ages. Returns will vary from year to year and are not likely to be the same as other scholarship plans promoted by the Foundation with different fundamental investment objectives, investment strategies, and portfolio managers.

The **IDEO+** Adaptive Plan can invest in fixed-income securities, including government securities, corporate bonds with a good credit rating (BBB or higher), and cash, cash equivalents, and other short-term fixed-income securities. The Plan may also invest in the securities issued for market capitalization purposes and may hold common shares, preferred shares, rights and warrants, as well as securities convertible into common shares. The Plan may also invest in mutual funds, including index funds and ETFs. Shares, index funds, and ETFs held by the Plan must be securities traded on a Canadian or U.S. exchange. The Plan will generally invest in fixed income securities and Canadian and U.S. equities directly, although they may also be held through ETFs or mutual funds, whereas it will invest in foreign equities through ETFs or mutual funds. The **IDEO+** Adaptive Plan may also occasionally purchase derivatives, but only for foreign exchange risk-hedging purposes.

In the **IDEO+** Adaptive Plan, your assets are pooled with those of all other subscribers for investment. These assets are held in custody by the custodian and are divided among several accounts, one account per management mandate entrusted to the portfolio managers, who are based on the asset classes set out in the above-mentioned evolving profile policy. This pooling of assets allows the portfolio managers to deploy the investment strategies described above while limiting the operational costs to the Plan. See "How the EAP Amount is Calculated" on page 46 for more details on the performance attribution mechanism.

The Foundation and Kaleido Growth Inc. may retain the services of various portfolio managers to manage the asset classes associated with the adaptive profile, and each portfolio manager is given a specific mandate to follow when making investment decisions for the **IDEO+** Adaptive Plan.

For the **IDEO+** Adaptive Plan, variable-income securities are managed by Fiera Capital Corporation, while cash, cash equivalents and fixed-income securities are managed by AlphaFixe Capital inc.

Fiera Capital Corporation's mandate is to invest the assets of the **IDEO+** Adaptive Plan in variable-income securities, as instructed by Kaleido Growth inc. and in accordance with its investment policies. Canadian and U.S. equities may be held directly or through an ETF or mutual fund, whereas foreign equities may only be held through an ETF or mutual fund.

The investment strategy of the variable income mandate is to invest in companies that employ sustainable management practices, benefit from long-term vectors, present a reasonable valuation, and share common interests with stakeholders. These companies benefit from strong economic advantages and are able to achieve high returns on capital and increase shareholder value over time. With this diversified



portfolio, Fiera Capital Corporation hopes to deliver superior returns over the long term while minimizing the risk of loss. The investment strategy also incorporates an internal ESG analysis. Fiera Capital Corporation believes that well-run businesses are generally those that demonstrate high ethical and environmental standards, as well as respect for their employees, human rights, and the communities in which they operate. In its fundamental investment analysis, Fiera Capital Corporation considers, where appropriate, significant ESG that may have a positive or negative impact on a company's long-term intrinsic value.

AlphaFixe Capital Inc. is mandated to invest a portion of the assets of the **IDEO+** Adaptive Plan in fixed-income securities, as instructed by Kaleido Growth Inc. and in accordance with its investment policies. The investment philosophy is based on a rigorous risk management process. The concepts of capital preservation and flexible strategy execution are reflected in the internal management models which are designed to be both sophisticated and accessible. Decisions on investment strategies are made as a team and are based on a long-term fundamental view.

AlphaFixe Capital's mission is to create constant added value by promoting a fundamental approach based on the intrinsic value of the assets and a limited risk tolerance model. To achieve this, AlphaFixe Capital leverages five distinct sources of added value that can be deployed in response to different market opportunities. In addition, an internal bond issuer valuation model includes ESG considerations.

While all employees are involved in the AlphaFixe Capital ESG onboarding process, the manager has a team dedicated to responsible investing that personally gathers data and analyzes ESG factors. AlphaFixe Capital believes this strengthens its position in terms of understanding the issues and engaging in dialogue with issuers. The responsible investing team is based on the trading floor and is an integral part of the investment team. Credit specialists are also involved in the development of ESG valuation methodologies, allowing them to tailor their approach to the realities of the fixed income market.

### **Implementation of a flexible investment strategy**

A weighted target for the fixed income, variable income and cash and cash equivalents asset classes is 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 must necessarily be done if there is a deviation of more than 5 percentage points from the target for any asset class. Between the rebalancings, 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. In principle, investments in variable income securities must not exceed the maximum proportions determined by the beneficiary's age. To ensure this, Kaleido Growth Inc. monitors asset allocation daily. When required, Kaleido Growth Inc. will take all necessary steps to reduce the proportion invested in variable-income securities in line with the maximum proportions allowed as soon as it is commercially reasonable to do so.

The contributions and grants that are received, as well as the income generated on these, less applicable fees, are invested according to the target asset allocation associated with the beneficiary's age during rebalancing after their receipt. As a result, it may take up to

one month from the time contributions and grants are received and they are invested, according to this target asset allocation. In the interim, these sums are placed in cash and cash equivalents.

Before the 60-day deadline after the contract is signed, your contributions and government grants are invested in cash and cash equivalents. At the end of the first 60 days, the income thus generated from your contributions and grants, less applicable fees, will be allocated to your account. If the revenues generated are insufficient to cover the applicable fees during this 60-day period, Kaleido Croissance inc. will adjust the fees payable in order to avoid a negative return. The beneficiaries are then placed in an age group based on their date of birth, where each age group has a separate target allocation that changes over time. As a result, the target allocation within each beneficiary age group with a flexible profile will change over time and the income credited to the accounts will be allocated according to the respective profiles.

Since your assets are pooled with those of other subscribers, each asset class generates a different gross return and certain fees and operating expenses paid by the plan may vary from one asset class to another, Kaleido Growth Inc. allocates your specific net return monthly using the method described below.

Based on your beneficiary's age and the total value of your account (the sum of the contributions, grants received and accrued income that belong to you and are attributed to your agreement), we determine your share of the plan assets for each asset class set out in the evolving profile policy. The net income generated by the plan for each of these asset classes is then allocated to your account based on your share.

Since the net return allocated will vary according to your beneficiary's age and your share, the annual return you earn on your own account will be different from that of the Plan, which will be indicated in management's annual report on the plans' performance.

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 the 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.

### **Sustainable investing**

Kaleido Growth Inc. believes that organizations that factor 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, Kaleido Growth Inc. believes that a sustainable investment approach is entirely consistent with its objectives and investment horizon.

In December 2020, the board of directors of Kaleido Growth Inc. adopted a sustainable investment policy to formalize Kaleido Growth Inc.'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 our clients.

# IDEO+ Adaptive Plan

ESG is taken into account in many ways, both in decision-making and during the period the investments are held. First, Kaleido Growth Inc. only deals with portfolio managers who are signatories to the Principles for Responsible Investment, an initiative supported by the United Nations. ESG is considered in all investment strategies used by portfolio managers. This favours a more informed analysis of the risks and opportunities in investment decisions.

In addition, Kaleido Growth Inc. contributes to a lower-carbon economy by setting targets to gradually increase the proportion of green bonds in the Plan's portfolios, depending, of course, on market opportunities, until a 10% target is reached.

Kaleido Growth Inc. wishes to engage in dialogue with the various stakeholders by promoting active ownership practices among the portfolio managers it works with and exert a positive influence beyond its investments by supporting industry initiatives that contribute to the development of best practices. Whenever possible and appropriate, the portfolio managers apply active shareholding and engagement practices with the issuers in the portfolio by voting by proxy at shareholder meetings and/or by dialoguing with the officers of issuers in order to direct them towards exemplary ESG practices.

Lastly, in accordance with sustainable investment considerations, exclusion filters are applied to ensure the Plan does not hold the securities of companies directly or indirectly operating in certain industries whose activities, products, and services are deemed harmful to humans. Companies are deemed ineligible if they derive more than 15% of their earnings from the following industries:

- 1) Tobacco
  - 2) Weapons\*
- \* Military or offensive weapons, i.e., those primarily used to cause human injury.

In this prospectus, the terms "sustainable" and "responsible" are interchangeable and have the same meaning to qualify sustainable or responsible investing.

## Investment restrictions

Investments made for the **IDEO+** Adaptive Plan must meet the requirements for RESP-eligible investments under the *Income Tax Act* (Canada), as well as the investment restrictions under securities regulations and the administrative policies of the Canadian Securities Administrators.

In 2022, the Foundation and Kaleido Growth Inc. were granted an exemption under Decision No. 2022-FI-0005 by the *Autorité des marchés financiers* from section 4 of Regulation No. 15 Respecting Conditions Precedent to Acceptance of Scholarship or Educational Plan Prospectuses. The exemption allows for greater diversification of the **IDEO+** Adaptive Plan's assets and lists the investment restrictions that apply to the **IDEO+** Adaptive Plan. These investment restrictions require the Plan to comply with the control and concentration restrictions that apply to other publicly traded investment funds.

Pursuant to the decision, the plans are managed by taking into account the following investment restrictions:

- a) The plans' assets are invested in the following securities:
  - i. Government security as defined by Regulation 81-102 Respecting Investment Funds, CQLR, c. V-1.1, r. 39 ("Regulation 81-102");
  - ii. Guaranteed mortgage as defined by Regulation 81-102;
  - iii. Guaranteed mortgage-backed securities, in which all underlying mortgages are guaranteed mortgages;
  - iv. Cash or cash equivalents as defined by Regulation 81-102;
  - v. Guaranteed investment certificate and other debt securities issued by a Canadian financial institution as defined by Regulation 14-101 Respecting Definitions, CQLR, c. V-1.1, r. 3 ("Regulation 14-101"), as long as the security or the issuing financial institution holds a designated rating as defined by Regulation 81-102;
  - vi. A debt security issued by a corporation, provided the security has a minimum BBB rating or the equivalent, as granted by a designated rating organization as defined under Regulation 25-101 Respecting Designated Rating Organizations, CQLR, c. V-1.1, r. 8.1 ("Regulation 25-101");
  - vii. Stock listed and traded on a Canadian or U.S. stock exchange;
  - viii. Index participation unit, as defined by Regulation 81-102;
  - ix. A security of an investment fund, if it meets one of the following criteria:
    - A. Is subject to Regulation 81-102 and offers or has offered securities under a simplified prospectus under Regulation 81-101 Respecting Mutual Fund Prospectus Disclosure, CQLR, c. V-1.1, r. 38 ("Regulation 81-101");
    - B. Is subject to Regulation 81-102 and offers or has offered securities under Regulation 41-101 Respecting General Prospectus Requirements, CQLR, c. V-1.1, r. 14 ("Regulation 41-101") and that the securities are traded on a Canadian or U.S. stock exchange (actively managed ETF);
- b) A plan cannot purchase securities from an issuer, if, following the transaction, more than 10% of the plan's net assets, at the market value at the time of the transaction, is invested in an issuer's securities;
- c) Condition (b) above does not apply to the purchase of a government security or an investment fund security, as authorized by the exemption;
- d) A plan cannot purchase any securities from an issuer if, following the purchase, the plan has securities representing more than 10% of the following:
  - i. The voting rights attached to the issuer's outstanding voting securities; or
  - ii. The issuer's outstanding equity securities;
- e) A plan cannot purchase any securities from an issuer in order to exert a hold on an issuer or manage it;
- f) If a plan purchases an issuer's security other than by a "purchase," as defined under Regulation 81-102, outside of the control limits mentioned in conditions (d) and (e) above, the plan must reduce its holding of the security as fast as commercially reasonable and possible, or at the latest 90 days after the control limit was exceeded;
- g) The Plan cannot:



- i. Purchase real estate or physical commodities
- ii. Purchase a mortgage other than a guaranteed mortgage
- iii. Purchase, sell or use a specified derivative for purposes other than foreign exchange risk hedging;
- iv. Purchase linked notes, whether the principal is protected or not, linked guaranteed investment certificates, or any other similar debt obligations issued by financial institutions or corporations
- v. Purchase an illiquid asset, although if a security held by the Plan becomes illiquid after the purchase, the Plan should then take all necessary steps to dispose of the illiquid asset as quickly as is commercially reasonable and possible
- vi. Purchase or hold an investment fund security, unless:
  - A. The investment fund is a permitted investment for the Plan
  - B. At the time of the purchase, said investment fund is not invested at a proportion of more than 10% of its net value in the securities of other underlying investment funds
  - C. No management fees or remuneration payable by the plan will have the effect, in the view of a reasonable person, of duplicating the fees payable by the investment fund held by the plan for the same service
  - D. No acquisition or redemption fees payable by the Plan in connection with its subscription or redemption of the underlying investment fund will have the effect, in the view of a reasonable person, of duplicating the fees payable by a Plan subscriber
- vii. Subsection (g)(vi)(2) does not apply if the other investment fund purchases or holds a money market fund or an index participation unit, as defined by Regulation 81-102.
- viii. Borrow cash or provide a security interest in an asset in the portfolio, unless:
  - A. The transaction is an interim measure to respond to requests to redeem the Plan's securities while it proceeds with an orderly liquidation of the portfolio's assets or to enable it to settle portfolio transactions and, after taking into account all transactions carried out under this subparagraph, the outstanding amount of all borrowings under the plan does not exceed 5% of its net asset value at the time of borrowing
  - B. The security guarantees the payment of fees and charges from the custodian or a subcustodian of the Plan for services rendered in this capacity
- ix. Purchase securities on margin
- x. Sell securities short
- xi. Purchase a security with terms that may require the Plan to make a contribution in addition to the payment of the purchase price
- xii. Lend cash
- xiii. Lend portfolio assets other than in accordance with the provisions applicable to MFs
- xiv. Guarantee securities or obligations of a person
- xv. Purchase securities other than through normal market facilities, unless the purchase price approximates the market price or the parties act at arm's length in the transaction, or
  - h) Investing the plan's assets in a security, derivative or other asset that is not specifically permitted under Decision No. 2022-FI-0005 constitutes a prohibited investment for the Plan.

We may only deviate from the restrictions stipulated in Decision No. 2022-FI-0005 with the consent of Autorité des marchés financiers and subject to approval of the board of directors of Kaleido Growth Inc., where applicable. Investment restrictions may be changed without the subscriber's consent.

## Risks associated with a scholarship plan

### Risks associated with investing in this Plan

You sign a contract when you enrol in the **IDEO+** Adaptive Plan. Before signing, please read the contract carefully and make sure you understand it. Over time, the value of the investments held by the **IDEO+** Adaptive Plan may fluctuate and drop in value. If you or your beneficiary do not comply with the terms of the contract, or if the value of the investments decreases, your beneficiary may lose some or all of their EAPs.

Remember that the payments made by the **IDEO+** Adaptive Plan are not guaranteed. We cannot tell you in advance if your beneficiary will be eligible to receive EAPs under the Plan or how much they may receive. We cannot guarantee the amount of the payments, including the reimbursement of your contributions, or that the payments will cover the full cost of your beneficiary's postsecondary education.

In addition to the risks listed under the "Investment risks" section on page 14 of this Detailed Plan Disclosure, the risks listed below are all risks that can affect investments in the **IDEO+** Adaptive Plan.

### Risk associated with foreign markets

The Plan may invest in securities which in turn involve investments in foreign securities. Foreign investments carry additional risks given that financial markets outside Canada and the U.S. could be less liquid and companies could be subject to more rudimentary regulations and less stringent accounting and financial reporting standards. Some countries may not have an established stock exchange and a legal system that adequately protects investors' rights. Foreign investments may also be affected by social, political, or economic instability. Foreign governments could impose investment restrictions.

### Investment risks

The value of the securities held by the **IDEO+** Adaptive Plan may fluctuate. The risks that could cause the value of the Plan's investments to fluctuate are presented under "Investment risks" on page 14 of the Detailed Disclosure. This change in the value of the plan's investments will affect the EAP amount that can be paid out to beneficiaries.

# IDEO+ Adaptive Plan

## How has the Plan performed?

The table below presents the **IDEO+** Adaptive Plan's performance during the last fiscal year ended December 31. The returns are shown after administration and management fees have been deducted. These fees reduce your investment returns. It is important to note that past performance of the Plan is not indicative of future performance.

	December 31 2023	December 31 2022 <sup>(1)</sup>
<b>Net annual return</b>	6.57%	-0,37%

1. The Plan's transactions began on May 2, 2022.

## Making contributions

When you open an account, you set your savings goal to fund a program of studies for the beneficiary. To achieve this goal, you can make monthly or one-time contributions. Contributions must be at least \$10 each. can be debited automatically from your bank account.

You can no longer make contributions after December 31 of the 31st year following the registration of your RESP. Total contributions cannot exceed the RESP lifetime limit under the *Income Tax Act* (Canada) of \$50,000 per beneficiary.

### Your contribution options

You determine the contribution amount and choose the frequency among the available options. You can choose to make monthly or one-time contributions. Contributions must be at least \$10 each. A subscriber can open an RESP in the **IDEO+** Adaptive Plan without having to contribute to it.

## If you have trouble making contributions

If you have chosen to open a 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.

### Your options

The following options are available to you if you are having trouble maintaining your contributions:

- You can stop making contributions and start up again at a later time if you wish.
- You can reduce your contributions and/or cancel the frequency of monthly contributions.

You can reduce the amount you contribute to your RESP at any time, subject to the applicable minimum contribution. You can also cancel the frequency of monthly contributions, if that was your selected option.

## Withdrawing your contributions

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 risks and any applicable fees) before your beneficiary begins eligible studies, we will reimburse the respective governments for the government grants already received from 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.

## Cost of investing in the Plan

There are fees involved with participating in the **IDEO+** Adaptive Plan. The following tables list the fees associated with the Plan. The Plan pays a portion of these fees, which are deducted from the income, but if the income is not sufficient, the fees are deducted from the contributions.

No fees are charged for investing in the **IDEO+** Adaptive Plan.

Subscriber approval is required when the fees, costs or expenses that are charged to the Plan or directly to subscribers by the Plan or its manager relating to the holding of securities in the plans are changed in a manner that leads to an increase in the administrative fees or transaction fees charged to the Plan or subscribers. However, approval is not required if the change is due to a party at arm's length with the Plan or Kaleido Growth Inc., in which subscribers will be notified at least 60 days before the change takes effect.





## Fees paid by the Plan

The following fees are payable on the earnings generated by the Plan, but if the income is insufficient, they will be taken from the contributions. Unless there is insufficient income, you do not pay these fees directly. However, they affect you because they reduce the Plan's returns and, consequently, the available EAP amount.

Fees	What the plan pays	What the fee is for	Who the fee is paid to
Administration fee	<p>The administration fee paid to the investment fund manager and the promoter is calculated based on an annual percentage corresponding to 1.65% (excluding applicable taxes) of the Plan's assets under management.</p> <p>Fee payable monthly and subject to applicable taxes.</p>	<p>This fee covers the trailing commissions paid to Kaleido Growth Inc.'s scholarship plan representatives as well as the day-to-day plan representatives as well as the day-to-day administration of the Plan, which includes the following key elements:</p> <ul style="list-style-type: none"> <li>- Audit fees and legal fees;</li> <li>- Interest and bank charges;</li> <li>- Expenses related to the setup, administration, and maintenance of accounts and contracts;</li> <li>- Other expenses incurred in the ordinary course of business in connection with the establishment, management, and operation of the Plan, with the exception of expenses covered by any of the other categories of expenses described in this table.</li> </ul>	<p>The investment fund manager (Kaleido Growth Inc.) and the promoter (Kaleido Foundation)</p>
Portfolio management fee	<p>A declining percentage established by the portfolio manager based on the average value of the total assets invested under its management.</p> <p>The portfolio management fees vary depending on the average asset allocation of the Plan and the total assets under management. We estimate that this fee will represent 0.125% to 0.210% of the average assets under management.</p> <p>The amount for 2023 is 0.20% of the Plan's average assets under management.</p> <p>Fee payable monthly and subject to applicable taxes.</p>	<p>Covers management of the Plan's investments.</p>	<p>To portfolio manager(s). (AlphaFixe Capital inc. and Fiera Capital Corporation).</p>

## IDEO+ Adaptive Plan

Fees	What the plan pays	What the fee is for	Who the fee is paid to
Trustee fee	<p>Flat fee of \$34,000 per year for all scholarship plans promoted by the Foundation.</p> <p>Fee payable monthly and subject to applicable taxes.</p> <p>This fee is invoiced to the various scholarship plans and prorated to the average value of their assets under management. For the fiscal year ended December 31, 2023, the fee for the <b>IDEO+</b> Adaptive Plan was \$145, including applicable taxes.</p>	Covers the cost of holding the Plan's investments in trust.	The Trustee (Eterna Trust Inc.)
Custodian fee	<ul style="list-style-type: none"> <li>→ 0.009% of average monthly assets under management;</li> <li>→ Flat fee of \$8 per transaction on Canadian and U.S. securities;</li> <li>→ Flat fee of \$15 per electronic transfer.</li> </ul> <p>Fee payable monthly and subject to applicable taxes.</p>	To safeguard the securities and other forms of investment in the Plan.	The custodian (CIBC Mellon Trust Company)
Compensation for Independent Review Committee (IRC) members	<p>Members' remuneration for attending meetings and for any special duties consists of the following:</p> <ul style="list-style-type: none"> <li>→ Annual retainer of \$3,500 for members and \$6,000 for the chair</li> <li>→ Set attendance fee of \$1,500 for members and \$1,750 for the chair per meeting.</li> </ul> <p>Reimbursement of accommodation, meals, and transportation costs incurred to attend meetings.</p> <p>This fee are payable on a quarterly basis and is invoiced to the various scholarship plans and prorated to the average value of their assets under management. For the fiscal year ended December 31, 2023, these fees totalled \$178, including applicable taxes, for the <b>IDEO+</b> Adaptive Plan.</p>	Covers the services of the Plan's IRC. The IRC reviews conflict of interest matters between the investment fund manager and the Plan.	IRC members
Operating expenses of the Plan that Kaleido Growth Inc. does not collect from the administration fee	<p>The Plan pays certain operating expenses that the manager does not collect from the administration 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 custodian. The Plan will cover the costs of complying with any new requirements.</p>	Certain operating expenses not paid for by Kaleido Growth Inc. out of the administration fee.	Various entities



## Transaction fees

We will charge you the following fees for the transactions listed below.

Fees	Amount	How the fee is paid	Who the fee is paid to
Dishonoured payments (NSF, invalid bank account)	\$45 per dishonoured payment	Deducted from your contributions or earnings, if the contributions are insufficient	Kaleido Growth Inc.
Cancellation before the beneficiary turns 17 or is eligible for an EAP (with the exception of cancellation within 60 days of the signing of the contract or in the event of the beneficiary's death or disability)	\$50 per cancelled contract		
Transfer to another RESP promoter	\$50 per transferred contract		
Withdrawal of contributions or AIP by cheque	\$10 per cheque		
Replacement of lost cheque or stop payment	\$10 per cheque		
Archive search request	\$50 per request		
Paper statements	\$5 per statement		

**Note:** Transaction fees are subject to applicable taxes.

# IDEO+ Adaptive Plan

## Making changes to your contract

Any request to change the contract must be made in writing to Kaleido Growth Inc. and signed by the subscriber.

According to the trust agreement, Kaleido Growth Inc. and the trustee may also agree, without consulting the beneficiary or the subscriber, to change or amend the terms of the contract, a declaration of trust or the trust agreement if, in the opinion of Kaleido Growth Inc. and the trustee, the change or amendment is:

- Made to ensure compliance with any law of Canada or a province of Canada or any order, rule or regulation adopted thereunder and to maintain the legal status of a Plan;
- Made to adapt the Plan's management to current market practices;
- Made to protect or provide additional benefits to subscribers or beneficiaries;
- Made for the purpose of correcting typographical errors or errors of form, ambiguities, incomplete provisions or manifest errors or omissions, or to eliminate contradictions or inconsistencies, provided they do not adversely affect the subscribers or beneficiaries;
- Necessary to overcome administrative difficulties provided they do not adversely affect the subscribers or beneficiaries;
- Made in accordance with tax and securities legislation and involves the terms and features of a Plan that are not described in the trust agreement, such as investment strategies.

## Changing your contributions

You can make changes to your contributions at any time. You will not be charged a service fee for doing so. You can increase or decrease your monthly contributions or make a one-time contribution of a minimum of \$10.

You can change the frequency of your contributions by contacting us. If you have chosen to open a 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.

## Change in subscriber

Under the *Income Tax Act* (Canada), an RESP subscriber can be replaced in the following cases:

- In the event of separation or divorce, the subscriber may be replaced by their ex-spouse, in accordance with a court order or judgment or a written agreement aimed at dividing the assets among them.
- If the subscriber dies, the latter may be replaced by the estate, the person to whom the RESP is bequeathed, the individual acquiring the subscriber's rights in that capacity, or the person making the contributions on behalf of the beneficiary.
- Where the subscriber is a public primary caregiver, they may be replaced by an individual or other public primary caregiver pursuant to a written agreement.

Changes in subscriber must be submitted to us in writing. We will also need the appropriate documentation to verify that the conditions under the *Income Tax Act* (Canada) for replacing a subscriber have been met.

Neither the subscriber nor the beneficiary will incur a loss as a result of this change. No service fees apply in the event of such a change.

## Change of beneficiary

Beneficiary changes can be made at no charge at any time upon submitting a request to us in writing. A change of beneficiary may not extend the life of the RESP, which cannot exceed the termination date of December 31 in the 35th year following the registration of your RESP.

When the former beneficiary is replaced by a new beneficiary, the contributions, CESG and QESI that are then paid on behalf of the former beneficiary, as well as the accumulated income on the CESG, QESI and CLB, are deemed to have been paid on behalf of the new beneficiary, subject to certain conditions regarding government grants. The rules applicable to the payment of grants for beneficiaries aged 16 or 17 still apply in the event of a change of beneficiary.

If the former beneficiary received additional CESG, the CESG and additional CESG must be refunded in full to the Government of Canada when there is a change of beneficiary and the following condition is not met:

- The new beneficiary is the brother or sister of the previous beneficiary and was under the age of 21 at the time of the change of beneficiary.

If only the basic CESG was received by the former beneficiary, the CESG must be reimbursed to the Government of Canada when at least one of the following two conditions is not met:

- i. The new beneficiary is the sibling of the previous beneficiary and had not yet turned 21 at the time of the change;
- ii. The new beneficiary and the former beneficiary are related by blood or adoption to the original subscriber of the contract and neither one was 21 years of age at the time of the change.

We are also required to repay the QESI and the additional QESI, if applicable, to the Government of Quebec, other than in one of the cases described in points i. and ii. above.

Whenever there is a change of beneficiary, the CLB must be reimbursed to the Government of Canada.

A change of beneficiary may have tax implications regarding the new beneficiary's lifetime contribution limit.

## Death or disability of beneficiary

If the beneficiary dies or becomes disabled before becoming eligible for an EAP, you must notify us in writing as soon as possible after the event.

In such a case, you can choose one of the following options:

- Maintain the contract in force and designate another beneficiary;
- Cancel your contract by withdrawing your contributions and the accumulated income, subject to the investment risks and the conditions set out in "Payment of Accumulated Income," depending on your eligibility.

A disability is defined as a serious medical condition that is certified by an attending physician and is likely to prevent your beneficiary from pursuing eligible studies.



If you cancel the contract by withdrawing your contributions and the accumulated income, the total amount of government grants received on behalf of the beneficiary is returned to the respective governments. The income accumulated on the government grants and the contributions may be paid out as an Accumulated Income Payment (AIP), depending on your eligibility, or may be paid to a recognized educational institution in Canada or to a trust established for such institutions.

## Transferring your account

### Transfer to another scholarship plan promoted by the Foundation

Subject to conditions applicable to change of beneficiary, you can transfer your RESP to another scholarship plan promoted by the Kaleido Foundation. To do so, you will need to submit a request to us. We will open an account in the other scholarship plan promoted by the Foundation. Upon such a transfer, the contributions, subject to investment risk and less any applicable fees, any government grants that were received and the income earned on all such amounts may be transferred to the new scholarship plan.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

### Transfer to another RESP promoter

The **IDEO+** Adaptive Plan can be transferred to another RESP provider. Upon such a transfer, the contributions, subject to investment risk and less any applicable fees, any government grants that have been received, and the accumulated income may be transferred to the new RESP.

In the event of a transfer to another RESP provider, a fee of \$50 per contract (plus taxes) will be charged.

In the event of a transfer, rest assured that we will provide your new RESP provider with sufficient information to ensure continuity in the administration of the transferred funds.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

### Transferring to the Plan from another RESP provider

You can transfer a RESP you have with another provider to purchase an **IDEO+** Adaptive Plan. No ARP or EAP must have been paid out to the beneficiary with the former provider prior to the transfer.

However, penalties may have to be paid to the former RESP provider, who may charge certain fees at the time of the transfer, if applicable. We suggest that you consider this information and check with your current RESP provider before making a transfer in order to be aware of the consequences.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

## Default, withdrawal or cancellation

### If you withdraw from or cancel your contract

You have up to 60 days after signing the contract to withdraw from the Plan and get all your contributions back.

You can also cancel your contract at any time upon submitting a request to us in writing. There is a fee for a cancellation made more than 60 days after the contract was signed if the cancellation was made before the beneficiary turns 17 or before the latter is eligible for EAPs.

Upon cancellation of the contract and subject to the investment risk and less applicable fees, you may receive the income in the form of an AIP, provided you qualify for it under the *Income Tax Act* (Canada). If you are not eligible for the AIP, we will pay your total earnings to a designated educational institution in Canada, as required under the *Income Tax Act* (Canada).

If the contract is cancelled, the CESG and CLB that were received must be returned to the Government of Canada. Any QESI must be repaid to the Government of Quebec.

### If we cancel your contract

If we have to cancel your contract because you did not provide your SIN or the beneficiary's SIN by the required deadline, we will refund the contributions to you, subject to investment risk and less any applicable fees, as well as the revenue generated, if applicable.

### If your RESP has to be closed

We are required to close your RESP within one year of the termination date. The termination date is December 31 in the 35th year following the registration of the RESP. The beneficiary is no longer able to receive EAPs after that date.

The amounts held in the scholarship plan at that time must be used for one of the following purposes:

- Reimbursement of contributions to the subscriber, subject to investment risk and less applicable fees;
- Repayment of government grants to the respective governments;
- Payment to the subscriber of accumulated income in the form of an AIP, if eligible. Please see the "Accumulated Income Payment" section on page 46 of this prospectus;
- Payment made to designated educational institutions in Canada referred to in subparagraph (a)(i) of the definition of that expression in subsection 118.6(1) of the *Income Tax Act* (Canada).

### If your beneficiary does not enrol in eligible studies

A beneficiary who does not enrol in eligible studies cannot receive an EAP under the **IDEO+** Adaptive Plan.

If it appears that the original beneficiary of your RESP will not be eligible for an EAP, you have the option of changing the RESP's beneficiary. See the "Change of Beneficiary" section on page 44 for more information on this option.

If the beneficiary does not enrol in eligible studies by the RESP termination date, we will have to return the grants that were received on behalf of the beneficiary to the respective governments. However,

# IDEO+ Adaptive Plan

you may receive the accumulated income on your contributions and the accumulated income on the government grants as per the conditions set out in the “Accumulated Income Payment” section on page 46 of this prospectus. If you are not eligible to receive an AIP, the income earned on these amounts will be paid to designated educational institutions in Canada referred to in subparagraph (a)(i) of the definition of that expression in subsection 118.6(1) of the *Income Tax Act* (Canada).

## Receiving payments from the IDEO+ Adaptive Plan

### Reimbursement of contributions

You are always entitled to a reimbursement of your contributions, subject to investment risk and any applicable fees. In such a case, the fees will be deducted and the net balance will be refunded to you.

Your contributions will usually be reimbursed to you when your beneficiary enrolls in eligible studies, subject to investment risk and any applicable fees, or at any time thereafter, depending on your chosen disbursement strategy. You may request an amount equal to or less than the total net contributions accumulated in your account at that time. The amount will be deposited into the bank account you have indicated.

If you withdraw contributions before your beneficiary is enrolled in eligible studies, we will reimburse the respective governments for the grants already received on the contributions that were withdrawn.

### Educational Assistance Payments (EAPs)

An EAP may be requested for an eligible beneficiary through the Client Space on the Kaleido Foundation’s website or by contacting our Customer Service Department, which will send you the appropriate form. The EAP is paid out as soon as possible upon receiving your written request.

An EAP request must be submitted to us no later than the last day of the RESP’s life, since we are required to close the RESP at that time. Please see “If your RESP has to be closed” section on page 45 of this prospectus.

EAP requests must be supported by proof that the beneficiary is enrolled in eligible studies. An EAP may be paid out up to 6 months after the beneficiary is no longer enrolled in eligible studies.

EAPs are made to or on behalf of the beneficiary, according to the terms of your request. However, the investment fund manager reserves the right to set a maximum number of EAPs per year. The terms and restrictions outlined in the section “Payments made under the IDEO+ Adaptive Plan” apply to an EAP.

### How the EAP amount is calculated

EAPs are made up of government grants, income accumulated on government grants, and income accumulated on contributions. The EAP that the beneficiary may receive depends on the

income generated by the portfolio managers’ investments of the contributions, government grants and income accumulated on all these amounts.

Since your assets are pooled with those of other subscribers, each asset class generates a different gross return and certain fees and operating expenses paid by the plan may vary from one asset class to another, Kaleido Growth Inc. allocates your specific net return monthly using the method described below.

Based on your beneficiary’s age and the total value of your account (the sum of the contributions, grants received and accrued income that belong to you and are attributed to your agreement), we determine your share of the plan assets for each asset class set out in the evolving profile policy. You will therefore be allocated a net return monthly that is specific to you depending on your beneficiary’s age and the value of your account.

Since the net return allocated will vary according to your beneficiary’s age and your share, the annual return you earn on your own account will be different from that of the Plan, which will be indicated in management’s annual report on the plans’ performance.

You decide on the EAP amount that will be paid out to or on behalf of the beneficiary, subject to the limits set out in the “Educational Assistance Payments” section on page 13 of this prospectus.

### Accumulated Income Payment

If your beneficiary does not pursue eligible studies, you may receive all or part of the accumulated income in your RESP provided one of the following conditions is met:

- a) Your RESP has been in place for at least 10 years and the beneficiary (current or past) has turned 21 and is not entitled, at the time of the payment, to an EAP under the RESP;
- b) The payment is made in the 36th year of your RESP;
- c) The beneficiary has died.

However, the conditions described in a) above may be waived with the permission of the Minister of National Revenue if your beneficiary has a severe and prolonged mental impairment that prevents or could reasonably be expected to prevent them from pursuing eligible studies.

In addition, under tax laws, an AIP may only be made to one person, i.e., the subscriber (unless the subscriber has died). In all cases, the recipient of the AIP must be a resident of Canada at the time of the payment. Your RESP must end by March of the year following the first AIP.

For the tax implications relating to an AIP, see “How the subscriber is taxed” section on page 15.

You can transfer up to \$50,000 in accumulated income from an RESP to your RRSP or to a spousal RRSP under certain conditions, up to the amount of unused contribution room in the RRSP. The amount of earned income in the RESP may also be transferred to an RDSP for which the RESP beneficiary is a beneficiary. The tax treatment of such transfers is described under “How the subscriber is taxed” section on page 15 of this prospectus.



## Specific information about our plans – IDEO+ Responsible Plan

### Type of scholarship plan

Type of scholarship plan	Date created
Individual scholarship plan	May 1 <sup>st</sup> , 2022

### Who is the plan for?

The IDEO+ Responsible Plan is intended for beneficiaries of all ages. The Plan is for investors interested in saving for the beneficiary's post-secondary education and looking for flexibility to choose the frequency and amount of RESP contributions. You enrol in an IDEO+ Responsible Plan when you expect the beneficiary you designate to pursue post-secondary education in a qualifying educational program or a specified educational program under the *Income Tax Act* (Canada). The IDEO+ Responsible Plan is intended for investors who wish to choose the frequency and amount of EAPs paid out for their beneficiary's education and who would like their investment to generate positive impacts on sustainable development issues.

You can enrol in the IDEO+ Responsible Plan if your beneficiary is a tax resident of Canada and has a SIN.

The IDEO+ Responsible Plan uses a long-term investment approach designed to provide appropriate capital growth and income opportunities. It is generally suitable for subscribers who wish to make medium- or long-term investments to save for a beneficiary's post-secondary education.

### Summary of eligible studies

Below is a description of the postsecondary programs that constitute eligible studies and qualify for EAPs under the IDEO+ Responsible Plan.

Contact us or your representative to find out if your beneficiary's programs of study are eligible. Upon request, we can provide you with a current list of eligible institutions and programs. This list is also available on our website at [kaleido.ca](http://kaleido.ca).

For more information on obtaining the EAP, see "Educational Assistance Payments" section on page 60 of this Detailed Plan Disclosure.

#### Eligible studies

General or technical full-time or part-time post-secondary studies (college, community college, or university) in Canada, or the equivalent abroad, are eligible. Programs at designated educational institutions in Canada designed to provide a person with skills for, or improve a person's skills in, an occupation are also eligible.

Qualifying educational programs or specified educational programs as defined in the *Income Tax Act* (Canada) are considered eligible studies. Qualifying educational programs are educational programs with a minimum duration of three consecutive weeks requiring at least 10 hours of instruction or schoolwork each week. Specified educational programs are post-secondary programs lasting a

minimum of three consecutive weeks that require students to spend at least 12 hours per month on courses in the program.

A beneficiary enrolled in a distance learning course for such studies is also considered to be eligible. We recommend that you contact us in advance to find out whether a program of study or educational institution is eligible.

Eligible studies do not necessarily require a high school diploma. Your beneficiary has to enroll in eligible studies in order to qualify for an EAP. See "Educational Assistance Payments" section on page 60 of this prospectus.

#### Non-eligible studies

Beneficiaries who do not enrol in a qualifying educational program or a specified educational program, as defined under the *Income Tax Act* (Canada), will not receive an EAP.

### How we invest your money

#### Investment objectives

The fundamental investment objectives of the IDEO+ Responsible Plan consist of investing the assets, according to a flexible investment strategy, so as to generate a positive impact on two sustainable development issues: (i) climate change and (ii) the well-being and education of children. The IDEO+ Responsible Plan focuses on investing in securities strongly aligned with these fundamental investment objectives.

The IDEO+ Responsible Plan also seeks to invest subscriber contributions and government grants in a diversified combination of investments to provide a reasonable and competitive long-term return while taking on a level of risk considered low to moderate. The subscriber is not guaranteed full reimbursement of the contributions made. However, the flexible investment strategy provides for the adjustment of the asset allocation over the years to reduce exposure to risk as the beneficiary approaches the age of undertaking eligible studies and thus promote the preservation of the capital accumulated over time.

The fundamental investment objectives of the IDEO+ Responsible Plan may only be modified if the change is approved by a majority of votes by Plan subscribers attending a meeting of subscribers called for a such purpose.

The funds in the IDEO+ Responsible Plan are invested primarily in variable-income securities (equities, ETFs and mutual fund units), as well as fixed-income securities (government securities, corporate debt and money market securities).

The IDEO+ Responsible Plan specifically aims for an investment in securities with a strong positive alignment with regards to the fight against climate change as well as quality education and improved living conditions for children. The Plan's flexible investment policy involved a low to moderate investment risk, depending on the beneficiary's age, because this policy includes an important portion of variable income securities which gradually decreases as the beneficiary ages. This proportion of variable income securities is thus reduced with time, so as to be overtaken, by the end of the investment period, by the proportion invested in fixed income, which

# IDEO+ Responsible Plan

are not as volatile. The **IDEO+** Responsible Plan invests in fixed-income securities, Canadian equities, and U.S. equities, generally in direct holding, but it is also possible to do so through ETFs and mutual funds. The Plan also invests in foreign equities, real estate and infrastructure, via ETFs and mutual funds.

## Investment strategies

The main investment strategy used by the **IDEO+** Responsible Plan 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 enrolment 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 19-level structure, corresponding to the beneficiary's age group, where the plan assets are invested until the age of 14 based with greater weighting in variable income securities (equities, ETFs and mutual funds) and less emphasis on fixed-income securities. The asset mix changes automatically over time based on the investment horizon in order to reduce risk as the beneficiary nears the age of 18. The proportion of fixed-income securities thus increases while that of variable-income securities decreases. In the latter part of the investment horizon as the time to apply for an EAP approaches, the asset mix is increasingly conservative, with most of the assets consisting of fixed income, cash, and cash equivalents.

A weighted target for the fixed income, variable income and cash and cash equivalents asset classes is 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 must necessarily be done if there is a deviation of more than 5 percentage points from the target for any asset class. Between the rebalancings, 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. In principle, investments in variable income securities must not exceed the maximum proportions determined by the beneficiary's age. To ensure this, Kaleido Growth Inc. monitors asset allocation daily. When required, Kaleido Growth Inc. will take all necessary steps to reduce the proportion invested in variable-income securities in line with the maximum proportions allowed as soon as it is commercially reasonable to do so.

The contributions and grants that are received, as well as the income generated on these, less applicable fees, are invested according to the target asset allocation associated with the beneficiary's age during rebalancing after their receipt. As a result, it may take up to one month from the time contributions and grants are received and they are invested, according to this target asset allocation. In the interim, these sums are placed in cash and cash equivalents.

The maximum proportions invested in variable income securities according to the beneficiary's age, as shown in the table below, are considered to be fundamental investment objectives of the Plan and may only be modified if the change is approved by a majority of votes cast by the Plan subscribers attending a meeting in person or by proxy. The target asset allocations are not considered fundamental investment objectives and may change from year to year when we review them in order to achieve the investment objectives of the **IDEO+** Responsible Plan.

Before the 60-day deadline after the contract is signed, your contributions and government grants are invested in cash and cash equivalents. At the end of the first 60 days, the income thus generated from your contributions and grants, less applicable fees, will be allocated to your account. If the revenues generated are insufficient to cover the applicable fees during this 60-day period, Kaleido Croissance inc. will adjust the fees payable in order to avoid a negative return. The beneficiaries are then placed in an age group based on their date of birth, where each age group has a separate target allocation that changes over time. Income is then credited to the accounts according to these age-based profiles.





The target allocations for each age group are:

Age of beneficiary	Targets			
	Cash and cash equivalents	Fixed income securities	Variable income securities	Maximum proportion of variable income securities
0	5%	10%	85%	90%
1	5%	10%	85%	90%
2	5%	11%	84%	89%
3	5%	12%	83%	88%
4	5%	14%	81%	86%
5	5%	16%	79%	84%
6	5%	18%	77%	82%
7	5%	21%	74%	79%
8	5%	24%	71%	76%
9	5%	27%	68%	73%
10	5%	29%	66%	71%
11	5%	32%	63%	68%
12	5%	35%	60%	65%
13	5%	38%	57%	62%
14	5%	41%	54%	59%
15	5%	47%	48%	53%
16	5%	53%	42%	47%
17	5%	60%	35%	40%
18 or over	25%	58%	17%	22%

With respect to assets invested in variable-income securities, the **IDEO+** Responsible Plan's investment policy provides for target weightings of 40 % and 50 % in Canadian and U.S. equities respectively, and 10 % in international equities, real estate and infrastructure.

Investments in the **IDEO+** Responsible Plan involve some investment risk and low to moderate volatility (fluctuation in value over time). They offer potential returns that exceed those of the **IDEO+** Conservative Plan, while having a higher risk profile due to the emphasis on investments in variable-income securities (equities, ETFs, and mutual fund units) which decreases gradually as the beneficiary ages. Returns will vary from year to year and are not likely to be the same as other scholarship plans promoted by the Foundation with different fundamental investment objectives, investment strategies, and portfolio managers.

The **IDEO+** Responsible Plan can invest in fixed-income securities, including government securities, corporate bonds with a good credit rating (BBB or higher), and cash, cash equivalents, and other short-term fixed-income securities. The Plan may also invest in the securities issued for market capitalization purposes and may hold common shares, preferred shares, rights and warrants, as well as securities convertible into common shares. The Plan may also invest in mutual funds, including index funds and ETFs. Shares, index funds, and ETFs held by the Plan must be securities traded on a Canadian or U.S. exchange. The Plan will generally invest in fixed income securities and Canadian and U.S. equities directly, although they may also be held through ETFs or mutual funds, whereas it will invest in foreign equity through ETFs or mutual funds. The **IDEO+** Responsible Plan may also occasionally purchase derivatives, but only for foreign exchange risk-hedging purposes.

In the **IDEO+** Responsible Plan, your assets are pooled with those of all other subscribers for investment. These assets are held in custody by the custodian and are divided among several accounts, one account per management mandate entrusted to the portfolio managers, who are based on the asset classes set out in the above-mentioned evolving profile policy. This pooling of assets allows the portfolio managers to deploy the investment strategies described above while limiting the operational costs to the Plan. See "How the EAP Amount is Calculated" on page 60 for more details on the performance attribution mechanism.

The Foundation and Kaleido Growth Inc. may retain the services of various portfolio managers to manage the asset classes associated with the adaptive profile, and each portfolio manager is given a specific mandate to follow when making investment decisions for the **IDEO+** Responsible Plan.

For the **IDEO+** Responsible Plan, variable-income securities are managed by Fiera Capital Corporation while cash, cash equivalents and fixed-income securities are managed by AlphaFixe Capital inc.

Fiera Capital's mandate is to invest the **IDEO+** Responsible Plan's assets in variable-income securities as instructed by Kaleido Growth Inc. and in accordance with its investment policies. Canadian and U.S. equities may be held directly or through an ETF or mutual fund whereas investments in foreign equities may only be held through an ETF or mutual fund.

The investment strategy of the variable income mandate is to invest in companies that employ sustainable management practices, benefit from long-term vectors, present a reasonable valuation, and share common interests with stakeholders. These companies benefit from strong economic advantages and are able to achieve high returns on

# IDEO+ Responsible Plan

capital and increase shareholder value over time. With this diversified portfolio, Fiera Capital Corporation hopes to deliver superior returns over the long term while minimizing the risk of loss. The investment strategy also incorporates an internal ESG analysis. Fiera Capital Corporation believes that well-run businesses are generally those that demonstrate high ethical and environmental standards, as well as respect for their employees, human rights, and the communities in which they operate. In its fundamental investment analysis, Fiera Capital Corporation considers, where appropriate, significant ESG that may have a positive or negative impact on a company's long-term intrinsic value.

AlphaFixe Capital Inc. is mandated to invest a portion of the assets of the **IDEO+** Responsible Plan in cash and cash equivalents as well as fixed-income securities, as instructed by Kaleido Growth Inc. and in accordance with its investment policies. The investment philosophy is based on a rigorous risk management process. The concepts of capital preservation and flexible strategy execution are reflected in the internal management models which are designed to be both sophisticated and accessible. Decisions on investment strategies are made as a team and are based on a long-term fundamental view.

AlphaFixe Capital's mission is to create constant added value by promoting a fundamental approach based on the intrinsic value of the assets and a limited risk tolerance model. To achieve this, AlphaFixe Capital leverages five distinct sources of added value that can be deployed in response to different market opportunities. In addition, an internal bond issuer valuation model includes ESG considerations.

While all employees are involved in the AlphaFixe Capital ESG onboarding process, the manager has a team dedicated to responsible investing that personally gathers data and analyzes ESG factors. AlphaFixe Capital believes this strengthens its position in terms of understanding the issues and engaging in dialogue with issuers. The responsible investing team is based on the trading floor and is an integral part of the investment team. Credit specialists are also involved in the development of ESG valuation methodologies, allowing them to tailor their approach to the realities of the fixed income market.

## Implementation of a flexible investment strategy

A weighted target for the fixed income, variable income and cash and cash equivalents asset classes is 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 must necessarily be done if there is a deviation of more than 5 percentage points from the target for any asset class. Between the rebalancings, 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. In principle, investments in variable income securities must not exceed the maximum proportions determined by the beneficiary's age. To ensure this, Kaleido Growth Inc. monitors asset allocation daily. When required, Kaleido Growth Inc. will take all necessary steps to reduce the proportion invested in variable-income securities in line with the maximum proportions allowed as soon as it is commercially reasonable to do so.

The contributions and grants that are received, as well as the income generated on these, less applicable fees, are invested according to the target asset allocation associated with the beneficiary's age

during rebalancing after their receipt. As a result, it may take up to one month from the time contributions and grants are received and they are invested, according to this target asset allocation. In the interim, these sums are placed in cash and cash equivalents.

Before the 60-day deadline after the contract is signed, your contributions and government grants are invested in cash and cash equivalents. At the end of the first 60 days, the income thus generated from your contributions and grants, less applicable fees, will be allocated to your account. If the revenues generated are insufficient to cover the applicable fees during this 60-day period, Kaleido Croissance inc. will adjust the fees payable in order to avoid a negative return. The beneficiaries are then placed in an age group based on their date of birth, where each age group has a separate target allocation that changes over time. As a result, the target allocation within each beneficiary age group with a flexible profile will change over time and the income credited to the accounts will be allocated according to the respective profiles.

Since your assets are pooled with those of other subscribers, each asset class generates a different gross return and certain fees and operating expenses paid by the plan may vary from one asset class to another, Kaleido Growth Inc. allocates your specific net return monthly using the method described below.

Based on your beneficiary's age and the total value of your account (the sum of the contributions, grants received and accrued income that belong to you and are attributed to your agreement), we determine your share of the plan assets for each asset class set out in the evolving profile policy. The net income generated by the plan for each of these asset classes is then allocated to your account based on your share.

Since the net return allocated will vary according to your beneficiary's age and your share, the annual return you earn on your own account will be different from that of the Plan, which will be indicated in management's annual report on the plans' performance.

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 the 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.

## Sustainable investing

Kaleido Growth Inc. believes that organizations that factor 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, Kaleido Growth Inc. believes that a sustainable investment approach is entirely consistent with its objectives and investment horizon.

In December 2020, the board of directors of Kaleido Growth Inc. adopted a sustainable investment policy to formalize Kaleido Growth Inc.'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 our clients.



In addition to the flexible investment strategy, the achievement of the fundamental investment objectives of the **IDEO+** Responsible Plan requires the use of several ESG strategies applied by portfolio managers during the investment selection process. These policies are applied simultaneously, with the exception of negative filtering, which is done beforehand.

#### *ESG integration*

ESG is taken into account in many ways, both in decision-making and during the period the investments are held. First, Kaleido Growth Inc. only deals with portfolio managers who are signatories to the Principles for Responsible Investment, an initiative supported by the United Nations. ESG is considered in all investment strategies used by portfolio managers. This favours a more informed analysis of the risks and opportunities in investment decisions.

#### *Thematic investment*

In addition, Kaleido Growth Inc. contributes to a lower-carbon economy by setting targets to gradually increase the proportion of green bonds in the Plan's portfolios, depending, of course, on market opportunities, until a 10% target is reached.

The **IDEO+** Responsible Plan includes thematic and impact investment objectives that ensure that the Plan's assets are invested to generate positive impacts on the fight against climate change, as well as quality education and improved living conditions for children. The Plan also includes an energy transition target consisting of a carbon intensity 40% below that of its benchmark index. The benchmark index will vary over time based on the beneficiaries' age and will be as follows:

- For the portion of assets invested in fixed-income securities:
  - 50% in FTSE TMX Canada Mid Term Provincial Bond Index
  - 50% in FTSE TMX Canada Short Term Corporate Bond Index
- For the portion of assets invested in variable-income securities:
  - 30% in S&P/TSX Index
  - 10% in S&P/TSX Smallcap Index
  - 40% in S&P/500 Index
  - 10% in Russell 2500 Growth Index
  - 10% in MSCI EAFE Index

Lastly, the Plan incorporates an investment approach aimed as much as possible at favouring companies that demonstrate better management of ESG risks than their peers.

#### *Shareholder commitment and stewardship*

Kaleido Growth Inc. wishes to engage in dialogue with the various stakeholders by promoting active ownership practices among the portfolio managers it works with and exert a positive influence beyond its investments by supporting industry initiatives that contribute to the development of best practices. Whenever possible and appropriate, the portfolio managers apply active shareholding and engagement practices with the issuers in the portfolio by voting by proxy at shareholder meetings and/or by dialoguing with the officers of issuers in order to direct them towards exemplary ESG practices.

#### *Negative filtering*

Lastly, in accordance with sustainable investment considerations, exclusion filters are applied to ensure the Plan does not hold the securities of companies directly or indirectly operating in certain industries whose activities, products, and services are deemed harmful to humans. Companies are deemed ineligible if they derive more than 15% of their earnings from the following industries:

- 1) Tobacco
  - 2) Weapons\*
- \* Military or offensive weapons, i.e., those primarily used to cause human injury.

The **IDEO+** Responsible Plan has additional exclusion filters. The Plan is intended for subscribers seeking to reduce exposure to fossil fuels (coal, oil, and natural gas) in their investments due, for instance, to concerns about the contribution of these reserves to climate change. Companies are deemed ineligible if they directly operate in one or more of the following industries:

- 1) Operation or exploration of proven or probable fossil fuel reserves – applicable to fixed-income securities
  - 2) Energy sector\*\*, including fossil fuels – applicable to variable-income securities
- \*\* Excluding renewable energy.

#### *Positive filtering*

Kaleido Growth Inc. and portfolio managers work in particular with the Sustainable Development Goals proposed by the UN in 2015, which present 17 ESG categories targeting different ESG objectives. Among these 17 categories, we identified categories 1, 3, 4, 10 and 13 as being in line with the positive impact objectives of the **IDEO+** Responsible Plan regarding child welfare, education and climate change:

- 1 - No poverty
- 3 - Good health and well-being
- 4 - Quality education
- 10 - Reduced inequalities
- 13 - Climate action

To achieve the plan's investment objectives, portfolio managers may invest in securities that qualify under these 5 categories of sustainability objectives. A security can thus be found in several of these categories if it qualifies in more than one category.

#### *Measurable indicators*

Kaleido Growth Inc. continuously monitors a series of indicators to measure the achievement of the Plan's ESG objectives. Its managers report quarterly on the proportion of green and sustainable bond portfolios, the proportion of portfolios in identified sustainable development objectives, and the Plan's carbon intensity in relation to its benchmark index.

### **Investment restrictions**

Investments made for the **IDEO+** Responsible Plan must meet the requirements for RESP-eligible investments under the *Income Tax Act* (Canada), as well as the investment restrictions under securities regulations and the administrative policies of the Canadian Securities Administrators.

# IDEO+ Responsible Plan

In 2022, the Foundation and Kaleido Growth Inc. were granted an exemption under Decision No. 2022-FI-0005 by the Autorité des marchés financiers from section 4 of Regulation No. 15 Respecting Conditions Precedent to Acceptance of Scholarship or Educational Plan Prospectuses. The exemption enables greater diversification of the IDEO+ Responsible Plan's assets and lists the investment restrictions that apply to the IDEO+ Responsible Plan. These investment restrictions require the Plan to comply with the control and concentration restrictions that apply to other publicly traded investment funds.

Pursuant to the decision, the plans are managed by taking into account the following investment restrictions:

- a) The plans' assets are invested in the following securities:
  - i. Government security as defined by Regulation 81-102 Respecting Investment Funds, CQLR, c. V-1.1, r. 39 ("Regulation 81-102");
  - ii. Guaranteed mortgage as defined by Regulation 81-102;
  - iii. Guaranteed mortgage-backed securities, in which all underlying mortgages are guaranteed mortgages;
  - iv. Cash or cash equivalents as defined by Regulation 81-102;
  - v. Guaranteed investment certificate and other debt securities issued by a Canadian financial institution as defined by Regulation 14-101 provided that the security or the issuing financial institution holds a designated rating as defined by Regulation 81-102;
  - vi. A debt security issued by a corporation, provided the security has a minimum BBB rating or the equivalent, as granted by a designated rating organization as defined under Regulation 25-101 Respecting Designated Rating Organizations, CQLR, c. V-1.1, r. 8.1 ("Regulation 25-101");
  - vii. Stock listed and traded on a Canadian or U.S. stock exchange;
  - viii. Index participation unit, as defined by Regulation 81-102;
  - ix. A security of an investment fund, if it meets one of the following criteria:
    - A. Is subject to Regulation 81-102 and offers or has offered securities under a simplified prospectus pursuant to Regulation 81-101 Respecting Mutual Fund Prospectus Disclosure, CQLR, c. V-1.1, r. 38 ("Regulation 81-101");
    - B. Is subject to Regulation 81-102 and offers or has offered securities under Regulation 41-101 Respecting General Prospectus Requirements, CQLR, c. V-1.1, r. 14 ("Regulation 41-101") and that the securities are traded on a Canadian or U.S. stock exchange (actively managed ETF);
- b) A plan cannot purchase securities from an issuer, if, following the transaction, more than 10% of the plan's net assets, at the market value at the time of the transaction, is invested in an issuer's securities;
- c) Condition (b) above does not apply to the purchase of a government security or an investment fund security, as authorized by the exemption;
- d) A plan cannot purchase any securities from an issuer if, following the purchase, the plan has securities representing more than 10% of the following:
  - i. The voting rights attached to the issuer's outstanding voting securities; or
  - ii. The issuer's outstanding equity securities;
- e) A plan cannot purchase any securities from an issuer in order to exert a hold on an issuer or manage it;
- f) If a plan purchases an issuer's security other than by a "purchase," as defined under Regulation 81-102, outside of the control limits mentioned in conditions (d) and (e) above, the plan must reduce its holding of the security as fast as commercially reasonable and possible, or at the latest 90 days after the control limit was exceeded;
- g) The Plan cannot:
  - i. Purchase real estate or physical commodities
  - ii. Purchase a mortgage other than a guaranteed mortgage
  - iii. Purchase, sell or use a specified derivative for purposes other than foreign exchange risk hedging;
  - iv. Purchase linked notes, whether the principal is protected or not, linked guaranteed investment certificates, or any other similar debt obligations issued by financial institutions or corporations
  - v. Purchase an illiquid asset, although if a security held by the Plan becomes illiquid after the purchase, the Plan should then take all necessary steps to dispose of the illiquid asset as quickly as is commercially reasonable and possible
  - vi. Purchase or hold an investment fund security, unless:
    - A. The investment fund is a permitted investment for the Plan
    - B. At the time of the purchase, said investment fund is not invested at a proportion of more than 10% of its net value in the securities of other underlying investment funds
    - C. No management fees or remuneration payable by the plan will have the effect, in the view of a reasonable person, of duplicating the fees payable by the investment fund held by the plan for the same service
    - D. No acquisition or redemption fees payable by the Plan in connection with its subscription or redemption of the underlying investment fund will have the effect, in the view of a reasonable person, of duplicating the fees payable by a Plan subscriber
  - vii. Subsection (g)(vi)(2) does not apply if the other investment fund purchases or holds a money market fund or an index participation unit, as defined by Regulation 81-102.
  - viii. Borrow cash or provide a security interest in an asset in the portfolio, unless:



- A. The transaction is an interim measure to respond to requests to redeem the Plan's securities while it proceeds with an orderly liquidation of the portfolio's assets or to enable it to settle portfolio transactions and, after taking into account all transactions carried out under this subparagraph, the outstanding amount of all borrowings under the plan does not exceed 5% of its net asset value at the time of borrowing
- B. The security guarantees the payment of fees and charges from the custodian or a subcustodian of the Plan for services rendered in this capacity
- ix. Purchase securities on margin
- x. Sell securities short
- xi. Purchase a security with terms that may require the Plan to make a contribution in addition to the payment of the purchase price
- xii. Lend cash
- xiii. Lend portfolio assets other than in accordance with the provisions applicable to MFs
- xiv. Guarantee securities or obligations of a person
- xv. Purchase securities other than through normal market facilities, unless the purchase price approximates the market price or the parties act at arm's length in the transaction, or
- h) Investing the plan's assets in a security, derivative or other asset that is not specifically permitted under Decision No. 2022-FI-0005 constitutes a prohibited investment for the Plan.

We may only deviate from the restrictions stipulated in Decision No. 2022-FI-0005 with the consent of Autorité des marchés financiers and subject to approval of the board of directors of Kaleido Growth Inc., where applicable. Investment restrictions may be changed without the subscriber's consent.

## Risks associated with a scholarship plan

### Risks associated with investing in this Plan

You sign a contract when you enrol in the **IDEO+** Responsible Plan. Before signing, please read the contract carefully and make sure you understand it. Over time, the value of the investments held by the **IDEO+** Responsible Plan may fluctuate and drop in value. If you or your beneficiary do not comply with the terms of the contract, or if the value of the investments decreases, your beneficiary may lose some or all of their EAPs.

Remember that payments made by the **IDEO+** Responsible Plan are not guaranteed. We cannot tell you in advance if your beneficiary will be eligible to receive EAPs under the Plan or how much they may receive. We cannot guarantee the amount of the payments, including the reimbursement of your contributions, or that the payments will cover the full cost of your beneficiary's postsecondary education.

In addition to the risks listed in the "Investment risks" section on page 14 of this Detailed Plan Disclosure, the risks listed below are all risks that can affect investments in the **IDEO+** Responsible Plan.

### Risk associated with foreign markets

The Plan may invest in securities which in turn involve investments in foreign securities. Foreign investments carry additional risks given that financial markets outside Canada and the U.S. could be less liquid and companies could be subject to more rudimentary regulations and less stringent accounting and financial reporting standards. Some countries may not have an established stock exchange and a legal system that adequately protects investors' rights. Foreign investments may also be affected by social, political, or economic instability. Foreign governments could impose investment restrictions.

### Investment risks

The value of the securities held by the **IDEO+** Responsible Plan may fluctuate. The risks that could cause the value of the Plan's investments to fluctuate are presented under "Investment risks" on page 14 of the Detailed Disclosure. This change in the value of the plan's investments will affect the EAP amount that can be paid out to beneficiaries.

## How has the Plan performed?

The table below presents the **IDEO+** Responsible Plan's performance during the last fiscal year ended December 31. The returns are shown after administration and management fees have been deducted. These fees reduce your investment returns. It is important to note that past performance of the Plan is not indicative of future performance.

	December 31 2023	December 31 2022 <sup>(1)</sup>
<b>Net annual return</b>	6.68%	3.28%

1. The Plan's transactions began on May 2, 2022.

## Making contributions

When you open an account, you set your savings goal to fund a program of studies for the beneficiary. To achieve this goal, you can make monthly or one-time contributions. Contributions must be at least \$10 each. Can be debited automatically from your bank account.

You can no longer make contributions after December 31 of the 31st year following the registration of your RESP. Total contributions cannot exceed the RESP lifetime limit under the *Income Tax Act* (Canada) of \$50,000 per beneficiary.

### Your contribution options

You determine the contribution amount and choose the frequency among the available options. You can choose to make monthly or one-time contributions. Contributions must be at least \$10 each. Subscribers may open RESPs in the **IDEO+** Responsible Plan without having to contribute to them.

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## If you have trouble making contributions

If you have chosen to open a 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.

### Your options

The following options are available to you if you are having trouble maintaining your contributions:

- You can stop making contributions and start up again at a later time if you wish.
- You can reduce your contributions and/or cancel the frequency of monthly contributions.

You can reduce the amount you contribute to your RESP at any time, subject to the applicable minimum contribution. You can also cancel the frequency of monthly contributions, if that was your selected option.

## Withdrawing your contributions

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 from 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.

## Cost of investing in the Plan

There are fees involved with participating in the **IDEO+** Responsible Plan. The following tables list the fees associated with the Plan. The Plan pays a portion of these fees, which are deducted from the income, but if the income is not sufficient, the fees are deducted from the contributions.

No fees are charged for investing in the **IDEO+** Responsible Plan.

Subscriber approval is required when the fees, costs or expenses that are charged to the Plan or directly to subscribers by the Plan or its manager relating to the holding of securities in the plans are changed in a manner that leads to an increase in the administrative fees or transaction fees charged to the Plan or subscribers. However, approval is not required if the change is due to a party dealing at arm's length with the Plan or Kaleido Growth Inc., in which case subscribers will be notified at least 60 days before the change takes effect.



## Fees paid by the Plan

The following fees are payable on the earnings generated by the Plan, but if the income is insufficient, they will be taken from the contributions. Unless there is insufficient income, you do not pay these fees directly. However, they affect you because they reduce the Plan's returns and, consequently, the available EAP amount.

Fees	What the plan pays	What the fee is for	Who the fee is paid to
Administration fee	<p>The administration fee paid to the investment fund manager and the promoter is calculated based on an annual percentage corresponding to 1.65% (excluding applicable taxes) of the Plan's assets under management.</p> <p>Fee payable monthly and subject to applicable taxes.</p>	<p>This fee covers the trailing commissions paid to Kaleido Growth Inc.'s scholarship plan representatives as well as the day-to-day scholarship plan representatives, as well as the day-to-day administration of the Plan, which includes the following key elements:</p> <ul style="list-style-type: none"> <li>- Audit fees and legal fees;</li> <li>- Interest and bank charges;</li> <li>- Expenses related to the setup, administration, and maintenance of accounts and contracts;</li> <li>- Other expenses incurred in the ordinary course of business in connection with the establishment, management, and operation of the Plan, with the exception of expenses covered by any of the other categories of expenses described in this table.</li> </ul>	<p>The investment fund manager (Kaleido Growth Inc.) and the promoter (Kaleido Foundation)</p>
Portfolio management fee	<p>Declining annual percentage established by the portfolio manager based on the average value of the total assets invested under its management.</p> <p>The portfolio management fees vary depending on the average asset allocation of the Plan and the total assets under management. We estimate that this fee will represent 0.111% to 0.243% of the average assets under management.</p> <p>The amount for 2023 is 0.21 % of the Plan's average assets under management.</p> <p>Fee payable monthly and subject to applicable taxes.</p>	<p>Covers management of the Plan's investments.</p>	<p>To portfolio Managers (Fiera Capital Corporation and AlphaFixe Capital Inc.).</p>

## IDEO+ Responsible Plan

Fees	What the plan pays	What the fee is for	Who the fee is paid to
Trustee fee	<p>Flat fee of \$34,000 per year for all scholarship plans promoted by the Foundation.</p> <p>Fee payable monthly and subject to applicable taxes.</p> <p>This fee is invoiced to the various scholarship plans and prorated to the average value of their assets under management. For the fiscal year ended December 31, 2023, these fees totalled \$125, including applicable taxes, for the <b>IDEO+</b> Responsible Plan.</p>	Covers the cost of holding the Plan's investments in trust.	The Trustee (Eterna Trust Inc.)
Custodian fee	<ul style="list-style-type: none"> <li>→ 0.009% of average monthly assets under management;</li> <li>→ Flat fee of \$8 per transaction on Canadian and U.S. securities;</li> <li>→ Flat fee of \$15 per electronic transfer.</li> </ul> <p>Fee payable monthly and subject to applicable taxes.</p>	To safeguard the securities and other forms of investment in the Plan.	The custodian (CIBC Mellon Trust Company)
Compensation for Independent Review Committee (IRC) members	<p>Members' remuneration for attending meetings and for any special duties consists of the following:</p> <ul style="list-style-type: none"> <li>→ Annual retainer of \$3,500 for members and \$6,000 for the chair</li> <li>→ Set attendance fee of \$1,500 for members and \$1,750 for the chair per meeting.</li> </ul> <p>Reimbursement of accommodation, meals, and transportation costs incurred to attend meetings.</p> <p>This fee is payable on a quarterly basis and invoiced to the various scholarship plans and prorated to the average value of their assets under management. For the fiscal year ended December 31, 2023, these fees totalled \$164, including applicable taxes, for the <b>IDEO+</b> Responsible Plan.</p>	Covers the services of the Plan's IRC. The IRC reviews conflict of interest matters between the investment fund manager and the Plan.	IRC members
Operating expenses of the Plan that Kaleido Growth Inc. does not collect from the administration fee	<p>The Plan pays certain operating expenses that the manager does not collect from the administration 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 custodian. The Plan will cover the costs of complying with any new requirements.</p>	Certain operating expenses not paid for by Kaleido Growth Inc. out of the administration fee.	Various entities





## Transaction fees

We will charge you the following fees for the transactions listed below.

Fees	Amount	How the fee is paid	Who the fee is paid to
Dishonoured payments (NSF, invalid bank account)	\$45 per dishonoured payment	Deducted from your contributions or earnings, if the contributions are insufficient	Kaleido Growth Inc.
Cancellation before the beneficiary turns 17 or is eligible for an EAP (with the exception of cancellation within 60 days of the signing of the contract or in the event of the beneficiary's death or disability)	\$50 per cancelled contract		
Transfer to another RESP promoter	\$50 per transferred contract		
Withdrawal of contributions or AIP by cheque	\$10 per cheque		
Replacement of lost cheque or stop payment	\$10 per cheque		
Archive search request	\$50 per request		
Paper statements	\$5 per statement		

**Note:** Transaction fees are subject to applicable taxes.

# IDEO+ Responsible Plan

## Making changes to your contract

Any request to change the contract must be made in writing to Kaleido Growth Inc. and signed by the subscriber.

According to the trust agreement, Kaleido Growth Inc. and the trustee may also agree, without consulting the beneficiary or the subscriber, to change or amend the terms of the contract, a declaration of trust or the trust agreement if, in the opinion of Kaleido Growth Inc. and the trustee, the change or amendment is:

- Made to ensure compliance with any law of Canada or a province of Canada or any order, rule or regulation adopted thereunder and to maintain the legal status of a Plan;
- Made to adapt the Plan's management to current market practices;
- Made to protect or provide additional benefits to subscribers or beneficiaries;
- Made for the purpose of correcting typographical errors or errors of form, ambiguities, incomplete provisions or manifest errors or omissions, or to eliminate contradictions or inconsistencies, provided they do not adversely affect the subscribers or beneficiaries;
- Necessary to overcome administrative difficulties provided they do not adversely affect the subscribers or beneficiaries;
- made in accordance with tax and securities legislation and involves the terms and features of a Plan that are not described in the trust agreement, such as investment strategies.

## Changing your contributions

You can make changes to your contributions at any time. You will not be charged a service fee for doing so. You can increase or decrease your monthly contributions or make a one-time contribution of a minimum of \$10.

You can change the frequency of your contributions by contacting us. If you have chosen to open a 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.

## Change in subscriber

Under the *Income Tax Act* (Canada), an RESP subscriber can be replaced in the following cases:

- In the event of separation or divorce, the subscriber may be replaced by their ex-spouse, in accordance with a court order or judgment or a written agreement aimed at dividing the assets among them.
- If the subscriber dies, the latter may be replaced by the estate, the person to whom the RESP is bequeathed, the individual acquiring the subscriber's rights in that capacity, or the person making the contributions on behalf of the beneficiary.
- Where the subscriber is a public primary caregiver, they may be replaced by an individual or other public primary caregiver pursuant to a written agreement.

Changes in subscriber must be submitted to us in writing. We will also need the appropriate documentation to verify that the conditions under the *Income Tax Act* (Canada) for replacing a subscriber have been met.

Neither the subscriber nor the beneficiary will incur a loss as a result of this change. No service fees apply in the event of such a change.

## Change of beneficiary

Beneficiary changes can be made at no charge at any time upon submitting a request to us in writing. A change of beneficiary may not extend the life of the RESP, which cannot exceed the termination date of December 31 in the 35th year following the registration of your RESP.

When the former beneficiary is replaced by a new beneficiary, the contributions, CESG and QESI that are then paid on behalf of the former beneficiary, as well as the accumulated income on the CESG, QESI and CLB, are deemed to have been paid on behalf of the new beneficiary, subject to certain conditions regarding government grants. The rules applicable to the payment of grants for beneficiaries aged 16 or 17 still apply in the event of a change of beneficiary.

If the former beneficiary received additional CESG, the CESG and additional CESG must be refunded in full to the Government of Canada when there is a change of beneficiary and the following condition is not met:

- The new beneficiary is the brother or sister of the previous beneficiary and was under the age of 21 at the time of the change of beneficiary.

If only the basic CESG was received by the former beneficiary, the CESG must be reimbursed to the Government of Canada when at least one of the following two conditions is not met:

- i. The new beneficiary is the sibling of the previous beneficiary and had not yet turned 21 at the time of the change;
- ii. The new beneficiary and the former beneficiary are related by blood or adoption to the original subscriber of the contract and neither one was 21 years of age at the time of the change.

We are also required to repay the QESI and the additional QESI, if applicable, to the Government of Quebec, other than in one of the cases described in points i. and ii. above.

Whenever there is a change of beneficiary, the CLB must be reimbursed to the Government of Canada.

A change of beneficiary may have tax implications regarding the new beneficiary's lifetime contribution limit.

## Death or disability of beneficiary

If the beneficiary dies or becomes disabled before becoming eligible for an EAP, you must notify us in writing as soon as possible after the event.

In such a case, you can choose one of the following options:

- Maintain the contract in force and designate another beneficiary;
- Cancel your contract by withdrawing your contributions and the accumulated income, subject to the investment risks and the conditions set out in "Payment of Accumulated Income," depending on your eligibility.

A disability is defined as a serious medical condition that is certified by an attending physician and is likely to prevent your beneficiary from pursuing eligible studies.



If you cancel the contract by withdrawing your contributions and the accumulated income, the total amount of government grants received on behalf of the beneficiary is returned to the respective governments. The income accumulated on the government grants and the contributions may be paid out as an Accumulated Income Payment (AIP), depending on your eligibility, or may be paid to a recognized educational institution in Canada or to a trust established for such institutions.

## Transferring your account

### Transfer to another scholarship plan promoted by the Foundation

Subject to conditions applicable to change of beneficiary, you can transfer your RESP to another scholarship plan promoted by the Kaleido Foundation. To do so, you will need to submit a request to us. We will open an account in the other scholarship plan promoted by the Foundation. Upon such a transfer, the contributions, subject to investment risk and less any applicable fees, any government grants that were received and the income earned on all such amounts may be transferred to the new scholarship plan.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

### Transfer to another RESP promoter

The **IDEO+** Responsible Plan can be transferred to another RESP provider. Upon such a transfer, the contributions, subject to investment risk and less any applicable fees, any government grants that have been received, and the accumulated income may be transferred to the new RESP.

In the event of a transfer to another RESP provider, a fee of \$50 per contract (plus taxes) will be charged.

In the event of a transfer, rest assured that we will provide your new RESP provider with sufficient information to ensure continuity in the administration of the transferred funds.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

### Transferring to the Plan from another RESP provider

You can transfer a RESP you have with another provider to purchase an **IDEO+** Responsible Plan. No ARP or EAP must have been paid out to the beneficiary with the former provider prior to the transfer.

However, penalties may have to be paid to the former RESP provider, who may charge certain fees at the time of the transfer, if applicable. We suggest that you consider this information and check with your current RESP provider before making a transfer in order to be aware of the consequences.

Such a transfer cannot extend the life of a RESP and cause it to exceed its termination date.

## Default, withdrawal or cancellation

### If you withdraw from or cancel your contract

You have up to 60 days after signing the contract to withdraw from the Plan and get all your contributions back.

You can also cancel your contract at any time upon submitting a request to us in writing. There is a fee for a cancellation made more than 60 days after the contract was signed if the cancellation was made before the beneficiary turns 17 or before the latter is eligible for EAPs.

Upon cancellation of the contract and subject to the investment risk and less applicable fees, you may receive the income in the form of an AIP, provided you qualify for it under the *Income Tax Act* (Canada). If you are not eligible for the AIP, we will pay your total earnings to a designated educational institution in Canada, as required under the *Income Tax Act* (Canada).

If the contract is cancelled, the CESG and CLB that were received must be returned to the Government of Canada. Any QESI must be repaid to the Government of Quebec.

### If we cancel your contract

If we have to cancel your contract because you did not provide your SIN or the beneficiary's SIN by the required deadline, we will refund the contributions to you, subject to investment risk and less any applicable fees, as well as the revenue generated, if applicable.

### If your RESP has to be closed

We are required to close your RESP within one year of the termination date. The termination date is December 31 in the 35th year following the registration of the RESP. The beneficiary is no longer able to receive EAPs after that date.

The amounts held in the scholarship plan at that time must be used for one of the following purposes:

- Reimbursement of contributions to the subscriber, subject to investment risk and less applicable fees;
- Repayment of government grants to the respective governments;
- Payment to the subscriber of accumulated income in the form of an AIP, if eligible. Please see the "Accumulated Income Payment" section on page 60 of this prospectus;
- Payment made to designated educational institutions in Canada referred to in subparagraph (a)(i) of the definition of that expression in subsection 118.6(1) of the *Income Tax Act* (Canada).

### If your beneficiary does not enrol in eligible studies

A beneficiary who does not enrol in eligible studies cannot receive an EAP under the **IDEO+** Responsible Plan.

If it appears that the original beneficiary of your RESP will not be eligible for an EAP, you have the option of changing the RESP's beneficiary. See the "Change of Beneficiary" section on page 58 for more information on this option.

If the beneficiary does not enrol in eligible studies by the RESP termination date, we will have to return the grants that were received on behalf of the beneficiary to the respective governments. However,

# IDEO+ Responsible Plan

you may receive the accumulated income on your contributions and the accumulated income on the government grants as per the conditions set out in the “Accumulated Income Payment” section on page 60 of this prospectus. If you are not eligible to receive an AIP, the income earned on these amounts will be paid to designated educational institutions in Canada referred to in subparagraph (a)(i) of the definition of that expression in subsection 118.6(1) of the *Income Tax Act* (Canada).

## Receiving payments from the IDEO+ Responsible Plan

### Reimbursement of contributions

You are always entitled to a reimbursement of your contributions, subject to investment risk and any applicable fees. In such a case, the fees will be deducted and the net balance will be refunded to you.

Your contributions will usually be reimbursed to you when your beneficiary enrolls in eligible studies, subject to investment risk and any applicable fees, or at any time thereafter, depending on your chosen disbursement strategy. You may request an amount equal to or less than the total net contributions accumulated in your account at that time. The amount will be deposited into the bank account you have indicated.

If you withdraw contributions before your beneficiary is enrolled in eligible studies, we will reimburse the respective governments for the grants already received on the contributions that were withdrawn.

### Educational Assistance Payments (EAPs)

An EAP may be requested for an eligible beneficiary through the Client Space on the Kaleido Foundation's website or by contacting our Customer Service Department, which will send you the appropriate form. The EAP is paid out as soon as possible upon receiving your written request.

An EAP request must be submitted to us no later than the last day of the RESP's life, since we are required to close the RESP at that time. Please see “If your RESP has to be closed” on 59 of this prospectus.

EAP requests must be supported by proof that the beneficiary is enrolled in eligible studies. An EAP may be paid out up to 6 months after the beneficiary is no longer enrolled in eligible studies.

EAPs are made to or on behalf of the beneficiary, according to the terms of your request. However, the investment fund manager reserves the right to set a maximum number of EAPs per year. The terms and restrictions outlined in the section “Payments made under the IDEO+ Responsible Plan” apply to an EAP.

### How the EAP amount is calculated

EAPs are made up of government grants, income accumulated on government grants, and income accumulated on contributions. The EAP that the beneficiary may receive depends on the income generated by the portfolio managers' investments of the

contributions, government grants and income accumulated on all these amounts.

Since your assets are pooled with those of other subscribers, each asset class generates a different gross return and certain fees and operating expenses paid by the plan may vary from one asset class to another, Kaleido Growth Inc. allocates your specific net return monthly using the method described below.

Based on your beneficiary's age and the total value of your account (the sum of the contributions, grants received and accrued income that belong to you and are attributed to your agreement), we determine your share of the plan assets for each asset class set out in the evolving profile policy. You will therefore be allocated a net return monthly that is specific to you depending on your beneficiary's age and the value of your account.

Since the net return allocated will vary according to your beneficiary's age and your share, the annual return you earn on your own account will be different from that of the Plan, which will be indicated in management's annual report on the plans' performance.

You decide on the EAP amount that will be paid out to or on behalf of the beneficiary, subject to the limits set out in the “Educational Assistance Payments” section on page 13 of this prospectus.

### Accumulated Income Payment

If your beneficiary does not pursue eligible studies, you may receive all or part of the accumulated income in your RESP provided one of the following conditions is met:

- a) Your RESP has been in place for at least 10 years and the beneficiary (current or past) has turned 21 and is not entitled, at the time of the payment, to an EAP under the RESP;
- b) The payment is made in the 36th year of your RESP;
- c) The beneficiary has died.

However, the conditions described in a) above may be waived with the permission of the Minister of National Revenue if your beneficiary has a severe and prolonged mental impairment that prevents or could reasonably be expected to prevent them from pursuing eligible studies.

In addition, under tax laws, an AIP may only be made to one person, i.e., the subscriber (unless the subscriber has died). In all cases, the recipient of the AIP must be a resident of Canada at the time of the payment. Your RESP must end by March of the year following the first AIP.

For the tax implications relating to an AIP, see “How the subscriber is taxed” section on page 15.

You can transfer up to \$50,000 in accumulated income from an RESP to your RRSP or to a spousal RRSP under certain conditions, up to the amount of unused contribution room in the RRSP. The amount of earned income in the RESP may also be transferred to an RDSP for which the RESP beneficiary is a beneficiary. The tax treatment of such transfers is described under “How the subscriber is taxed” section on page 15 of this prospectus.



## Overview of the structure of our plans

The **IDEO+** Conservative Plan, the **IDEO+** Adaptive Plan and the **IDEO+** Responsible Plan are trusts established according to Quebec laws on February 1, 2022 by declaration of trust under an agreement between the Foundation, Eterna Trust Inc. (the Trustee), and Kaleido Growth Inc. (the manager or distributor, depending on the context).

The assets in each trust are separate from those of the Foundation, the trustee and the individuals who benefit from the trust (i.e. the subscribers), and the assets it holds may only be disposed of in accordance with the terms of the trust agreement of the Plans, the related Registered Education Savings Plans, and applicable legislation.

Under the terms of the trust agreement and separate agreements with the Foundation and Kaleido Growth Inc., several stakeholders are involved in the management or execution of the plans, as well as in activities related to the distribution and execution of the plans described in this prospectus. These parties are the trustee, the Foundation, the manager, the distributor, the portfolio managers, the custodian, and the auditors.

The directors of the Foundation receive annual remuneration and attendance fees. They are also reimbursed for meeting expenses.

## Scholarship plan manager

Kaleido Growth Inc.  
1035 Avenue Wilfrid-Pelletier, Suite 500  
Quebec City, Quebec G1W 0C5  
418-651-8975  
Email: [info@kaleido.ca](mailto:info@kaleido.ca)  
Website: [kaleido.ca](http://kaleido.ca)

Kaleido Growth Inc. acts as the investment fund manager and plan distributor. Kaleido Growth Inc. has been a wholly owned subsidiary of the Foundation since 1997. Kaleido Growth Inc. is registered as an investment fund manager and scholarship plan dealer under applicable securities legislation.

Kaleido Growth Inc. is a resulting joint stock company governed by the Business Corporations Act (Quebec).

## Manager's duties and services

As manager, Kaleido Growth Inc.'s main responsibility is to manage the plans' activities, operations and business. Kaleido Growth Inc.,

under the supervision of the Foundation, selects and retains the services of most of the other stakeholders involved in the plans' management and operational structure, i.e. the trustee, custodian, portfolio managers, and auditors.

## Details of the management contract

As manager, Kaleido Growth Inc. provides the administrative services required for the Foundation's activities. It is also responsible for accounting operations, setting up internal controls, and keeping subscriber records.

Kaleido Growth Inc. keeps separate accounting records for each account held by a subscriber who signed a contract. It keeps the subscribers' files up to date and enters their personal information, such as their names and addresses. These records are kept at its head office and the custodian may access them at any time in order to reconcile the subscribers' accounting data with the transactions kept in its own books.

Kaleido Growth Inc. is responsible for the plans' cash management operations and the inherent banking transactions. For instance, it receives contributions from subscribers and deposits them into the trust account. It sends the contributions to the custodian as soon as possible so that they are credited to the subscribers' accounts and invested promptly by the portfolio managers.

Kaleido Growth Inc. is responsible for appointing and mandating the plans' portfolio managers. Under the supervision of the Investment Committee, Kaleido Growth Inc. ensures that decisions taken by the Investment Committee in carrying out its mandate are consistent with the investment policy.

Kaleido Growth Inc. is responsible for providing instructions to the custodian and portfolio managers to ensure that the EAPs are made in accordance with the applicable plan.

## Manager's officers and directors

The members of the manager's board of directors are also directors of the Foundation. Please refer to the table of directors under "Foundation's directors and officers" on page 64 for the names of the board members. The manager's officers are listed in the following table and are compensated exclusively by Kaleido Growth Inc.:

# Information about the Kaleido Foundation

## Kaleido Growth Inc.'s officers

Name and municipality of residence	Main function
<b>Isabelle Grenier, LL. B.</b> Saint-Augustin-de-Desmaures, Quebec	President and CEO of Kaleido Growth inc. Ultimate Designated Person
<b>Anne Girard, CPA</b> Quebec City, Quebec	Vice President, Finance
<b>Jean-Stéphane Parent</b> Saint-Bruno-de-Montarville, Quebec	Vice President, Chief Investment Officer
<b>Patrick Bernier, LL.B., MBA, Adm.A</b> Quebec City, Quebec	Secretary General and Strategic Counsel
<b>Noémie Corneau Girard, LL.B., MBA</b> Quebec City, Quebec	Chief Compliance Officer
<b>Julie Cyr, MBA, FCIP</b> Levis, Quebec	Vice President, Customer Experience and Marketing
<b>Hugo Côté</b> Quebec City, Quebec	Vice President, Sales and Business Development
<b>Hélène St-Hilaire, CRHA</b> Lac-Beauport, Quebec	Vice President, Talent Management and Organizational Development
<b>Jean-François Turgeon</b> Quebec City, Quebec	Vice-President, Operational Performance and Technology

Over the past five years, Isabelle Grenier, Patrick Bernier, Noémie Corneau Girard and Jean-François Turgeon have respectively held the same position or other functions within Kaleido Growth Inc. However, some new officers were appointed. During the past five years, Anne Girard was Senior Advisor, Financial Risk Management, at Desjardins Assurances générales, Executive Director at Cliniques Pro Active Santé and Senior Director, Distribution Network Support, at Industrielle Alliance. Jean-Stéphane Parent was successively Vice-President, Head of Wealth Management, Vice-President, Private Banking and Branch Network, and Vice-President, Private Banking and Mutual Funds at Banque Laurentienne. Julie Cyr held the position of Sales Director, Life and Health Insurance, at Desjardins Assurances. Hugo Côté held the position of Vice-President, Business Development, at Banque Laurentienne. Hélène St-Hilaire, for her part, was a partner at Décarie Recherches de cadres, Senior Consultant, Strategy and Organizational Transformation, at Humance and Strategic Management Consultant, Human Resources, Operations, at R3D (a company specialized in digital solutions).

## Cease trade orders and bankruptcies

To Kaleido Growth Inc.'s knowledge, no director or senior executive of Kaleido Growth Inc., the Foundation or the plans is, as of the date of this prospectus, or has been, during the 10 years prior to the date of this prospectus, a board member, executive or head of the finance department of another issuer which, (i) while this person held that position, was prohibited from trading or subject to a similar order, or was denied the right to claim any exemption stipulated by securities laws for more than 30 consecutive days, or (ii) after leaving such a position as a result of an event that occurred while holding office, was prohibited from trading or subject to a similar order or was denied the right to claim an exemption provided for by securities laws for more than 30 consecutive days.

To Kaleido Growth Inc.'s knowledge, no board member or senior executive of Kaleido Growth Inc., the Foundation or the plans is, on

the date of this prospectus, or has been during the 10 years prior to the date of this prospectus, a director or executive of an issuer which, when this person held this office or during the year after this person left office, filed for bankruptcy, made a proposal under bankruptcy or insolvency laws, was subject to or instituted any legal proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

To Kaleido Growth Inc.'s knowledge, no board member or senior executive of Kaleido Growth Inc., the Foundation or the plans has, during the 10 years prior to the date of this prospectus, filed for bankruptcy, made a proposal under bankruptcy or insolvency laws, was subject to or instituted any legal proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

## Trustee

Eterna Trust Inc.  
801 Grande Allée Ouest, Suite 210  
Quebec City, Quebec G1S 1C1

Kaleido Growth Inc. is usually responsible for selecting the trustee. However, this choice must be made in the best interests of the subscribers and beneficiaries, in accordance with the Foundation's mission and its general strategy. In addition, the chosen trustee must be a resident of Canada and hold a licence authorizing it, under federal and Quebec legislation, to offer its services to the public.

Under the terms and conditions of an agreement entered into on February 1, 2022 between Kaleido Growth Inc., the Foundation and Eterna Trust Inc., the latter was given the responsibility of acting as trustee for the plans. Trust Eterna Inc. is a trust company licensed under the Trust and Savings Companies Act (Quebec).

As such, the trustee safeguards and keeps in trust, for the benefit of the persons entitled thereto under the plans, the plans' assets,



transferred, contributed, paid or entrusted to it, in order to constitute the plans' assets to be invested and managed, including the contributions and the income on the contributions, until these amounts are reimbursed or paid to those entitled to them in compliance with the terms governing these plans and the RESPs. Some of these functions may be delegated to Kaleido Growth Inc. and to the custodian.

In the event Kaleido Growth Inc. or the Foundation refuses or is unable to act under an applicable law or regulation or pursuant to an order, judgment, decision, decree or directive issued by a court or a government, or an administrative, judicial, quasi-administrative or quasi-judicial authority, the trustee has agreed to act on behalf of the manager. It then fulfills the responsibilities of the stakeholder it is replacing and, in this respect, the provisions of the plans and of the related RESPs governing the replaced stakeholder then apply to the trustee, with the necessary adjustments.

Pursuant to the terms of the trust agreement, the trustee receives an annual fee of \$34,000 for the performance of its duties for all the scholarship plans promoted by the Foundation, which is paid from the investment income on the Plan's assets corresponding to the accumulated balances in the subscriber accounts. The trustee may resign and the manager may relieve the trustee of its duties by giving the other party 90 days' notice in writing.

Kaleido Growth Inc. may, at any time it deems it appropriate and in the best interest of the subscribers, the beneficiaries or the Foundation's mission and general strategy, by way of a separate agreement with the trustee, substitute or add one or more other trustees for any of the plans, without the subscribers' prior consent.

## Foundation

The Kaleido Foundation  
1035 Avenue Wilfrid-Pelletier, Suite 500  
Quebec City, Quebec G1W 0C5

The Kaleido Foundation (the "Foundation") is a non-profit organization constituted in 1964 with the mission to: "Help each child attain their potential by supporting them on their journey in building tomorrow's society."

The Foundation oversees direction and management of the Plan by Kaleido Growth Inc. Such oversight may be exercised under the authority of the trust agreement and the separate agreements entered into for that purpose by the Foundation and Kaleido Growth Inc. Oversight may, for instance, take the form of consultations prior to retaining the services of the Plan trustee, custodian, portfolio managers, or auditors, or the Foundation exercising its right to require that Kaleido Growth Inc. give appropriate instructions to the custodian to ensure that the latter makes the payments required at the end of the Plan, including EAPs.

# Information about the Kaleido Foundation

## Foundation's directors and officers

The directors of the Foundation are (in alphabetical order):

Name and municipality of residence	Main function
<b>Albert Caponi, CPA, CA</b> <sup>(1) (2) (5)</sup> Montreal, Quebec Foundation Director since 2011	Chief Financial Officer, Scale Ai (AI investment and innovation hub)
<b>Michel Després, ASC</b> <sup>(4) (5)</sup> Quebec City, Quebec Foundation Director since 2023	Corporate Director
<b>François Ducharme</b> <sup>(1) (2) (5)</sup> Quebec City, Quebec Foundation Director since 2020	Founding Partner and General Manager, Quebec City office TACT Intelligence-Conseil inc. (public relations and communications services)
<b>Isabelle Gosselin, CRIA</b> <sup>(4) (5)</sup> Montreal, Quebec Foundation Director since 2023	Executive Vice President, Addenda Capital Inc. (investment management company)
<b>Isabelle Grenier, LL. B</b> <sup>(5)</sup> Saint-Augustin-de-Desmaures, Quebec Foundation Director since 2018	President and CEO of Kaleido Growth Inc.
<b>Michel Jalbert</b> <sup>(3) (5)</sup> Mansonville, Quebec Foundation Director since 2023	Corporate Director
<b>François Lavoie, B.A.A, B.A., Adm. A.</b> <sup>(3) (4) (5)</sup> Quebec City, Quebec Chairman of the Board, Foundation director since 2016	Corporate Director
<b>Paule-Anne Morin, Adm.A., CMC, ASC, C.Dir.</b> <sup>(1) (2) (5)</sup> Quebec City, Quebec Foundation Director since 2020	Corporate Director
<b>Jacques Topping, CPA, CA, MBA, ASC</b> <sup>(4) (5)</sup> Quebec City, Quebec Foundation Director since 2013	President, MissionBis inc. (holding company)
<b>Christian Trudeau</b> <sup>(1) (2) (5)</sup> Magog, Quebec Foundation Director since 2021	President, Optimista Consulting Services Inc. (corporate finance advisory services)
<b>Geneviève Verrier, MBA, DESS, ASC</b> <sup>(3) (4) (5)</sup> Sainte-Julie, Quebec Foundation Director since 2019	Founding President, Blue Horizon Investments (holding company)

1. Foundation's audit and risk management committee
2. Kaleido Growth Inc.'s Audit and Risk Management Committee
3. Kaleido Growth Inc.'s Investment Committee
4. Kaleido Growth Inc.'s Human Resources and Governance Committee
5. Board of Directors of Kaleido Growth Inc.





Over the past five years, several directors have respectively held the same position. However, the main functions of certain directors have changed, namely, Albert Caponi, who held the position of Vice President, Finance and Administration and Chief Financial Officer at Aéroports de Montréal; Isabelle Grenier, who was Vice President, Corporate Affairs followed by Executive Vice President at Kaleido Growth Inc.; François Lavoie, who was Senior Vice President, Wealth Management at Professionals' Financial; and Geneviève Verrier who was President and CEO of ALPHA Assurances. Isabelle Gosselin has held the positions of Vice-President Human Resources and successively Vice-President Human Resources and Corporate Projects at Professionals' Financial. Michel Després was President and CEO of Retraite Québec. Michel Jalbert was Senior Vice President at Addenda Capital.

The Foundation publishes the Management Report on Fund Performance annually. It is filed with the securities authorities at sedarplus.com and on our website at kaleido.ca and is available free of charge.

### Independent Review Committee

In accordance with the requirements of Regulation 81-107 respecting Independent Review Committee for Investment Funds, the manager has set up an independent review committee (hereinafter, the "IRC") consisting of three persons with no significant relationship with the Foundation, Kaleido Growth Inc., or an affiliated entity. The IRC acts for each scholarship plan promoted by the Foundation.

With respect to conflict of interest issues, Regulation 81-107 stipulates that, as an investment fund manager and in keeping with its obligations under securities legislation, the manager of each plan must, for each issue it is required to submit to the IRC:

- Establish written policies and procedures, either to oversee the management of such issues or to prevent potentially damaging effects for subscribers;
- Submit these policies and procedures to the IRC.

The IRC is an independent body that is integrated within the governance structure of the plans, the action of which is intended to improve the quality of management through the supervision of conflict of interest issues that may arise in the administration, asset management, or operations of the plans.

In this context, a "conflict of interest issue" is:

- A situation in which a reasonable person considers that Kaleido Growth Inc. or an affiliated entity has an interest that may conflict with its ability to act in good faith in the interest of the Plan;
- A provision relating to conflicts of interest or related operations that prohibits a Plan, Kaleido Growth Inc., or an affiliated entity from executing a proposed trade or imposes restrictions in this respect.

The IRC's role basically consists in reviewing conflict of interest issues submitted to it by Kaleido Growth Inc. for decision or approval, as the case may be, and to perform any other function required by securities legislation, the IRC charter, and the Foundation's policies and procedures.

The Committee members are:

Pierre Lapointe, FCPA, FCA, ASC	IRC Chair and member since 2018
Jacques Jobin, LL.B., ASC	Member since 2020
Nicole Bilodeau	Member since 2021

The IRC must prepare, in each fiscal year of the plans and no later than the date on which it files its annual financial statements, a report to subscribers describing its membership and activities. The report is available on the Foundation's website at kaleido.ca and can also be obtained free of charge by submitting a request to info@kaleido.ca.

### Foundation's Audit and Risk Management Committee

The audit and risk management committee is mandated by the Foundation's board of directors to ensure the integrity of the Foundation's and Plan's financial information, represent the Foundation with external auditors, and oversee the organization's risk management.

The Committee is currently composed of four unrelated and independent directors: Albert Caponi, François Ducharme, Paule-Anne Morin and Christian Trudeau.

### Kaleido Growth Inc.'s Audit and Risk Management Committee

The Audit and Risk Management is mandated by Kaleido Growth Inc.'s board of directors to ensure the integrity of the financial information relating to Kaleido Growth Inc., represent Kaleido Growth Inc. with external auditors and oversee the organisation's risk management.

The Committee is currently composed of four unrelated and independent directors: Albert Caponi, François Ducharme, Paule-Anne Morin and Christian Trudeau.

### Kaleido Growth Inc.'s Human Resources and Governance Committee

The Human Resources and Governance Committee is mandated by Kaleido Growth Inc.'s board of directors to examine human resources and compensation policies, practices and organisational structures and to ensure the integrity of Kaleido Growth Inc.'s financial information. It is also mandated to ensure the quality of the governance structures and mechanisms of the Fondation and Kaleido Growth Inc. and to make appropriate governance recommendations to them, as applicable. It monitors governance and best practice trends. It reviews ethical cases that are submitted to it as well as conflict of interest issues that are not under the IRC's responsibility.

The Committee is currently composed of five unrelated and independent directors: Michel Després, Isabelle Gosselin, François Lavoie, Jacques Topping, and Geneviève Verrier.

### Kaleido Growth Inc.'s Investment Committee

The investment committee is mandated by Kaleido Growth Inc.'s board of directors to oversee the development of investment policies for the scholarship plans promoted by the Foundation, including the Sustainable Investment Policy. It is responsible for

# Information about the Kaleido Foundation

recommending portfolio managers to Kaleido Growth Inc. for appointment or, if necessary, removal and for reviewing portfolio manager performance. The committee oversees the implementation of its policies in the interest of plan subscribers and beneficiaries.

The committee currently consists of three unrelated and independent directors: Michel Jalbert, François Lavoie and Geneviève Verrier.

## Remuneration of directors, officers, trustees and Independent Review Committee members

The plans have no board of directors, officers or employees.

The independent directors of the Foundation and the manager receive attendance fees for Board meetings or for any other committee meeting, along with an annual allowance. The directors receive an attendance fee of \$1,500 per meeting as well as an annual allowance of \$5,000. The Chair of the Board of Directors of the Foundation and the manager receive a shared annual allowance of \$20,000. Directors who are on a committee of the board of directors are not entitled to an annual allowance, but receive an additional attendance fee of \$1,000 per meeting, with the exception of Chairs, who only receive an annual allowance of \$5,000. This compensation is paid out of the administration fees. The amounts paid in that respect in the last fiscal year will be reported after the end of the first fiscal year of the plans.

IRC members are remunerated for attending meetings or for any special duties by the scholarship plans promoted by the Foundation. Regular IRC members receive an attendance fee of \$1,500 per meeting and an annual allowance of \$3,500. The chair receives an attendance fee of \$1,750 per meeting and an annual allowance of \$6,000.

Trust Eterna Inc. acts as trustee for the scholarship plans promoted by the Foundation and receives a flat fee of \$34,000 per year for all the scholarship plans. These fees are invoiced to the various scholarship plans according to the average value of their respective assets under management.

## Portfolio managers

To implement the investment policies for the plans' assets and manage the investment portfolios that were set up accordingly, Kaleido Growth Inc. retained the services of securities advisors registered as portfolio managers under securities legislation. The companies are Fiera Capital Corporation and AlphaFixe Capital inc. The portfolio managers are not entities related to Kaleido Growth Inc. or the Foundation.

AlphaFixe Capital inc. manages the plans' cash, cash equivalents and fixed-income securities, whereas Fiera Capital Corporation manages the plans' variable-income securities.

The portfolio managers research, select, purchase, and sell securities in accordance with the qualitative and quantitative limits established in the investment policies. The portfolio managers may enter into brokerage agreements in managing their portfolio. By delegation of Kaleido Growth Inc. and in accordance with its instructions, as applicable, they exercise the voting rights relating to the investments thus made within the framework of their respective mandates and

with a view to complying with the objectives of the investment policies. The proxy voting reports prepared by the portfolio managers are available on our website at [kaleido.ca](http://kaleido.ca).

However, Kaleido Growth Inc., at its investment committee's recommendation, reserves the right to exercise part or all of the voting rights by communicating its intention to securities advisors in a timely manner.

## Fiera Capital Corporation

Fiera Capital Corporation ("Fiera Capital") is a global independent asset management firm with over CAN\$161.7 billion in assets under management as at December 31, 2023. Fiera Capital offers customized multi-active solutions across traditional and alternative asset classes to institutional, retail, and private wealth clients across North America, Europe, and key markets in Asia. Fiera Capital strives to be at the forefront of investment management science and is passionate about creating sustainable wealth for its clients.

Fiera Capital recognizes that the investment landscape is constantly evolving. Its teams seek to leverage the most diverse and innovative offerings in this global industry to develop strategies that meet the needs of every client, wherever they are located. Fiera Capital aspires to extend its global reach and is committed to always providing the best solutions while striving for excellence.

As a public company, Fiera Capital adheres to the highest governance and risk management standards and operates with transparency and integrity to create long-term value for its clients and shareholders. Fiera Capital is traded under the ticker symbol FSZ on the Toronto Stock Exchange.

The persons primarily responsible for the delivery of portfolio management services by Fiera Capital for the plans are:

Name and title	Length of service with the portfolio advisor	Experience in the business sector
<b>Charles Lefebvre</b> Vice President and Senior Portfolio Manager, Fixed Income	5 years	28 years
<b>Luc Bergeron, M.Sc.</b> Vice President and Portfolio Manager, Fixed Income	5 years	29 years
<b>Nessim Mansoor, CFA</b> Vice President and Principal Portfolio Manager, Equity	7 years	26 years
<b>Nicholas Smart, CFA</b> Vice President and Senior Portfolio Manager, Canadian Equity	7 years	15 years
<b>Guneet Sahni, CFA, MBA</b> Senior Equity Analyst	3 years	17 years

The services are mainly provided in Montreal, Quebec, and Toronto, Ontario.



## AlphaFixe Capital Inc.

Founded in 2008 by experienced managers, AlphaFixe Capital is an investment management firm specializing in fixed income. Based in Montreal, AlphaFixe Capital primarily serves institutional clients made up of pension funds, insurance companies, religious communities, and foundations. AlphaFixe Capital offers a full range of strategies specific to the bond market.

AlphaFixe Capital's mission is to create constant added value by promoting a fundamental approach based on the intrinsic value of the assets and a limited risk tolerance model. To do so, AlphaFixe Capital uses five distinct sources of added value that can be deployed based on different market opportunities. In addition, an internal bond issuer valuation model includes ESG considerations.

The persons primarily responsible for the delivery of portfolio management services by this firm to the plans are:

Name and title	Length of service with the portfolio advisor	Experience in the business sector
<b>Stéphane Corriveau, ASA</b> President and Managing Director	15 years	32 years
<b>Sébastien Rhéaume, CA, CFA</b> Managing Director	15 years	32 years

The services are provided exclusively in Montreal, Quebec.

## Details of portfolio management contracts

The portfolio managers manage the plans' assets in accordance with the mandates signed with Kaleido Growth Inc. and the specific mandates assigned to them. The mandates include the obligation to comply with investment policies and the limits they establish, as well as the obligation to comply with the legal requirements imposed by securities legislation. The managers have a duty to review, recommend, and make investment decisions. Portfolio management mandates may be terminated at any time upon 30 days' written notice between the parties.

## Principal distributor

Kaleido Growth Inc.  
1035 Avenue Wilfrid-Pelletier, Suite 500  
Quebec City, Quebec G1W 0C5

Through its sales force of nearly 85 scholarship plan representatives and its administrative staff, Kaleido Growth Inc. acts as principal distributor of the plans, in accordance with current securities legislation and tax laws. Kaleido Growth Inc. has been involved in this type of activity since March 2, 1964, and has done so for the plans under an agreement dated July 9, 2010, as amended on March 2, 2022.

As Kaleido Growth Inc. acts as the distributor and manager of the plans, these are considered "connected issuers" of Kaleido Growth Inc. as defined in Regulation 33-105 Respecting Underwriting Conflicts.

The Foundation may terminate its contract with Kaleido Growth Inc. for the sale and distribution of scholarship plans in the event of a serious breach of Kaleido Growth Inc.'s obligations.

## Dealer compensation

The plans pay an annual administration fee to Kaleido Growth Inc., which acts as the scholarship plan dealer, investment fund manager and distributor. This fee is drawn from each plan's assets and is used to pay for the duties carried out by Kaleido Growth Inc.

The annual administration fee is 1.65% (excluding applicable taxes) of the assets under management, and is used to pay for the administration costs of each plan, with the exception of the IRC fee, which is paid directly from the assets of the scholarship plans promoted by the Foundation, in accordance with securities legislation.

At the end of each fiscal year, Kaleido Growth Inc. receives a refund from Humania Assurance Inc. corresponding to the portion of premiums not required to ensure the financial soundness of the optional group life and disability insurance plan that was offered to subscribers until December 20, 2023. The amount of the refund is determined according to a predetermined formula which takes into account various factors such as the cost of losses incurred, solicitation costs and costs incurred by Kaleido Growth Inc. in carrying out its role as plan administrator, costs incurred by the insurer to perform administrative duties not delegated to Kaleido Growth Inc., the insurer's assumption of risk and profit and the insurance tax payable by the insurer. Kaleido Growth Inc. ceased the distribution of group life and disability insurance related to the plans on December 21, 2023.

Scholarship plan representatives are primarily compensated through commissions paid for services rendered. They may therefore receive a flat fee for opening an account as well as a commission calculated based on the amount of contributions paid by the subscriber during the 12 to 24 months after the account is opened or the contributions the subscriber agreed to pay during that period. They may also receive a commission calculated according to the contributions under management, a bonus calculated based on new commitments, as well as a bonus for opening an RESP for a beneficiary whose family is eligible for the Canada Learning Bond. If applicable, the representatives' compensation is paid by Kaleido Growth Inc. directly from the administration fees.

As compensation, representatives may also win prizes, participate in contests, or receive awards at an annual corporate event. All the expenses paid by Kaleido Growth Inc. for these incentives are taken from its own funds and are not charged to the subscribers, beneficiaries, or plans.

For the fiscal year ended December 31, 2023, the total sales fees (commissions and sign-up bonuses, trailing commissions, contests, and promotional or educational activities) incurred by Kaleido Growth Inc. represent approximately 22% of the administration fees Kaleido Growth Inc. received from all the scholarship plans previously set up during that period. The proportion of administration fees devoted to sales fees for the plans could, depending on the situation, be substantially different for the current fiscal year and will be reported after the end of the current fiscal year.

# Information about the Kaleido Foundation

## Custodian

CIBC Mellon Trust Company  
1 York Street  
Toronto, Ontario M5J 4A6

Under the terms of the trust agreement, Kaleido Growth Inc. may retain the services of such custodian as it deems appropriate, at its discretion.

Pursuant to the terms and conditions of an agreement entered into by Eterna Trust Inc., Kaleido Growth Inc. and CIBC Mellon Trust Company on October 17, 2016 and amended on May 22, 2020 and March 30, 2022, CIBC Mellon Trust Company acts as the custodian for each scholarship plan promoted by the Foundation.

In this capacity, the custodian receives the contributions to be credited to the subscriber accounts as well as the government grants, income earned on the plan's assets and the net gains transferred to Kaleido Growth Inc. by the subscribers to be credited to the latter's account.

The custodian ensures the safekeeping of the securities and other forms of investments in which these funds are invested.

At the subscriber's request, and in accordance with the provisions of the plan concerned, the custodian reimburses the subscriber, from the plan's assets, the amount of the subscriber's contributions that must be reimbursed to the latter, if applicable, according to the terms of the plan, as directed by Kaleido Growth Inc. on behalf of the trustee. The custodian also reimburses, from the plan's assets, the government grants paid by the Government of Canada or the Government of Quebec, as the case may be, under the conditions stipulated by the tax laws governing the plan concerned.

The custodian's fee is paid directly from the investment income on the cumulative assets in the subscribers' accounts. The fee is calculated as follows: 0.009% of the average annual assets under management, \$8 per transaction and \$15 per electronic transfer.

The service agreement between Kaleido Growth Inc. and the custodian is in effect for five years, but either party may terminate the agreement before then by giving the other party 90 days written notice. At the end of the five-year period, the agreement is automatically renewed for another five-year term, unless the parties agree otherwise in writing.

## Auditors

Deloitte LLP  
801 Grande Allée Ouest  
Quebec City, Quebec G1S 4Z4

## Transfer agent and registrar

Kaleido Growth Inc.  
1035 Avenue Wilfrid-Pelletier, Suite 500  
Quebec City, Quebec G1W 0C5

Kaleido Growth Inc. provides administrative services, specifically with regard to the keeping of books and records of account, and the

maintaining of files. It keeps separate accounting of the subscribers' accounts and provides the custodian with access to this compiled data to enable reconciliation with the accounting of the subscribers' accounts maintained by the custodian.

## Promoter

The Kaleido Foundation  
1035 avenue Wilfrid-Pelletier  
Suite 500  
Quebec City, Quebec G1W 0C5

The Foundation, a resident of Canada, promotes the following scholarship plans: **IDEO+** Conservative Plan, **IDEO+** Adaptive Plan, **IDEO+** Responsible Plan, REFLEX Plan, UNIVERSITAS Plan and INDIVIDUAL Plan.

## Designated website

The plans are required to post certain regulatory disclosure documents on a designated website. The designated website for the plans to which this document relates is [kaleido.ca](http://kaleido.ca).

## Ownership of investment fund manager and other service providers

Kaleido Growth Inc. is a wholly owned subsidiary of the Kaleido Foundation.

## Experts who contributed to this prospectus

The issues covered under "What are the tax implications of the Plan?" on 15 and some other legal issues related to the Plan were reviewed by Lavery, de Billy, LLP. This expert holds an interest of less than 1% in the plans and no interest in Kaleido Growth Inc.

The plans' financial statements are audited by Deloitte LLP, which is independent of the plans and of Kaleido Growth Inc., in accordance with the Quebec Code of Ethics of Chartered Professional Accountants.

## Matters affecting subscribers

### Meetings of subscribers

Certain changes to the contract, a declaration of trust or the trust agreement affecting the rights of subscribers or beneficiaries may only be made with the consent of Kaleido Growth Inc., the trustee and the subscribers. If applicable, Kaleido Growth Inc. or the trustee shall convene a meeting of the subscribers with at least 21 days' notice to review and approve any other changes. A resolution of the subscribers may be passed by a simple majority of the votes cast by the subscribers at a meeting or represented by proxy. Subscribers are not entitled to vote unless they are affected by the change. Each affected subscriber is entitled to one vote per scholarship plan held, regardless of the number of contracts in the subscriber's name. For the purposes of this paragraph, it is possible to be a subscriber to more than one scholarship plan promoted by the Foundation. A plan's subscribers must vote separately if they are affected differently from subscribers of the other plans.



## Matters requiring subscriber approval

Changes affecting the rights of subscribers or beneficiaries that cannot be made by Kaleido Growth Inc. and the trustee without consulting them in advance **must be submitted to subscribers for approval**. To find out what changes may be made by Kaleido Growth Inc. and the trustee without consulting the beneficiary or subscriber, please see the section “Making changes to your contract” on pages 31, 44 and 58 of this Detailed Disclosure for each plan.

Any changes made to the contracts by Kaleido Growth Inc. and the trustee must first be recommended by the Independent Review Committee. Such a recommendation is then submitted to the Board of Directors of Kaleido Foundation and Kaleido Growth Inc. for approval.

## Amendments to the trust agreement

The Foundation and the trustee may act jointly, without need of approval of the subscribers, to make any changes to the trust agreement and trust declarations, including, without being limited to:

- Management of a plan or any administrative change, provided that such changes are not likely to adversely affect the subscribers and beneficiaries involved;
- Addition of extra protection or benefits for subscribers or beneficiaries
- Maintaining the status of a Plan in accordance with tax laws.

However, amendments to the provisions of the trust agreement or a trust declaration aimed at resolving a reasonably important issue for subscribers and beneficiaries, other than a matter referred to in the preceding paragraph, may only be made with the consent of subscribers in the form of a resolution obtained at a meeting in accordance with the procedure stipulated in the trust agreement. For example, a change to a plan's fundamental investment objectives would require subscriber approval in the form of a resolution.

## Reporting to subscribers and beneficiaries

In March of each year, management's report on the plans' performance and the annual audited financial statements as at December 31 are sent to subscribers who have submitted a request in writing, along with the statements of account. The interim financial statements as at June 30 are also sent to any subscriber who requests them in writing.

To this end, we contact each subscriber annually to confirm whether they wish to receive the annual and interim financial statements. The financial statements are available on the website of the Canadian Securities Administrators at [sedarplus.com](http://sedarplus.com) and on our website at [kaleido.ca](http://kaleido.ca).

## Business practices

### Our policies

We have put in place policies and procedures for the sound management of the scholarship plans promoted by the Foundation in accordance with securities regulations and applicable laws. The Foundation's board of directors has set up a risk management policy aimed at, among other things, creating a culture informed about risks, recognizing that risk management is a shared responsibility,

ensuring that risk management is incorporated into everyday business practices and strategic decision-making, and ensuring that risks and risk management strategies are identified, communicated and assessed on an ongoing basis.

Most members of the Board of Directors of the Foundation and Kaleido Growth Inc. and the committee members are independent, as defined under sections 1.4 and 1.5 of Regulation 52-110 Respecting Audit Committees. The Foundation's board of directors, through its Governance Committee, regularly evaluates a director's independence using information provided annually through a written declaration disclosing a director's business relationships with the Foundation or Kaleido Growth Inc., their nature and their cost. It then reviews as needed the independence evaluation conducted by the Governance Committee.

The Foundation's Board of Directors and the Board of Directors of Kaleido Growth Inc. have adopted a Code of Ethics and Conduct which directors must follow. The rules in the Code are in addition to the obligations incumbent upon the directors pursuant to the laws and regulations governing the Foundation or Kaleido Growth Inc., as the case may be, enacted by regulatory organizations.

As manager of the scholarship plans, Kaleido Growth Inc. is responsible for overseeing and supervising the business and sales practices. With this in mind, we have set up a Policies and Procedures Manual setting out the policies and procedures respecting the plans' investments, including the current know-your-client rules, conflict of interest policies and regulatory compliance. A dedicated compliance team is responsible for ensuring that our policies and procedures are continually updated to reflect the latest changes and that the entire sales team is made aware of them.

In addition, in collaboration with the IRC and the Audit and Risk Management Committee, we regularly oversee the proper application of policies and procedures as well as investment policy restrictions. In accordance with Regulation 81-107 Respecting Independent Review Committee for Investment Funds, the IRC reviews all matters involving conflicts of interests submitted to it by the Foundation and Kaleido Growth Inc. or those it has identified on its own.

## Brokerage agreements

The portfolio managers research, select, buy and sell securities according to the qualitative and quantitative limits established in the investment policies for the plans. In managing the portfolios entrusted to them, they may enter into brokerage agreements. Transactions leading to brokerage fees for the plans may occasionally be entrusted to brokers in exchange for products or services other than executing orders. According to Regulation 23-102 Respecting Use of Client Brokerage, such goods and services are limited to goods and services related to order execution as well as research-related goods and services, such as advice, reports and analysis concerning securities, economic trends or portfolio strategies, or access to a database or software. In every case, the portfolio managers ensure that the goods and services are used to assist with investment or trading decisions for the plan portfolios and that they provide reasonable benefit considering the amount paid. The portfolio managers to whom Kaleido Growth Inc. entrusts the management of the plan portfolios have policies respecting the use of brokerage fees which guide the choice of brokers and ensures the best order execution, in addition to other goods and services. Among

# Information about the Kaleido Foundation

other things, the managers assess the price and speed of execution, the nature and characteristics of the transaction, the broker's clearing and settlement capacities, as well as the quality of the research goods and services provided. The name of the brokers providing such products or services in return for brokerage fees may be obtained by contacting Kaleido Growth Inc. at 1-877-710-RESP (7377) or by email at [info@kaleido.ca](mailto:info@kaleido.ca).

## Valuation of portfolio investments

The scholarship plans promoted by the Foundation qualify under IFRS as investment entities since they hold and manage funds from investors (subscribers) with the aim of achieving returns by way of capital appreciation and investment income. In addition, the scholarship plans assess the performance of these investments based on fair value.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in a normal transaction between market participants on the valuation date, whether the price is directly observable or estimated using a valuation technique or not. When estimating the fair value of an asset or liability, scholarship plans take into account the characteristics of the asset or liability if that is what market participants would do to price the asset or liability at the valuation date.

The fair value of cash, sales pending settlement, dividends receivable, interest receivable, CESP receivable, QESI receivable, experience refunds receivable, other accounts receivable, purchases pending settlement, QESI to be reimbursed, as well as suppliers and other accounts payable correspond approximately to their carrying amounts due to their short-term maturity.

The fair value of security investments, ETFs and index fund units is established from the bid price values. For short-term investments and bonds, if prices on active markets are not available, fair value is determined using standard valuation methods, such as a model based on discounting expected cash flows or other similar techniques. For mutual funds which are not ETFs, the fair value corresponds to the net asset value on the evaluation date. These methods take into account current observable market data for financial instruments with a similar risk profile and comparable terms and conditions. The key data used in these models include yield curves and credit risk. The custodian has confirmed that since assuming responsibility for providing the valuation of the securities in the portfolio of plans promoted by the Foundation in August 2008, it has not deviated from the valuation methods described.

The fair value of the net assets attributable to the accounts corresponds to its carrying amount, since it represents the residual amount allocated to account holders and beneficiaries at the closing date.

## Proxy voting

Exercise of proxy voting rights on portfolio securities is delegated to portfolio managers, who perform this duty with a view to meeting investment policy objectives.

You can obtain, upon request and free of charge, the proxy materials of a plan for the most recent period (ended on June 30) after August 31 of the same year on the Foundation's website at [kaleido.ca](http://kaleido.ca).

AlphaFixe Capital Inc. does not manage any investments with voting rights for the plans. Fiera Capital Corporation implements proxy voting policies and procedures to create and enhance the economic value of its clients' portfolios. This involves voting with the board of directors of the corporations seeking proxies, who, as representatives of the plan, must act in the best interests of the plan.

Whenever possible and appropriate, portfolio managers apply active shareholding and engagement practices with portfolio issuers by voting by proxy at shareholder meetings and/or dialoguing with the officers of issuers in order to guide them toward ESG best practices. On the other hand, if the portfolio managers believe that a proposal will unduly increase risk or reduce the economic value of the plan, or is not in the best interests of the plan, their votes will go against those of the board of directors. They may also decline to participate in a vote if they consider it to be in the best interest of the plan.

Kaleido Growth Inc., at the recommendation of the Investment Committee, reserves the right to exercise its voting rights by giving the portfolio manager reasonable notice of its intention to do so.

The policies and procedures followed by the scholarship plan in the exercise of the voting rights by proxy with respect to the portfolio securities may be obtained upon request at no charge by calling 1-877-710-RESP (7377) or by writing to Kaleido Growth Inc. at 1035 Avenue Wilfrid-Pelletier, Suite 500, Quebec City, Quebec G1W 0C5.

## Conflicts of interest

Kaleido Growth Inc. is a wholly owned subsidiary of the Foundation, which acts as the promoter of the plans and whose mission is to oversee the administration and management of the plans. Situations may therefore potentially arise in which there are conflicts of interest in relations between the Foundation and Kaleido Growth Inc. For more information on this topic, please see "Scholarship plan manager" on page 61 and "Independent Review Committee" on page 65.

## Key business documents

The Foundation and Kaleido Growth Inc. are parties to the following key contracts:

- 1) Scholarship Plan Agreements of the IDEO+ Conservative Plan, the IDEO+ Adaptive Plan and the IDEO+ Responsible Plan between the Subscriber and the Kaleido Foundation dated April 19, 2022. It sets out all the terms of the Plans along with the duties and responsibilities of each party when enrolling in a Plan.
- 2) Agreement between the Foundation and Kaleido Growth Inc. regarding the sale and distribution of scholarship plans, dated March 2, 2022. This agreement defines the responsibilities of Kaleido Growth Inc. as the exclusive distributor of the scholarship plans promoted by the Foundation.
- 3) Agreement between the Foundation and Kaleido Growth Inc. regarding exclusive business management, dated March 2, 2022. This agreement defines the services that Kaleido Growth Inc. provides as manager of the investment fund in support of the scholarship plans promoted by the Foundation.
- 4) Trust Agreement between the Foundation and the Trustee dated February 1, 2022. This agreement defines the responsibilities of Eterna Trust Inc. in the administration of the



scholarship plans promoted by the Foundation.

- 5) Agreement between the Foundation and the custodian dated March 30, 2022. This agreement defines the responsibilities of the custodian in charge of keeping the registers, CIBC Mellon Trust Company, in the management of the assets of the scholarship plans promoted by the Foundation.
- 6) Agreement between Kaleido Growth Inc. and Fiera Capital Corporation dated April 1, 2011. This agreement defines the powers and responsibilities of this portfolio manager. An amendment to this agreement was signed on March 19, 2014.
- 7) Agreement between Kaleido Growth Inc. and AlphaFixe Capital Inc. dated July 1, 2011. This agreement defines the powers and responsibilities of this portfolio manager. Amendments to this agreement were signed on August 31, 2015, January 15, 2020, August 21, 2023 and March 25, 2024.
- 8) Administration agreement between Eterna Trust Inc., the Foundation, and Kaleido Growth Inc. dated December 23, 2010. This agreement defines the services provided by the Foundation in relation to the scholarship plans it promotes. An amendment to this contract was signed on February 1, 2022.
- 9) Group insurance agreement between the Foundation and Humania Assurance Inc. dated March 15, 2022, relating to optional life and disability insurance previously offered to subscribers. This agreement came into effect on May 1, 2022 and governs life and disability insurance purchased before December 21, 2023.
- 10) Agreement between the Foundation and Employment and Social Development Canada (CESG and CLB) dated February 12, 2016. This agreement defines the conditions that apply for the receipt and administration of the Canada Education Savings Grant or the Canada Learning Bond, or both, as the case may be. An amendment to this agreement was signed on August 21, 2019.
- 11) Agreement between Kaleido Growth Inc. and Ministère du Revenu du Québec (QESI) dated June 30, 2008. This agreement defines the conditions for the implementation and administration of the Quebec Education Savings Incentive.
- 12) Agreement dated November 29, 2018 between Kaleido

Growth Inc. and Kaleido Financial Services Inc., which is wholly owned by Kaleido Growth Inc. and specializes in the distribution of insurance products. This agreement describes the services provided by Kaleido Growth Inc. as manager of Kaleido Financial Services Inc., as well as the remuneration received in return.

- 13) Partnership agreement between the Kaleido Foundation, Kaleido Growth Inc., and Educaid, a charitable organization that provides financial support to young people from less fortunate backgrounds to encourage them to stay in school, effective January 1, 2019. The purpose of the agreement is to confirm the special ties between the parties and their shared desire to support each other in their plans for growth, development and outreach.

Copies of the above documents are available during our business hours at 1035 Avenue Wilfrid-Pelletier, Suite 500, Quebec City, Quebec G1W 0C5.

## Legal matters

### Legal and administrative proceedings

On June 15, 2018, a motion seeking authorization to institute a class action against certain RESP providers, including the Kaleido Foundation and Kaleido Growth Inc., was filed. The applicant, Mr. Wang, is alleging that the defendants (including the Kaleido Foundation and Kaleido Growth Inc.), all of whom are RESP providers, have been charging enrollment fees that are higher than what the applicable legislation allows and/or abusive. **Plan subscribers and beneficiaries are not covered by this class action.**

The judgment authorizing the class action was rendered on March 30, 2021. Notices to members were issued and delivered as directed by the tribunal in July and August 2021. The basis of the applicant's claims has not been proven in court. The Kaleido Foundation and Kaleido Growth Inc. are contesting the motion. The court has not yet ruled on the class action or whether members of the group or subgroup will be compensated. It is currently not possible to predict the final outcome of the motion or its potential financial impact on the Kaleido Foundation or Kaleido Growth Inc., if applicable.







# Certificates

## DECLARATION OF PLANS

April 1, 2024

This amended version of the prospectus and the documents incorporated herein by reference constitute a full, true and clear disclosure of all material facts relating to the securities offered by this prospectus, as required by Quebec and New Brunswick securities legislation.

### **Kaleido Growth Inc.**

On behalf of the Plans, as Investment Fund Manager

(s) *Isabelle Grenier*  
President and CEO

(s) *Anne Girard*  
Vice President, Finance

### **The Kaleido Foundation**

On behalf of the Plans, as Promoter

(s) *François Lavoie*  
Chair of the Board of Directors

(s) *Geneviève Verrier*  
Vice-Chair of the Board of Directors

### **Trust Eterna**

As Trustee of the Plans

(s) *Paul Tardif*  
President and CEO

(s) *Robert Archer*  
Director

(s) *Cindy Gendron*  
Director of Finance

(s) *Jean Tardif*  
Director

## DECLARATION OF THE INVESTMENT FUND MANAGER

April 1, 2024

This amended version of the prospectus and the documents incorporated herein by reference constitute a full, true and clear disclosure of all material facts relating to the securities offered by this prospectus, as required by Quebec and New Brunswick securities legislation.

### **Kaleido Growth Inc.**

In its capacity as Investment Fund Manager

(s) *Isabelle Grenier*  
President and CEO

(s) *Anne Girard*  
Vice President, Finance

### **Board of Directors of Kaleido Growth Inc.**

On behalf of the Plans

(s) *François Lavoie*  
Chair of the Board of Directors

(s) *Geneviève Verrier*  
Director

## DECLARATION OF THE PRINCIPAL DISTRIBUTOR

April 1, 2024

This amended version of the prospectus and the documents incorporated herein by reference constitute a full, true and clear disclosure of all material facts relating to the securities offered by this prospectus, as required by Quebec and New Brunswick securities legislation.

### **Kaleido Growth Inc.**

In its capacity as Distributor

(s) *Isabelle Grenier*  
President and CEO



- 
- **IDEO+ Conservative Plan**
  - **IDEO+ Adaptive Plan**
  - **IDEO+ Responsible Plan**

Kaleido Growth inc.  
1035, Wilfrid-Pelletier Avenue  
Suite 500  
Quebec city, Quebec G1W 0O5

You can find additional information on the Plans in the following documents (when available):

- The most recent annual audited financial statements that were filed;
- The interim financial reports filed after the the annual financial statements;
- The latest annual management reports of fund performance that were filed.

These documents are incorporated by reference in this prospectus so they legally form an integral part of it as if they were printed in it.

You may obtain a copy free of charge by telephoning 1-877-710-RESP (7377), writing to us at [info@kaleido.ca](mailto:info@kaleido.ca) or reading them on our website at [kaleido.ca](http://kaleido.ca).

These documents and other information about the plans is also available at [sedarplus.ca](http://sedarplus.ca)

Kaleido Growth Inc. is a wholly-owned subsidiary of the Kaleido Foundation.