

FONDS D'AMORÇAGE TECHNOLOGIQUE CALL FOR TENDERS

Indicative Term Sheet – Limited Partnership Agreement

This document summarizes some of the main terms of the Limited Partnership Agreement (the « Agreement ») that will be used to form the Fonds d'amorçage technologique. The Agreement is available on the official website of Investissement Québec at: www.investquebec.com/fondsamorçage/. Please note that this term sheet is a working document provided to bidders for information purposes only.

- Business of the Partnership:** Invest, in the form of equity or quasi-equity, in the seed phase of technology companies based in Quebec.
- Limited Partners:** The limited partners include Investissement Québec, Fonds de solidarité des travailleurs du Québec (F.T.Q.), and FIER Partenaires, société en commandite, as well as private investors brought by the general partner.
- Decision-Making Process:** Certain important decisions require the prior consent of the limited partners, either through Special Majority Consent or Majority Consent. « Special Majority Consent » refers to the consent of (or the decision made by) each of: (i) Investissement Québec, (ii) Fonds de solidarité des travailleurs du Québec (F.T.Q.), (iii) FIER Partenaires, société en commandite, and (iv) limited partners that hold more than 50% of the total units held by limited partners other than those mentioned in (i), (ii) and (iii). « Majority Consent » refers to the consent of (or the decision made by) the limited partners that hold more than 50% of the total units held by the limited partners.
- Fund Size:** The fund will have a minimum size of \$ 41 250 000 and the minimum contribution of the private sector will be \$ 8 250 000. The contribution of the general partner will be equal to 1% of the total capital of the fund.
- Term:** Subject to the provisions concerning the dissolution of the limited partnership, the initial term of the limited partnership is 10 years. At the request of the general partner, the initial term may be extended for a maximum of two additional 1 year period, subject to obtaining a Special Majority Consent of the limited partners to that effect.
- Investment Period:** Refers to the period beginning on the date of execution of the Agreement and ending on the earliest of the following dates:
- a) the date on which • % of aggregate committed capital is either (i) invested or committed pursuant to authorized investment, or (ii) required for the payment of the limited

partnership's expenses that are unpaid, committed, accrued or are reasonably foreseeable during the initial term as well as for any extension;

- b) the date of the •th anniversary of the signing of the Agreement; and
- c) the date on which the investment period ends following a Special Majority Consent of the limited partners.

Capital Contributions:

The partners will commit, upon execution of the Agreement, to subscribe to a determined amount of capital (the « Committed Capital »). An initial capital contribution equal to • % of the Committed Capital will be made on the date of execution of the Agreement. Additional capital contributions will be funded following cash calls by the general partner. Subject to obtaining a Special Majority Consent of the limited partners, (i) no cash call shall exceed • % of the aggregate Committed Capital, and (ii) for each fiscal year, cash calls may not cumulatively exceed • % of the aggregate Committed Capital. The Agreement provides for various consequences applicable in the event that a partner fails to contribute his Committed Capital.

Management:

Subject to certain important decisions requiring the consent of the limited partners, the general partner has the responsibility to manage the business of the limited partnership.

Assignment:

It is forbidden to assign or to pledge the units, subject to certain pre-authorized assignments and to the right of a partner to assign his units in accordance with the provisions regarding the right to first offer provided in the Agreement.

Oversight Committee:

Investissement Québec, Fonds de solidarité des travailleurs du Québec (F.T.Q.) et FIER Partenaires, société en commandite, shall form, on the date of execution of the Agreement, an oversight committee, which will be mainly responsible for the oversight supervision of the investments and other business of the limited partnership in order to ensure the compliance with the Agreement and the investment policy.

Other Committees :

The general partner shall form an advisory committee having the mandate of •.

[Note to bidders: Bidders should specify the mandate and the composition of the other committees that they wish to implement. Each fund shall establish an advisory committee on which limited partners will be represented. The general partner may also establish an investment committee formed by recognized experts in the sectors targeted by the limited partnership.]

Distributions:

Subject to any legal requirements and to the applicable provisions of the Agreement, the General Partner decides on the moment and amount of all distributions. Subject to certain provisions provided for in the Agreement, all distributions made prior to the dissolution of the limited partnership shall only be made in cash.

Conflicts of Interest:

The Agreement sets out certain rules regarding conflicts of interest.

[Note to bidders: Bidders are invited to suggest the terms and conditions that will apply in the event that a limited partner has already, either directly or indirectly, been involved as an investor in a business where an investment is being considered as well as the conditions that may apply to co-investments.]

Allocation of Distributions:

Distributions shall be made in the following fashion and order:

- a) between partners, in proportion to their respective contributed capital and up to an aggregate amount equal to such contributed capital;
- b) between partners, in proportion to their respective contributed capital and up to the aggregate amount required to provide a cumulative yield composed annually of • % of the contributed capital; and
- c) the balance, according to the following proportions: (i) • % to the limited partners, in proportion to their respective contributed capital, and (ii) • % to the general partner.

[Note to bidders: As part of the call for tenders, the bidders are invited to confirm the applicable distribution formula in accordance with industry standards.]

Key Individual(s) :

The bidders shall appoint one or several key individual(s) that shall be devoted full-time to the business of the limited partnership and failing such full-time devotion, the investment period shall be suspended. The Agreement contains certain provisions with respect to the replacement of the key individual(s).

Management Fees :

The limited partnership will be responsible for all administrative fees incurred in good faith on behalf of the limited partnership or by the general partner. Subject to certain specific exclusions, management fees shall not exceed, on an annual basis, • % of the maximum capital of the limited partnership, excluding applicable taxes.

[Note to bidders: Percentage to be confirmed in accordance with industry standards.]

Deemed Resignation of the General Partner :

The Agreement provides for certain events where the general partner is deemed to have resigned, such as bankruptcy, insolvency, dissolution, liquidation, the exercise of activities other than those related to his functions as general partner, the non-observance of the Agreement, including the investment policy, or any other serious cause (*Motif valable*) (as defined in Agreement).

Removal of the General Partner :

The general partner may be removed upon a Special Majority Consent of the limited partners. The new general partner of the limited partnership is designated upon a Special Majority Consent of the limited partners.