

INVESTMENT AGREEMENT IMMIGRANT INVESTOR PROGRAM

Investment Agreement between

Last name: _____

Name at birth (if different): _____

First name: _____

Date of birth: _____

Permanent address: _____

Mailing address: _____

Home and business telephone numbers: _____

Citizenship: _____

Hereinafter called: **INVESTOR**

and

INDUSTRIAL ALLIANCE SECURITIES INC.

2200 McGill College Avenue, Suite 320, Montreal, Quebec H3A 3P8 Canada

Telephone: 514 499-1170

Toll-free: 1 800 361-7465

Fax: 514 499-1063

Hereinafter called: **FINANCIAL INTERMEDIARY**

F45-2A(10-12)



IMMIGRANT INVESTOR PROGRAM

PREAMBLE

WHEREAS THE INVESTOR wishes to settle in Quebec as a permanent resident within the meaning of the *Immigration and Refugee Protection Act* (S.C. 2001, c. 27);

WHEREAS THE INVESTOR meets the definition of investor within the meaning of the *Regulation respecting the selection of foreign nationals* (R.R.Q., c. I-02., r.4), hereinafter referred to as the "Regulation", an excerpt of which is reproduced in Schedule A hereto;

WHEREAS section 34.1 of the Regulation provides that a foreign national who wishes to obtain a Québec selection certificate as an investor must file with the *Ministre de l'Immigration et des Communautés culturelles*, hereinafter referred to as the "Minister", an investment agreement, hereinafter referred to as the "Agreement", signed with a financial intermediary and providing for the investment of a sum of \$800,000 with Investissement Québec or one of its subsidiaries;

WHEREAS the income generated by the investment by the INVESTOR will serve to finance:

- the *Programme des immigrants investisseurs pour l'aide aux entreprises*, hereinafter referred to as the "Program", to assist businesses undertaking a project for investment, technological innovation, design innovation or market development;
- the *Programme d'aide à l'intégration des immigrants et des minorités visibles en emploi*;
- steps taken to promote and sustain the performance of business immigration programs within the *Ministère de l'Immigration et des Communautés culturelles*;
- the fees of the financial intermediaries;
- the administration fees incurred by Investissement Québec or one of its subsidiaries.

WHEREAS THE FINANCIAL INTERMEDIARY meets the definition of an investment dealer or a trust company within the meaning of the Regulation;

WHEREAS THE FINANCIAL INTERMEDIARY has entered into an agreement with the Minister and Investissement Québec or one of its subsidiaries setting out their duties and obligations with respect to the Regulation and the Program;

WHEREAS THE FINANCIAL INTERMEDIARY is subject to the *Securities Act* (R.S.Q., c. V-1.1) or to *An Act respecting trust companies and savings companies* (S.R.Q., c. S-29.01) or to the *Trust and Loan Companies Act* (S.C. 1991, c. 45) and is required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (S.C. 2000, c. 17) as well as sections 83.1 and 83.11 of the *Criminal Code* (R.S.C. 1985, c. C-46);

The preamble forms an integral part of this Agreement.

1. PURPOSE OF THE AGREEMENT

- 1.1 This Agreement is intended to set out the rights, duties and obligations of the INVESTOR and of the FINANCIAL INTERMEDIARY with respect to the investment which the INVESTOR is to make, which investment shall represent one of the conditions necessary to obtaining a Québec selection certificate, as defined in the Regulation and, subsequently, to the INVESTOR obtaining permanent residence status within the meaning of the *Immigration and Refugee Protection Act* (S.C. 2001, c. 27).

2. INVESTMENT

- 2.1 The Regulation stipulates that the Agreement must provide for the investment, by the INVESTOR, of an amount of eight hundred thousand dollars (\$800,000), hereinafter referred to as the "Amount", with a FINANCIAL INTERMEDIARY who shall then transfer it to, and invest it with, IQ Immigrants Investisseurs inc., a subsidiary of Investissement Québec.
- 2.2 The term of the investment with IQ Immigrants Investisseurs inc. shall be five (5) years and shall be computed as of the date when such Amount shall be invested by IQ Immigrants Investisseurs inc.
- 2.3 Such date must come after the date on which the Minister shall have forwarded to the INVESTOR notice of its intention to issue to him a Québec selection certificate.

3. DUTIES OF THE INVESTOR

The INVESTOR undertakes to:

- 3.1 Deposit the Amount or any part of the Amount with the FINANCIAL INTERMEDIARY, in a separate client account and established in his name, no later than one hundred and ten (110) days after the forwarding of the notice of intent to issue a Québec selection certificate, for the purposes of the investment to be made with IQ Immigrants Investisseurs inc.;

The deposit of the Amount with the FINANCIAL INTERMEDIARY must be after the forwarding of the notice of intent to issue the Québec selection certificate by the Minister;

- 3.2 Disclose to the FINANCIAL INTERMEDIARY the following personal information: name, sex, date of birth, permanent address, home telephone number, citizenship, as well as a document certifying his identity, the number of such document and its place of issue;
- 3.3 Notify the Minister and the FINANCIAL INTERMEDIARY of any change to his name, permanent address or mailing address, citizenship or home or business telephone numbers within thirty (30) days following such change;
- 3.4 Deliver a copy of the following documents to the FINANCIAL INTERMEDIARY within ten (10) days after they have been obtained: notice of intent to issue a Québec selection certificate, the Québec selection certificate and the Canadian visa or the refusal of visa or of permanent residence, as the case may be.

4. DUTIES OF THE FINANCIAL INTERMEDIARY

The FINANCIAL INTERMEDIARY undertakes to:

- 4.1 Deliver to the INVESTOR a statement from the FINANCIAL INTERMEDIARY certifying the verification of the identity of the INVESTOR and describe the steps which it undertook to determine the source and origin of the assets of the latter, who shall append such statement to his application for the Québec selection certificate.
- 4.2 Receive the Amount or any part of the Amount from the INVESTOR, only after the forwarding of the notice of intent to deliver the Québec selection certificate by the Minister;
- 4.3 Open in Québec a separate client account in the name of the INVESTOR and deposit therein directly the Amount or any part of the Amount received from the INVESTOR;
- 4.4 Acknowledge receipt of the Amount from the INVESTOR within a reasonable time;
- 4.5 Invest the Amount with IQ Immigrants Investisseurs inc. as soon as practicable and no later than one hundred and twenty (120) days after the forwarding of the notice of intent to deliver the Québec selection certificate by the Minister, for the purposes provided in the Regulation and according to the applicable terms of the Program;
- 4.6 Hold only itself or by an authorized financial institution the Note to be issued by IQ Immigrants Investisseurs inc. until the payment of the Amount by IQ Immigrants Investisseurs inc.;
- 4.7 Obtain the written consent of the INVESTOR in respect of any transaction carried out through his account. The consent may be obtained by way of a power of attorney setting out the transactions to be made. The FINANCIAL INTERMEDIARY shall provide the Minister with evidence that it has obtained such consent;
- 4.8 Repay, upon maturity of the investment and subject to the debts and liabilities incurred by the INVESTOR towards the FINANCIAL INTERMEDIARY and any existing security, the Amount to the INVESTOR and file with the Minister a document certifying such repayment, within thirty (30) days following the maturity of the investment. In the event of a revocation of the investment, the terms of repayment provided for in Subsections 5.3 to 5.6 shall apply.
- 4.9 In all instances where a repayment to the INVESTOR shall be necessary prior to maturity, repay the Amount in the country of origin of the funds, even if the INVESTOR wishes his funds to remain in Canada; close the account of the INVESTOR, which was opened as part of the immigration file; carry out any subsequent transaction through a new account, as part of another relationship between the FINANCIAL INTERMEDIARY and the INVESTOR.

5. TERMINATION OF THE AGREEMENT PRIOR TO MATURITY

- 5.1 Upon coming into force, the Agreement may not be terminated prior to the transfer of the Amount from the FINANCIAL INTERMEDIARY to IQ Immigrants Investisseurs inc., except in the following circumstances:
 - the INVESTOR withdraws his application for a Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2, a. 3.3);
 - the application for the Québec selection certificate by the INVESTOR within the meaning of *An Act respecting immigration to Québec* is refused;
 - the file in respect of the application for the Québec selection certificate of the INVESTOR within the meaning of *An Act respecting immigration to Québec* is closed.

- 5.2 Should one of the events referred to in Subsection 5.1 occur, the INVESTOR shall forthwith notify in writing the FINANCIAL INTERMEDIARY of his intent to terminate the Agreement and specify the grounds upon which his request is based. Such notice shall be accompanied by a copy of the confirmation from the Minister to the effect that the application for Québec selection certificate has been withdrawn by, or refused to, the INVESTOR or that his file in respect of the application for the Québec selection certificate has been closed.
- 5.3 Prior to maturity, the investment shall be irrevocable and the Agreement may not be terminated once the transfer of the Amount has been made by the FINANCIAL INTERMEDIARY to IQ Immigrants Investisseurs inc., except where the INVESTOR shall be subject to one of the following circumstances:
- his application for Québec selection certificate within the meaning of *An Act respecting immigration to Québec* shall have been rejected;
 - his Québec selection certificate within the meaning of *An Act respecting immigration to Québec* shall have been cancelled;
 - his application for a visa or permanent residence status within the meaning of *Immigration and Refugee Protection Act* (S.C. 2001, c. 27) shall have been refused. The parties agree that a withdrawal by the INVESTOR of his application for a visa or permanent residence status may not be construed as being a refusal of a visa or of permanent residence status and may not, therefore, give rise to a repayment of the Amount prior to maturity;
- 5.4 Should one of the events referred to in Subsection 5.3 occur, the INVESTOR shall forthwith notify in writing the Minister of his intent to withdraw the Amount invested and he shall attach thereto a copy of the decision of the federal authorities with respect to his application for a visa or permanent residence status, as the case may be. Following such notice and after approval thereof, the Minister shall notify IQ Immigrants Investisseurs inc. that it is required, as soon as practicable, subject to any existing security, to return the Amount to the FINANCIAL INTERMEDIARY. The latter shall, subject to the debts and liabilities which the INVESTOR shall have incurred towards the FINANCIAL INTERMEDIARY, repay the funds to the INVESTOR by depositing them in the country of origin thereof, in an account established in his name. The FINANCIAL INTERMEDIARY shall forward to the Minister, within thirty (30) days following the repayment of the Amount to the INVESTOR, or to the creditor, as the case may be, a document certifying such repayment.
- 5.5 Should the INVESTOR intend to challenge the decision of the Minister, he shall notify in writing the FINANCIAL INTERMEDIARY of his intent. Should he intend to challenge the decision of the federal government, he shall notify in writing the Minister and the FINANCIAL INTERMEDIARY of his intent. In the event of a challenge and, until a final decision shall have been handed down, the Amount shall not be returned by IQ Immigrants Investisseurs inc. unless the investment shall have matured.
- 5.6 In the event that the INVESTOR shall not make a challenge and should he fail to notify the Minister or the FINANCIAL INTERMEDIARY of his intent to withdraw the Amount invested, the Minister, one hundred and twenty (120) days following the date of its decision or that of the federal authority, shall notify IQ Immigrants Investisseurs inc. that it is required to return, as soon as practicable, subject to any existing security, the Amount to the FINANCIAL INTERMEDIARY. The latter shall, subject to the debts and liabilities incurred by the INVESTOR towards the FINANCIAL INTERMEDIARY, repay the funds to the INVESTOR by depositing the latter, in the country of origin thereof, in an account established in his name. The FINANCIAL INTERMEDIARY shall forward to the Minister, within thirty (30) days following repayment of the Amount to the INVESTOR, or to the creditor, as the case may be, a document certifying such repayment.

6. CHANGE OF FINANCIAL INTERMEDIARY

- 6.1 In light of the fact that the Agreement may not be terminated, subject to Section 5, the INVESTOR may not change the FINANCIAL INTERMEDIARY as of the date of the submission of his application for a Québec selection certificate to the Minister, except upon grounds related to the broker or to the trust company, such as bankruptcy, cessation of management activities, purchase or amalgamation, or a proven fault.

7. AUDIT

- 7.1 The parties to this Agreement recognize that the Minister may audit the state of the investment and, for this purpose, has the authority to require the FINANCIAL INTERMEDIARY to offer up for inspection any and all documents with respect to stipulated requirements mentioned in Section 2 up to and including Section 6.

8. PERSONAL INFORMATION

- 8.1 The INVESTOR authorizes the FINANCIAL INTERMEDIARY to collect and to disclose to the Minister (the contact information of which is set out in Schedule B) the personal information relating to him which shall be necessary for the application of the Regulation, including information with respect to his identity, to the duties entrusted to the FINANCIAL INTERMEDIARY and to the investment required pursuant to the Regulation.
- 8.2 He shall also authorize the FINANCIAL INTERMEDIARY to forward to IQ Immigrants Investisseurs inc. (the contact information which is set out in Schedule B), the personal information relating to him which shall be necessary for the application of the Regulation and the Program, such as information with respect to his identity, to the duties entrusted to the FINANCIAL INTERMEDIARY and to the deposit of the Amount with IQ Immigrants Investisseurs inc.
- 8.3 Access to such information shall be restricted only to those persons authorized pursuant to the provisions of *An Act respecting the protection of personal information in the private sector* (R.S.Q., c. P-39.1) and of *An Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1).
- 8.4 The INVESTOR has the right to be notified of the information relating to him held by the FINANCIAL INTERMEDIARY and, as the case may be, may request in writing the correction thereof.

9. GOVERNING LAW

This Agreement shall be governed by the laws in effect in Québec. In the event of a dispute, the tribunals and courts of Québec shall have sole jurisdiction.

10. TERM OF THE AGREEMENT

This Agreement shall come into force upon the date of its execution and shall terminate, subject to Subsections 5.1 and 5.2, upon delivery to the Minister by the FINANCIAL INTERMEDIARY of the document certifying the repayment of the funds to the INVESTOR or to the creditor, as the case may be.

11. AMENDMENT

Any amendment to the Agreement shall, prior to being executed by the parties and coming into force, have been forwarded in advance to the Minister so that the latter may examine it with a view to determining its compliance with regulatory requirements. The amendment which shall have been approved and executed by the parties, shall be forwarded to the Minister.

FOR INVESTOR

Executed in _____, on _____ / _____ / _____
Day Month Year

Signature of the Investor

FOR INDUSTRIAL ALLIANCE SECURITIES INC.

Executed in _____, on _____ / _____ / _____
Day Month Year

Signature of the authorized representative

Print name

And



Lise Douville, President

SCHEDULE A – EXCERPT OF THE REGULATION RESPECTING THE SELECTION OF FOREIGN NATIONALS

Regulation respecting the selection of foreign nationals (R.R.Q., c. I-0.2, r. 4)

An Act respecting immigration to Québec (R.S.Q., c. I-0.2, s. 3.3)

DIVISION I - GENERAL PROVISIONS

1. Definitions and interpretation

1. 1 In this Regulation, unless the context indicates otherwise, the following words and expressions mean:

- b.1) «dealer»: an investment dealer within the meaning of Regulation 31-103 respecting registration requirements and exemptions (M.O.2009-04, 09-09-09) made under the Securities Act (R.S.Q., c. V-1.1) who has a place of business in Québec, who is registered with the Autorité des marchés financiers and whose rights are not suspended;
- e.2) "investor's management experience": the assuming, for at least 2 years in the 5 years preceding the application for a selection certificate, of duties related to the planning, management and control of financial resources and of human or material resources under the investor's authority; the experience does not include the experience acquired in the context of an apprenticeship, training or specialization process attested to by a diploma;"
- m) «trust company»: a trust company referred to in the Act respecting trust companies and savings companies (R.S.Q., c. S-29.01) or in the Trust and Loan Companies Act (S.C. 1991, c. 45) and having a place of business in Québec.

R.R.Q., 1981, c. M-23.1, r. 2, s. 1; O.C. 1504-88, s. 1; O.C. 1784-91, s. 1; O.C. 189-93, s. 1; O.C. 1323-95, s. 1; O.C. 828-96, s. 1; O.C. 413-2000, s. 1; O.C. 500-2001, s. 1; O.C. 728-2002, s. 1; O.C. 351-2003, s. 1; O.C. 25-2005, s. 1; O.C. 838-2006, s. 1; O.C. 1117-2008, s.1, D.982-2010, a.1.

2. Procedure for obtaining a selection and acceptance certificate

15. The foreign national is advised of the acceptance or the rejection of his application for a selection or acceptance certificate within a period of 60 days after the decision.

The selection certificate issued following the acceptance of the application is valid for 3 years from the date of its issue. Where a new selection certificate is issued immediately following the expiry of the previous selection certificate, it is valid for 12 months, if the conditions in effect at the time of the issue of the previous selection certificate continue to be met.

R.R.Q., 1981, c. M-23.1, r. 2, s. 15; O.C. 1504-88, s. 2; O.C. 1784-91, s. 1; O.C. 189-93, s. 2; O.C. 413-2000, s. 4; O.C. 728-2002, s. 6; O.C. 351-2003, s. 3; O.C. 838-2006, s. 8.

15.1. A selection certificate lapses if

- a) the foreign national in the economic class does not file the application for a permanent resident visa in accordance with the Immigration and Refugee Protection Regulations (SOR/02-227) within 12 months after the date of issue of the certificate ;
- b) [...];
- c) [...]; or
- d) the foreign national obtains a new selection certificate.

O.C. 838-2006, s. 9.

3. Classes of foreign nationals wishing to settle permanently in Québec

21. The economic class includes a foreign national at least 18 years of age in one of the following subclasses:

- d) "investor":
 - (i) he has experience in management in a legal farming, commercial or industrial business, or in a legal professional business where the staff, excluding the investor, occupies at least the equivalent of 2 full-time jobs, or for an international agency or a government or one of its departments or agencies;
 - (ii) he has, alone or with his accompanying spouse, including de facto spouse, net assets of at least \$ 1 600 000 obtained legally, excluding the amounts received by donation less than 6 months before the date on which the application was filed;
 - (iii) he comes to settle and to invest in Québec in accordance with the provisions of this Regulation;".

R.R.Q., 1981, c. M-23.1, r. 2, s. 21; O.C. 1080-86, s. 1; O.C. 1968-89, s. 1; O.C. 425-92, s. 1; O.C. 1725-92, s. 3; O.C. 828-96, s. 5; O.C. 307-99, s. 1; O.C. 500-2001, s. 6; O.C. 728-2002, s. 10; O.C. 838-2006, s. 12; O.C.1117-2008, s.3, D.982-2010, a.2.

DIVISION II - SELECTION CERTIFICATE

3. Economic class

34.1. A foreign national who applies for a selection certificate as an investor shall file with the Minister an investment agreement signed with a broker or a trust company that entered into an agreement with the Minister and Investissement-Québec or one of its subsidiaries and which will be, in Québec, the foreign national's mandatory with the Minister and Investissement-Québec or one of its subsidiaries.

The Minister shall examine the agreement and shall award the applicant the points provided for in the Regulation respecting weighting if the agreement complies with the provisions of this Regulation.

The agreement must contain at least the following conditions, which must apply for the full term of the agreement:

- a) an undertaking for the foreign national to make an investment of \$ 800 000 with a broker or trust company which must invest the amount with Investissement Québec or one of its subsidiaries after the Minister has sent a notice of intent to issue a selection certificate to the foreign national, not later than 120 days after the issue of that notice, for the purpose of financing :
 - i) a program established under section 27 or 59 of the Act respecting Investissement Québec and La Financière du Québec (R.S.Q., c. I-16.1);
 - ii) the exercise of the Minister's responsibilities under the Act respecting the Ministère de l'Immigration et des Communautés culturelles (R.S.Q., c. M-16.1); **(The provision of an agreement filed before 2 March 2005 that differ from the provision of this subparagraph is without effect after that date. (O.C. 25-2005, s. 6))**
- a.1) the opening of a separate account in the name of the foreign national by the broker or trust company;
- a.2) the establishment of the identity of the foreign national by the foreign national's name, sex, date of birth, permanent address, citizenship, personal telephone number, the type of document proving the foreign national's identity, the number of that document and the place of issue; any change in any of the particulars must be notified to the broker or trust company by the foreign national within 30 days of the change;

- a.3) a prohibition against the foreign national's changing brokers or trust companies from the date of filing of the application for a selection certificate, except for reasons related to the broker or trust company, such as bankruptcy, cessation of management activities, an acquisition or amalgamation, or a proven fault; (The provision of an agreement filed before 2 March 2005 that differ from the provision of this subparagraph is without effect after that date. (O.C. 25-2005, s. 6))
- b) the term of the investment is five years and is computed from the date on which the amount of \$ 800 000 is invested by Investissement Québec or one of its subsidiaries; that date may not be prior to the date of the sending by the Minister of a notice of intent to issue a selection certificate to the investor;
- c) the agreement or any other deed signed in connection with that agreement or investment, except those entered into for the purposes of a program referred to in subparagraph a, must not provide for a hypothec, a guarantee or any other security granted by a third party in favour of a foreign national or a member of his family;
- d) the investment with Investissement Québec or one of its subsidiaries must be irrevocable before the end of its term, unless the selection certificate is cancelled, the application for a selection certificate is refused or the investor's application for a visa or permanent residence within the meaning of the Immigration and Refugee Protection Act (S.C. 2001, c. 27) is denied and, in those cases, the agreement must provide that the broker or trust company is required to reimburse the investment to the investor by depositing the investor's funds in the country from which the funds originated, in an account in the investor's name, and file a document with the Minister attesting to the reimbursement of the investment within 30 days of the deposit; (The provision of an agreement filed before 2 March 2005 that differ from the provision of this subparagraph is without effect after that date. (O.C. 25-2005, s. 6))
- e) within 30 days of the maturity of the investment, the broker or trust company shall reimburse the investment to the investor and shall file a document with the Minister attesting the reimbursement.

D. 1080-86, a. 2; D. 646-88, a. 1; D. 1968-89, a. 2; D. 1725-92, a. 5; D. 1323-95, a. 12; D. 828-96, a. 13; D. 503-98, a. 5; D. 307-99, a. 2; D. 597-2000, a. 1; D. 728-2002, a. 22; D. 25-2005, a. 2., D. 982 -2010, a.3

34.1.1 The agreement referred to in section 34.1 must also contain at least the following provisions:

- a) a requirement for the broker or trust company to give to the foreign national, to be filed with the application for a selection certificate, a statement from the broker or trust company attesting that the identity of the foreign national has been ascertained and describing the steps the broker or trust company has taken as regards the source and origin of the foreign national's assets;
- b) a requirement for the broker or trust company having entered into the agreement referred to in section 34.1 to provide the Minister with proof of registration in the registry of lobbyists under the Lobbying Transparency and Ethics Act (R.S.Q., c. T 11.011), where the broker or trust company is also the mandatary of the foreign national during the selection certificate process;
- c) a description of the procedure for the exchange of information between the parties to the agreement."

D.25-2005, a.3.

38. The Minister is to issue a selection certificate to a foreign national in the economic class who

- a) obtains, in the awarding of the points as provided in the Regulation respecting weighting in respect of the factors and criteria listed in the Selection Grid for the Economic Class in Schedule A that apply to the foreign national's subclass, the number of points required as the cutoff score, where applicable, and as the passing score ;

- b) [...]; or
- c) in the case of an investor, also files with the Minister a document certifying that the amount indicated in the investment agreement has been invested with Investissement Québec or one of its subsidiaries.
R.R.Q.,
RRQ 1981, c. M-23.1, r. 2, s. 38; O.C. 1080-86, s. 3; O.C. 425-92, s. 3; O.C. 1725-92, s. 6; O.C. 828-96, s. 15; O.C. 728-2002, s. 23; O.C. 25-2005, s. 4; O.C. 838-2006, s. 23.

SCHEDULE B – DISCLOSURE OF PERSONAL INFORMATION TO DESIGNATED ORGANIZATIONS

Ministère de l'Immigration et des Communautés culturelles

Direction de l'immigration économique
285 Notre Dame West, Suite 4.02
Montreal, Quebec H2Y 1T8
Canada

IQ Immigrants Investisseurs inc.
1200 Route de l'Église, Suite 500
Sainte-Foy, Quebec G1V 5A3
Canada