

CONTEST RULES

C.L.I.C. (the “Contest”)

From 9:00 a.m. on April 29, 2019 to 11:59 p.m. on October 24, 2019 (the “Contest Duration”), which includes the “Entry Period” from 9:00 a.m. on April 29, 2019 to 11:59 p.m. on June 26, 2019 and the “Evaluation Period” from midnight on June 27, 2019 to 11:59 p.m. on October 24, 2019. All times mentioned in these rules refer to Eastern Daylight Time (EDT).

Created and organized by Alter’Inno Conseil (“Alter’Inno”) with support from the Business Development Bank of Canada (“BDC”) and the Business Council of Canada (“BCC”) (BDC and BCC hereafter referred to together as the “Partners”).

1. HOW TO PARTICIPATE. No purchase required. To enter the Contest, simply (i) visit the Contest website at <https://www.clic-challenge.ca/>; (ii) click on the “Participate” button; (iii) answer the questions marked with an asterisk; (iv) submit your entry form within the Entry Period; (v) click the “Submit” button to submit your entry; (vi) check the box confirming that you agree to these rules. This is the only way to enter. Entries will not be considered: (i) that are sent by other means than the online registration form; (ii) that are incomplete or completed in a way that breaches the current rules; or (iii) that are supplied with supporting documents that are illegible or impossible to consult. To be eligible for the Contest you must answer all questions marked with an asterisk on the entry form. Answers to other questions are appreciated but are not required for entry. By submitting your entry, you confirm that you have read and agree to comply with the Contest rules. To be valid, entries must be received by June 26, 2019 at 11:59 p.m. Entry is limited to one per person. Any person who enters or attempts to enter more than once, directly or indirectly, or in a manner not authorized under the current rules, will be deemed to have attempted falsification or manipulation, automatically resulting in the cancellation of his or her entry or any other result of that entry. No entry will be accepted after the above deadline for any reason. Entries received after the deadline will be rejected. Failure to comply with the rules will result in the candidate’s entry being automatically cancelled and the prize (if applicable) being withdrawn. A new potential winner may be selected at Alter’Inno’s sole discretion. By registering, the candidate agrees to be contacted by email or telephone by Alter’Inno for the purpose of participating in the Contest.

2. YOUR SOLUTION. Your Solution or the Solution (which includes any content to which you have contributed and that you submit as part of the Contest) is subject to the following conditions: (i) You represent and warrant to Alter’Inno that you possess all rights and authorizations necessary regarding Your Solution, including intellectual property rights; (ii) you represent that Your Solution is entirely original and rights-free and contains no full or partial reproduction or borrowing from any other creation or person, and that you have obtained any required consent from any person having contributed to it; (iii) you must possess all the rights and authorizations necessary for the presentation, development and marketing of Your Solution in Canada; and (iv) you must have the authorizations required to grant Alter’Inno and Partners the license set out below. Your Solution may be deemed ineligible (at Alter’Inno’s sole discretion) if it contains intellectual property rights, including copyrights, trademarks or third party logos. You retain full ownership of Your Solution and any copies will be returned to you or destroyed 120 days after the end of the Contest, upon request to Alter’Inno. Your Solution will be retained and analyzed by the Selection Committee as defined below. You may indicate that certain documents that are part of Your Solution are confidential by marking them “CONFIDENTIAL.” If Your Solution is selected by the Selection Committee, the documents marked “CONFIDENTIAL” will only be shared with others if you give your consent. All intellectual property rights associated with Your Solution will be respected, and you remain the owner of these. Your participation in the Contest shall not be construed as granting Alter’Inno or the Partners any license or right to Your Solution other than the rights related to Your Information as described below.

By submitting Your Solution, you grant Alter’Inno and the Partners a rights-free, perpetual, non-exclusive, irrevocable, unlimited and worldwide license to publish and reproduce your name, the name of your city and province of residence, your picture, your trademarks and logos and the objective of Your Solution (“Your Information”). You consent to Your Information being shared with the Partners and used without compensation by Alter’Inno or the Partners for promotion and other purposes related to the Contest, in

all media, in all languages, on all platforms and by any means of communication. You waive all moral rights to Your Information when used for such purposes. The list of winners and winning entries may be posted on any media for an indefinite period following the close of the Contest.

3. CONTENT BELONGING TO ALTER'INNO AND THE PARTNERS. The content of Alter'Inno's website, including the underlying technology, trademarks, logos, designs and models are the exclusive property of Alter'Inno or used under license. The trademarks and logos of the BDC and BCC are their respective exclusive property. Disclosure of this content shall not be construed as granting any license or right of use to candidates. Under no circumstances is the candidate permitted to use, copy, modify, distribute, transmit, transfer, sell or otherwise exploit this content.

4. ELIGIBILITY CRITERIA FOR CANDIDATES. To enter the Contest, candidates must meet the following eligibility criteria:

- (i) Be legally incorporated in Canada, reside in Canada and, for natural persons, have reached the age of majority according to their province of residence, as of the Contest start date;
- (ii) Have a liability insurance policy in effect;
- (iii) Comply with all relevant social and fiscal legislation;
- (iv) Have obtained Series A (or higher) funding, expect to do so during the year or have raised \$2 millions (included debt).
- (v) Demonstrate strong sales growth in the past or current year.

Your Solution must be a technologically innovative solution that responds concretely to issues faced by large companies from one of the following industry sectors:

- (i) Energy and Natural Resources;
- (ii) Food and Agriculture; or
- (iii) Advanced Manufacturing.

Your Solution must be a B2B or B2B2C model with significant business potential for large companies and capacity for wide distribution in Canada.

5. SELECTION PROCESS AND CONTEST PROCEDURE

Selection of Selected Participants. Between the close of registrations at 11:59 p.m. on June 26, 2019 and August 25, 2019 respectively, the submitted entries will be reviewed by a selection committee composed of representatives from Alter'Inno and BDC (the "Selection Committee"). Alter'Inno may, at its discretion, contact candidates by telephone for clarification on the submitted Solution. The Selection Committee will select ten (10) Contest candidates from all entries received ("Selected Participants"). By August 26, 2019 at the latest, Alter'Inno will contact all Selected Participants by email (at the address they provided when submitting their Contest entry) to inform them that they have been selected. In the event that a Selected Participant cannot be contacted within 48 hours or if he/she rejects the prize or is disqualified, the selection will be automatically cancelled and the Selection Committee may, at its sole discretion, appoint another Selected Participant.

Every Selected Participant will be paired with a senior business person (the "Mentor") who will contact him/her directly to ensure a clear understanding of the Solution and its practical applications. The Contest Representative may also make recommendations to the Selected Participant for the continuation of the Contest. The terms of the interaction between the Selected Participant and the Mentor will be determined between them, but in case of disagreement, the Mentor will decide.

Selection of Finalists. On October 11, 2019, a jury composed of individuals selected by Alter'Inno and the Partners (the "Jury") will meet without the Selected Participants and will evaluate Selected Participants' Solutions. The Jury may include Mentors and representatives from Alter'Inno and the Partners. During this meeting, each Solution will be studied and evaluated by the Jury. At the end of this session, the Jury will select six (6) final candidates (the "Finalists"). These Finalists will be asked to present their Solutions to the Jury on October 24, 2019 between 8:00 a.m. and noon, in Toronto, at a location to be determined by Alter'Inno and communicated to the Finalists within a reasonable timeframe. On October 12, 2019, Alter'Inno will contact all Selected Participants by email (at the address they provided when submitting their Contest entry) to let them know whether they have been selected as Finalists.

By 11:59 p.m. on October 13, 2019, each Finalist must confirm his or her attendance at the Jury meeting

of October 24, 2019 to present his or her Solution. If the Finalist fails to respond before this deadline, rejects the prize or is disqualified, the selection will automatically be cancelled and the Jury may, at its sole discretion, appoint another Finalist from among the Selected Participants as a replacement.

Selection of Winners. At the Jury meeting on October 24, 2019, each Finalist will be asked to present their Solution in the following format:

- (i) A ten-minute presentation of the Solution in English, followed by
- (ii) A ten-minute question and answer session in English with the Jury.

All Finalists will be invited at 8:00 a.m. on October 24, 2019 for the Solution presentations, which will take place in turn, as per the schedule determined by Alter'Inno. All costs associated with the Finalist's presentation at the Jury meeting on October 24, 2019, including transportation and accommodation costs, will be the responsibility of the Finalist. Following the presentations, the Jury will meet without the Finalists to nominate three (3) candidates whose Solutions will be selected at the sole discretion of the Jury acting collectively. These three (3) candidates will be the Contest winners (the "Winners"). By October 29, 2019 at the latest, Alter'Inno will contact all Finalists by email (at the address they provided when submitting their Contest entry) to let them know whether they have been selected as Contest Winners. The decisions of the Jury are final and without appeal. No claims will be accepted. If a Winner rejects the prize or is disqualified, the selection will automatically be cancelled and the Jury may, at its sole discretion, appoint another Winner from among the Finalists as a replacement. The names of the Winners will be announced on October 29, 2019 at 3:00 p.m. on the Contest website at <https://www.clic-challenge.ca/> and on Alter'Inno's website at <https://www.alterinno.com>.

Alter'Inno reserves the right to unilaterally change locations and schedules within a reasonable period of time. The candidates accept this without reservation and may not seek compensation for any scheduling conflicts with the new proposed dates, though they may cancel their participation or be represented by a third party for the presentation of their Solution to the Jury.

6. EVALUATION CRITERIA FOR YOUR SOLUTION. At every stage of the Contest, candidates' Solutions will be evaluated based on, but not limited to, the following criteria:

- (i) The innovative and unique nature of the Solution.
- (ii) The relevance of the Solution to large companies in the sectors identified above.
- (iii) The candidate's mastery of the Solution.
- (iv) The industry expertise (whether technical, target market related, or other) shown by the candidate through the Solution.
- (v) The demonstrable significance of the Solution's market opportunity, namely market size, positioning of the Solution and timing.
- (vi) The broader strategy framing the Solution.
- (vii) The possibility to scale up the Solution.

During the selection of Finalists and Winners, the quality of the management team supporting the Solution (i.e. the team's experience and complementarity) will be an additional criterion.

7. DESCRIPTION OF PRIZES. All Selected Participants will have access to a Mentor to whom they can present their Solution and who can give recommendations. All Finalists will also have the opportunity to present their Solution to a Jury of respected individuals in Canadian business. All Winners will also be invited to an exclusive half-day meeting with at least one BDC venture capital expert, as well as an invitation from the BCC to attend a private two-day members' meeting in January 2019 with the CEOs of over 100 of Canada's largest corporations. The approximate total prize value is \$250 for each Selected Participant, \$800 for each Finalist and \$3,000 for each Winner. The approximate total value of all prizes is \$16,300.

8. TERMS AND CONDITIONS. By participating in the Contest, you: (i) Acknowledge that you have read and agree to the Contest rules and will abide by them; (ii) confirm as satisfactory all Contest eligibility criteria, and accept and agree to partake in the prizes (if you win); (iii) accept, as awarded, the prizes offered by Alter'Inno or the Partners; (iv) along with your affiliates, heirs, successors and beneficiaries, release Alter'Inno, the Partners, members of the Selection Committee, members of the Jury, their respective subsidiaries, administrators, directors, agents, consultants, volunteers and employees (the "Contest Organizers") from any and all liability for damages, whether compensatory,

direct, indirect, consequential or otherwise that may arise from your participation in the Contest, the use of Your Solution and Your Information, and the awarding, acceptance and use of the prizes given (if you win). Prizes must be accepted as awarded and may not be exchanged, reimbursed, sold or transferred. No substitutions will be granted. Any portion of an awarded prize that is unused for any reason will be forfeited. In the event that a prize cannot be delivered exactly as described in the present rules, the Contest Organizers reserve the right to substitute a prize or element of approximately equivalent value, at their sole discretion. Refusal to accept a prize or part of a prize releases the Contest Organizers from any obligation to the winner with respect to the prize or part of the prize. Candidates must ensure that all information they provide, particularly the information about themselves, is adequate, accurate, up-to-date and complete. Alter'Inno and the Partners do not fact-check the information provided by the candidates and therefore cannot be held responsible for any dispute arising from false or misleading information provided by the candidates. Alter'Inno does not guarantee the timelines, legality, probity or quality of the information provided by the candidates. Any false declaration by a candidate automatically results in disqualification from the Contest. Alter'Inno may, at its sole discretion, require proof of a candidate's identity or age. Refusal to provide the requested evidence will automatically result in disqualification. When the prize is awarded by vote, Alter'Inno reserves the right to cancel any vote deemed illegal or illegitimate and to adjust accordingly the calculation of the number of votes received by the candidate in question. The Contest Organizers disclaim all liability for loss, damage or injury of any kind, including but not limited to: (i) lost, stolen, late, damaged, misdirected, destroyed, illegible or incomplete entries; (ii) loss, theft or loss of integrity of computer or telephone software or data, including privacy breaches; (iii) inability of any person to participate in the Contest for any reason, including but not limited to email errors, computer failures or other malfunctions in online computer systems, servers, access providers, computer equipment or software; lost, late, incomplete, illegible or misdirected entries; bugs, service outages, hardware or software failure or loss of transmission, transmission delays or compromise of data transmitted; problems caused by congestion on the Internet or any other website, or any combination of the foregoing; (iv) damage to computer material belonging to any person, including that caused by the use or downloading of any content related to the Contest; (v) any delay or inability to act due to any event or situation beyond their control, including strike, lock-out or any other labour dispute in their establishment or in the establishment of organizations or companies whose services are used for the Contest; and (vi) the inability for any reason to use the prizes once they have been awarded to the winners. Social media or other platforms used in this Contest and their respective parents, affiliates, administrators, directors, agents, consultants, volunteers and employees shall not be liable for any damages, compensatory damages, direct, indirect, consequential or other damages that may be caused by or arise in any way from participation in the Contest or downloading any information relating to the Contest. You agree that in your use of the platforms for this Contest – including but not limited to chat areas and registration and use of social media accounts, user names or group names – you will not use obscene, defamatory or offensive language that jeopardizes the trademark or trade name of a third party, or violates any other intellectual property or privacy rights. If Alter'Inno determines that any aspect of the Contest has been altered or misused by any person, including but not limited to breaching its rules, attempting to enter the Contest more than once or acting to interfere with the normal Contest procedure, such persons shall be disqualified. Any person who enters or attempts to enter the Contest using any robotic, automated, macro, or programmed duplication methods that use third parties or any other similar method, will have their entry cancelled and that person will be disqualified at Alter'Inno's sole and total discretion. Alter'Inno reserves the right to cancel or suspend the Contest at its sole discretion for any reason, including but not limited to the event that a virus, bug or other factor beyond its control breaches the security or proper administration of the Contest. Any attempt to intentionally damage any website or to interfere with the legitimate running of this Contest is a violation of criminal and civil laws. If necessary, Alter'Inno reserves the right to seek redress by any legal means available, including action for damages and criminal proceedings. The personal information requested on the entry form, such as name, date of birth (if applicable) and contact information, is collected by Alter'Inno and used by Alter'Inno and the Partners solely for the purposes of the Contest, and will not be used for any other purpose without the express consent of the candidate given in section 2 of these rules for the purposes described in that section. By providing this information, candidates consent to its use for the stated purpose(s). Please see Conditions of use and protection of privacy at <https://www.clic-challenge.ca/>. In the event of a dispute regarding the identity of a candidate, the authorized account holder of the email account used at the time of the entry's submission will be deemed to be the candidate. The person who received the email address

for the domain associated with the submitted email address is considered the authorized account holder. Entries must be submitted from a valid email account that can be identified by a reverse search of the domain name. For the purpose of determining the validity of an entry, the time and date that a Contest entry was sent will be determined solely by the Contest server. Alter'Inno reserves the right to disqualify any entries that are incomplete, illegible, damaged, irregular, illegally submitted or sent by automated or robotic methods and that do not strictly comply with the Contest rules. Alter'Inno is not responsible for errors or omissions in the printed materials or the advertising related to the Contest. Alter'Inno reserves the right to amend the Contest rules or terminate the Contest at any time without any liability whatsoever to any candidate. Changes to the Contest rules will be posted on the Contest website at <https://www.clic-challenge.ca/>. By entering the Contest, candidates agree to abide by the present rules and the decisions made by Alter'Inno, the Partners and/or the Jury, which are final and binding. Participation in the Contest, as well as candidates' consent to participate and to comply with the Contest rules, are governed by the laws of the Province of Ontario and the federal laws of Canada where applicable. By submitting their entry form, candidates agree to submit to the exclusive jurisdiction of the Quebec courts in the district of Montreal. Jury members, employees of Alter'Inno, BDC and BCC and their respective affiliates, and members of their immediate families (including father, mother, brother, sister, brother-in-law, sister-in-law, son and daughter) and persons with whom they are domiciled are not eligible to participate in the Contest. For Quebec residents, (i) a dispute regarding the organization or conduct of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling; (ii) a dispute regarding the awarding of a prize may be submitted to the Régie only for an intervention to try to resolve it. In case of a discrepancy between the French and English version of the Contest Rules, the French version shall prevail. Any request regarding the functioning of the entry process, or to the Contest website or procedure must be made in writing and sent to the following address: hello@alterinno.com. Alter'Inno does not guarantee that it will respond to requests sent to this address.