

## INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT dated as of July 11, 2014.

### BETWEEN:

**T1 GENERAL PARTNER LP** (the “General Partner”)

- and -

**TIER ONE CAPITAL LIMITED PARTNERSHIP** (the “Limited Partnership”)

- and -

**B.E.S.T. INVESTMENT COUNSEL LIMITED** (the “Advisor”)

### WHEREAS:

- A. The General Partner is the general partner the Limited Partnership.
- B. The General Partner and the Limited Partnership wish to engage the Advisor to provide certain investment advisory services in connection with the Limited Partnership, and the Advisor wishes to provide such services.

**THEREFORE**, the parties agree as follows:

### ARTICLE 1 APPOINTMENT AND DUTIES OF THE ADVISOR

#### 1.1 Services

The General Partner and the Limited Partnership hereby engage the Advisor, and the Advisor hereby accepts such engagement, to:

- (a) provide oversight and advice to the General Partner in respect of the investment activities of the Limited Partnership;
- (b) assist the General Partner in the formation of the investment objectives, restrictions and procedures of the Limited Partnership;
- (c) assist the General Partner in analyzing and evaluating potential investments; and
- (d) provide such other services as agreed to from time to time by the General Partner and the Advisor,

(such services collectively referred to as the “Services”), in each case subject to the terms of this Agreement and the supervision of the General Partner.

## **1.2 Appointment of Agents**

The Advisor may appoint any qualified agent or agents, including subsidiaries and affiliates of the Advisor, to perform any of the Services.

## **1.3 Timing of Services**

The Advisor will provide the Services throughout the term of this Agreement at such time or times requested by the General Partner. The Advisor will provide or cause to be provided, the Services throughout the term of this Agreement beginning on the date of this Agreement as such Services are required and requested by the General Partner.

## **1.4 Provision of Information**

The General Partner will provide, or cause to be provided, to the Advisor, on a timely basis, the information, services and co-operation of the General Partner and T1 General Partner Corp. and its officers and directors, and others associated with the Limited Partnership as reasonably required by the Advisor from time to time so that the Advisor may effectively carry out its obligations under this Agreement. If the Advisory does not receive such information in a timely manner, the Advisor will proceed on a “commercially reasonable efforts” basis only and is not accountable for any failure to satisfy the obligations that would otherwise be imposed on the Advisor pursuant to this Agreement to the extent that such failure is caused by the non-receipt of such information.

## **ARTICLE 2 REMUNERATION OF THE ADVISOR**

### **2.1 Remuneration**

- (a) In consideration of the performance by the Advisor of the Services under this Agreement, the General Partner will pay to the Advisor an advisory fee (the “**Advisory Fee**”) equal to an amount agreed to in a separate letter agreement between the General Partner and the Advisor commensurate with the Services provided under this Agreement.
- (b) The Advisory Fee will be payable to the Advisor monthly in arrears or as otherwise agreed by the General Partner and the Advisor.
- (c) The Limited Partnership has no obligation to make any payments to the Advisor as consideration for the Services.

## **ARTICLE 3 STANDARD OF CARE, CONFLICTS AND LIABILITY**

### **3.1 Standard of Care**

The Advisor will exercise its powers and discharge its duties under this Agreement honestly, in good faith and with a view to the best interests of the Limited Partnership, and in connection with such exercise of powers and discharge of duties will exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In providing any

information to the Advisor in order to permit the Advisor to exercise its powers and discharge its duties under this Agreement, the General Partner will exercise with the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

### **3.2 Conflicts of Interest**

- (a) The General Partner and the Limited Partnership acknowledge that the Advisor:
  - (i) acts as the manager and investment advisor of B.E.S.T. Total Return Fund Inc.; and
  - (ii) provides, and may in the future provide, investment management, advisory and other services to other parties, including venture capital and other funds, that may have investment objectives similar to those of the Limited Partnership.
- (b) As a general principle, the Advisor will, in providing the Services and services to other parties, treat all of its clients and any conflicts that may arise in a fair and equitable manner. If the Advisor is aware of or involved in a proposed investment opportunity that it believes meets the investment criteria of more than one client, then the investment opportunity will be offered to all clients of the Advisor on a *pro rata* basis based on the amount each client is willing to invest. If one of the Advisor's clients has a pre-existing stake in the proposed investment opportunity, such client may participate in the investment opportunity, in priority to other of the Advisor's clients, to the extent necessary to maintain its proportionate undiluted ownership interest in the investment.

### **3.3 Limitation of Liability**

The Advisor is not liable to the General Partner or the Limited Partnership for any losses incurred by the General Partner or the Limited Partnership except for losses resulting solely from:

- (a) actions by the Advisor that fail to meet the standard of care as set out in Section 3.1; or
- (b) the gross negligence, wilful misconduct or bad faith of the Advisor.

### **3.4 Indemnity by Limited Partnership**

The Limited Partnership will indemnify and save harmless the Advisor and its current and past officers and directors (the "**Indemnified Parties**") from and against all claims and damages (including legal fees, judgments and amounts paid in settlement) incurred by an Indemnified Party in respect of any civil, criminal or administrative action or proceeding to which the Indemnified Party is made a party by reason of any action or inaction of the Advisor in connection with the Services to be provided under this Agreement, except if the claim or damages arise from the Indemnified Party's gross negligence, wilful misconduct or bad faith, or by reason of failing to fulfill the standard of care set out in Section 3.1.

### **3.5 Notice of Claims**

Promptly after receipt of notice of the commencement of any claim involving an Indemnified Party pursuant to this Agreement where such claim is based directly or indirectly upon any matter in respect of which this Agreement provides for indemnification, the Indemnified Party will notify the General Partner in writing of the commencement of such claim (but accidental failure to do so does not prejudice the right of any such Indemnified Party except to the extent that the defence of the claim is compromised) and, throughout the course of such claim, such Indemnified Party will provide copies of all relevant documentation to General Partner and will keep the General Partner apprised of the progress of the claim and will discuss with the General Partner all significant actions proposed.

## **ARTICLE 4 TERM AND TERMINATION OF AGREEMENT**

### **4.1 Term**

Subject to earlier termination as provided in this Agreement, this Agreement continues in force until, and terminates upon, the dissolution, winding-up or termination of the Limited Partnership.

### **4.2 Termination**

- (a) If any party is in material breach of this Agreement and such breach is not remedied within 30 days following receipt of notice by another party of such breach, any of the non-defaulting parties may terminate this Agreement immediately upon written notice to the defaulting party.
- (b) Any party may terminate this Agreement immediately upon written notice if any other party ceases to carry on business, becomes bankrupt or insolvent, or if a receiver of any of its assets is appointed.
- (c) The General Partner or the Limited Partnership may terminate this Agreement immediately if the Advisor commits an act of fraud or loses its registration with the Ontario Securities Commission.
- (d) Any party may terminate this Agreement upon 90 days' notice to the other parties.

### **4.3 Miscellaneous**

- (a) This Agreement is governed by, and is to be construed and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- (b) This Agreement may be executed in any number of counterparts and delivered by electronic means. Each counterpart is deemed an original and all of them taken together constitute one instrument.

**[The next page is the signature page.]**

**IN WITNESS OF WHICH**, the parties have duly executed this Agreement.

**T1 GENERAL PARTNER CORP.**  
in its capacity as general partner of  
**T1 GENERAL PARTNER LP**

By:                   “John Richardson”                    
Name: John Richardson  
Title: Chief Executive Officer

**T1 GENERAL PARTNER CORP.**  
in its capacity as general partner of  
**T1 GENERAL PARTNER LP**  
in its capacity as general partner of  
**TIER ONE CAPITAL LIMITED  
PARTNERSHIP**

By:                   “John Richardson”                    
Name: John Richardson  
Title: Chief Executive Officer

**B.E.S.T. INVESTMENT COUNSEL  
LIMITED**

By:                   “John Richardson”                    
Name: John Richardson  
Title: President