

## SERVICE AGREEMENT

THIS AGREEMENT made as of the 13th day of August , 2018 (the "Effective Date")

### BETWEEN:

**BB1 ACQUISITION CORP.**, a company duly incorporated under the laws of the Province of Ontario (the "**Client**")

- and -

**TSX TRUST COMPANY**, a company existing under the laws of Canada and having a registered office in the City of Toronto, Ontario (the "**Agent**")

**WHEREAS** the Client wishes to appoint the Agent as its agent for the purpose of providing the services described in the attached schedule(s) ("**Service Schedule(s)**") and the Agent wishes to accept such appointment.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties each intending to be legally bound, agree as follows:

### SERVICES

- 1) The Agent shall provide the services described in the Service Schedule(s).
- 2) The Agent may provide further services to, or on behalf of, the Client as may be agreed upon from time to time by the Client and the Agent.

### FEES

- 3) The remuneration of the Agent for its services hereunder shall be such as may from time to time be agreed upon by the Client and the Agent. Notwithstanding such agreement, in the event that the scope of services to be provided by the Agent is increased substantially, the Client and the Agent shall negotiate in good faith to determine reasonable compensation for such additional services.

The Client agrees to keep confidential the details of any fee schedule or remuneration proposals or agreement it receives from the Agent.

## CONFIDENTIALITY AND PRIVACY

- 4) The Agent agrees to preserve the confidentiality of all material non-public information provided by the Client or its agents for the Agent's use in fulfilling its obligations hereunder subject to the following exceptions: (i) information that subsequently enters the public domain through no fault of the Agent; (ii) information that is already known to the Agent; or (iii) information that is required to be disclosed through enforceable process of law. The Client acknowledges that the Agent may, from time to time, receive court and governmental orders, requirements to pay or to produce documents and other orders of a similar nature ("**Orders**") in connection with its role hereunder and that such Orders may be issued in the name of the Agent notwithstanding that they pertain to the records maintained by the Agent on behalf of the Client. The Client agrees that the Agent may review and comply with such Orders but will, if lawful, advise the Client in the event that the Agent rejects an Order.
- 5) The Client shall at all times during the term of this Agreement comply with all applicable law including without limitation all applicable privacy legislation and regulations. The Agent shall comply with all applicable Canadian privacy legislation and regulations. Without limiting the foregoing, it is understood and agreed that to the extent securityholder consents relating to the collection, use and disclosure of securityholder personal information, as may be required by applicable law, if any, are required in order for the Agent to carry out its obligations under this Agreement, such consents are the responsibility of the Client.

## TERM AND SUCCESSION

- 6) This Agreement, or an individual Service Schedule may be terminated by either the Client or the Agent on three months' written notice.
- 7) Upon termination of the Agent's appointment the Client shall pay to the Agent the termination fees owed to it under the applicable Service Schedule(s).
- 8) The Agent may terminate this Agreement for non-payment of fees on two months' written notice, the Agent may refuse to do any work for the Client during the two month period following delivery of the written notice unless it has been paid in full all amounts owed under this Agreement.
- 9) Any corporation or other entity:
  - (1) resulting from any merger or consolidation to which the Agent may be a party;
  - (2) that purchases or succeeds in ownership to the majority or substantially all of the transfer agency business of the Agent;
  - (3) that is a controlled subsidiary or affiliate of the Agent; or
  - (4) to which a majority of the assets of the Agent used in connection with performing this Agreement are transferred while the Agent continues to act as Agent

shall be the successor to the Agent hereunder without any further act or formality with like effect as if such successor agent had originally been named as the Agent herein.

#### **LIMITATION OF RESPONSIBILITY**

- 10) The Agent may use its own judgment in the performance of its duties hereunder but at any time it may in its discretion employ such counsel, consultants, experts, advisors or agents as it may reasonably require for the purpose of discharging its duties hereunder and shall not be responsible for the negligent actions or misconduct of such parties.
- 11) In addition to and without limiting any other indemnity afforded to the Agent, the Client agrees to defend, indemnify and hold harmless the Agent, its successors and assigns, and its and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis) (collectively, the "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or the Agent's duties or appointment hereunder or any other services that the Agent may provide to the Client in connection with or in any way relating to this Agreement, except that no Indemnified Party shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith or engaged in willful misconduct.

Without limiting the foregoing, the Client agrees to indemnify and save harmless the Indemnified Parties against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with the Agent's duties hereunder.

In addition, the Client agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Client commences an action, or cross claims or counterclaims, against the Indemnified Party and the Indemnified Party is successful in defending such claim. This indemnity will apply to any directions by the Client relating to or surrounding any of the services described in this Agreement. In the absence of gross negligence or intentional misconduct on its part, the Agent shall not be liable for any action taken, suffered, or omitted by it or for any error of judgement made by it in the performance of its duties under this Agreement. In no event will the Agent be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if the Agent has been advised of the possibility of such damages. Any liability of the Agent pursuant to its activities under this Agreement will be limited in the aggregate to an amount equal to twelve (12) times the monthly fee paid by the Client for services provided pursuant to the corresponding Service Schedule.

- 12) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to acts of God, terrorism, government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **GENERAL**

- 13) Any notice or notification to be given by one party to this Agreement to the other shall be in writing and delivered by hand or sent by first class insured mail, prepaid courier, email, facsimile transmission or by any other form of written recorded information to the following address:

*If to the Client:*

BB1 Acquisition Corp.  
Suite 2100, 79 Wellington Street  
Toronto, Ontario M5K 1H1

Email: [jta@jbrlimited.com](mailto:jta@jbrlimited.com)  
Attn: Chief Financial Officer

*If to the Agent:*

TSX Trust Company  
301 - 100 Adelaide Street West  
Toronto, Ontario  
M5H 4H1  
Fax: (416) 361-0470

Email: [TMXEClientManagement@tmx.com](mailto:TMXEClientManagement@tmx.com)  
Attn: Vice President, Client Management

And all notices shall be deemed to have been effectively given on the date three (3) business days after the date of mailing or, if delivered by hand or sent by facsimile transmission or any other form of written recorded communication on the date of delivery or transmission.

- 14) The provisions of Sections 3, 4, 5, 7, 10, 11, 12 and this Section shall survive the termination of this Agreement.
- 15) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

- 16) Time shall be of the essence of this Agreement.
- 17) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and any actions, proceedings or claims or disputes regarding it shall be commenced in the courts of the Province of Ontario.
- 18) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission or in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 19) No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.
- 20) The parties hereto have requested that this Agreement, all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en anglais.
- 21) The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

**AS WITNESS** the counter signatures of their respective officers duly authorized in that behalf.

**TSX TRUST COMPANY**

Per: "Fraser Monkman"  
Name: Fraser Monkman  
Title: Director, Corporate Sales

Per: "Dennis Dang"  
Name: Dennis Dang  
Title: Relationship Manager

**BB1 ACQUISITION CORP.**

Per: "Eric Szustak"  
Name: Eric Szustak  
Title: Director