



**NOTICE OF ANNUAL AND SPECIAL MEETING**

**AND**

**MANAGEMENT INFORMATION CIRCULAR**

**Dated September 10, 2015**

**with respect to the**

**Annual and Special Meeting of Shareholders**

**to be held on October 23, 2015**

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**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS  
TO BE HELD ON OCTOBER 23, 2015**

**NOTICE IS HEREBY GIVEN** that an annual and special meeting (the "**Meeting**") of the holders ("**Shareholders**") of common shares of DealNet Capital Corp. ("**DealNet**" or the "**Corporation**") will be held at the offices of Blake, Cassels & Graydon LLP, 199 Bay Street, Suite 4000, Commerce Court West, Toronto, Ontario on Friday, October 23, 2015, at 10:00 a.m. (Toronto time), for the following purposes:

1. to receive the consolidated financial statements of the Corporation for the fiscal year ended December 31, 2014, together with the report of the auditors thereon and related management's discussion and analysis;
2. to consider and, if deemed advisable, pass a special resolution to fix the number of directors of the Corporation at six (the text of which special resolution is set out in the accompanying management information circular (the "**Information Circular**"));
3. to elect directors of the Corporation;
4. to consider and, if deemed advisable, pass a special resolution to empower the directors of the Corporation to determine from time to time the number of directors of the Corporation and the number of directors of the Corporation to be elected at an annual meeting (the text of which special resolution is set out in the accompanying Information Circular);
5. to re-appoint auditors and to authorize the directors to fix the auditors' remuneration;
6. to consider and, if deemed advisable, to ratify and approve the rolling stock option plan of the Corporation (a copy of which stock option plan is set out in Schedule "C" to the accompanying Information Circular);
7. to consider and, if deemed advisable, to confirm a new By-law relating generally to the transaction of the business and affairs of the Corporation (a copy of which By-law is set out in Schedule "D" to the accompanying Information Circular);
8. to consider and, if deemed advisable, pass a special resolution to reduce the stated capital and contributed surplus of the Corporation (the text of which special resolution is set out in the accompanying Information Circular);
9. to consider and, if deemed advisable, pass a special resolution to amend the articles of the Corporation to create a new class of shares to be classified as "Preferred Shares" (the text of which special resolution is set out in the accompanying Information Circular); and
10. to transact such other business as may properly come before the Meeting or any adjournment thereof.

The nature of the business to be transacted at the Meeting is described in further detail in the Information Circular under the section "Matters to be Acted Upon" and at: <http://www.dealnetcapital.com/2015AGM>

The record date for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting is September 8, 2015 (the "**Record Date**"). Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date are entitled to receive notice of, and to vote, at the Meeting or any adjournments or postponements thereof.

**Notice-and-Access**

The Corporation is utilizing the notice-and-access mechanism (the "**Notice-and-Access Provisions**") under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations*, for distribution of Meeting materials to registered and beneficial Shareholders.

### **Website Where Meeting Materials are Posted**

The Notice-and-Access Provisions allow reporting issuers to post electronic versions of proxy-related materials, such as the Information Circular and annual financial statements, ("**Proxy-Related Materials**") on-line, via the System for Electronic Document Analysis and Retrieval ("**SEDAR**") and one other website, rather than mailing paper copies of such materials to Shareholders. Electronic copies of the Information Circular, financial statements of the Corporation for the year ended December 31, 2014 ("**Financial Statements**") and management's discussion and analysis of the Corporation's results of operations and financial condition for 2014 ("**MD&A**") may be found on the Corporation's SEDAR profile at [www.sedar.com](http://www.sedar.com) and also on the corporation's website at <http://www.dealnetcapital.com/2015AGM>. The Corporation will not use procedures known as "stratification" in relation to the use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the Information Circular to some Shareholders with this notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice-and-Access Provisions, which will not include a paper copy of the Information Circular nor the Financial Statements.

### **Obtaining Paper Copies of Materials**

The Corporation anticipates that using the Notice-and-Access Provisions for delivery to all Shareholders will directly benefit the Corporation through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing Proxy-Related Materials. Shareholders with questions about notice-and-access can call the Corporation's transfer agent, Capital Transfer Agency, ("**Capital**") at 121 Richmond St. West, Suite 401, Toronto, Ontario M5H 2K1, toll-free at 1-800-631-0940. Shareholders may also obtain paper copies of the Proxy Related Materials free of charge by contacting Capital toll-free at 1-800-631-0940 or upon request to the Corporation's Corporate Secretary.

A request for paper copies which are required in advance of the Meeting should be sent so that they are received by the Corporation or Capital as applicable, by Friday, October 9, 2015 in order to allow sufficient time for Shareholders to receive the paper copies and to return their proxies or voting instruction forms to intermediaries before October 21, 2015, at 10:00 a.m. local time, being the date that is not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof.

### **Voting**

**All Shareholders are invited to attend the Meeting and may attend in person or may be represented by proxy.**

### **FORM OF PROXY FOR REGISTERED SHAREHOLDERS**

Completed proxies for Registered Shareholders must be returned to Capital, the Corporation's transfer agent, (i) by mail to Capital Transfer Agency, at 121 Richmond St. West, Suite 401, Toronto, Ontario M5H 2K1; (ii) by facsimile at 416-350-5008; (iii) by email to [info@capitaltransferagency.com](mailto:info@capitaltransferagency.com); or (iv) by internet at <http://www.capitaltransferagency.com/>; by 10:00 am (Eastern time) October 21, 2015 or not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) before the time any adjourned Meeting is reconvened or any postponed Meeting is convened (the "**Proxy Deadline**").

### **VOTING INSTRUCTION FORMS FOR NON-REGISTERED SHAREHOLDERS**

Non-Registered Shareholders, who have not waived the right to receive the Proxy-Related Materials will either: (i) receive a voting instruction form; or (ii) be given a proxy which has already been signed by the intermediary (typically by a facsimile, stamped signature) which is restricted to the number of Common Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed.

Non-Registered Shareholders should carefully follow the instructions that accompanying the voting instruction form or the proxy, including those indicating when and where the voting instruction form or the proxy is to be delivered. Voting instructions must be deposited by the Proxy Deadline, however your voting instruction form may provide for an earlier date in order to process your votes in a timely manner. Voting instruction forms permit the completion of the voting instruction form online or by telephone. A Non-Registered Shareholder wishing to attend and vote at the Meeting in person should follow the corresponding instructions on the voting instruction form or, in the case of a proxy, strike out the names of the persons named in the proxy and insert the Non-Registered Shareholder's name in the space provided.

**DATED** this 10<sup>th</sup> day of September, 2015.

### **BY ORDER OF THE BOARD OF DIRECTORS**

(signed) "*Michael Hilmer*"

Michael Hilmer, Chief Executive Officer and Director



## MANAGEMENT INFORMATION CIRCULAR

as at September 10, 2015

DealNet Capital Corp. (the "**Corporation**") is utilizing the notice-and-access mechanism (the "**Notice-and-Access Provisions**") under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") and National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**") for distribution of this Management Information Circular (this "**Information Circular**") to both registered and non-registered (or beneficial) holders (collectively, the "**Shareholders**") of common shares of the Corporation ( the "**Common Shares**"). Further information on the Notice-and-Access Provisions is contained below under the heading "General Proxy Information – Notice-and-Access" and Shareholders are encouraged to read this information for an explanation of their rights.

### GENERAL INFORMATION RESPECTING THE MEETING

This Information Circular is furnished in connection with the solicitation of proxies **by the management of the Corporation** for use at the annual and special meeting (the "**Meeting**") of the Shareholders to be held on the 23<sup>rd</sup> day of October, 2015, at 10:00 a.m. (Toronto time) at the offices of Blake, Cassels & Graydon LLP, 199 Bay Street, Suite 4000, Commerce Court West, Toronto, Ontario, and at any adjournment(s) thereof, for the purposes set forth in the accompanying Notice of Meeting.

In this Information Circular, references to "the Corporation", "we" and "our" refer to DealNet Capital Corp. "Beneficial Shareholders" means Shareholders who do not hold Common Shares in their own name and "intermediaries" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

### GENERAL PROXY INFORMATION

#### Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Corporation. The Corporation will bear all costs of this solicitation. We have arranged for intermediaries to forward the meeting materials to Beneficial Shareholders held by those intermediaries and we may reimburse the intermediaries for their reasonable fees and disbursements in that regard.

#### Appointment of Proxy Holders

The individuals named in the accompanying form of proxy (the "**Proxy**") are officers of the Corporation. **If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or corporation other than either of the persons designated in the Proxy, who need not be a Shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy (and striking out the names now**

**designated) or by completing and delivering another suitable form of proxy.** For instructions regarding the delivery of instruments of proxy, see below under the heading "Registered Shareholders".

### **Voting by Proxy Holder**

The persons named in the Proxy will vote for or against or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

- (a) each matter or group of matters identified therein for which a choice is not specified;
- (b) any amendment to or variation of any matter identified therein; and
- (c) any other matter that properly comes before the Meeting.

**In respect of a matter for which a choice is NOT specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy FOR the approval of such matter. Management is not currently aware of any other matter that could come before the Meeting.**

### **Registered Shareholders**

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so by completing, dating and signing the enclosed Proxy and returning it to the Corporation's transfer agent, Capital Transfer Agency, (i) at 121 Richmond St. West, Suite 401, Toronto, Ontario M5H 2K1; (ii) by facsimile at 416-350-5008; (iii) by email to [info@capitaltransferagency.com](mailto:info@capitaltransferagency.com); or (iv) by internet at <http://www.capitaltransferagency.com/>; not less than 48 hours, excluding Saturdays, Sundays or statutory holidays in the Province of Ontario, before the time set for the holding of the Meeting or any adjournment or postponement thereof.

### **Beneficial Shareholders**

The following information is of significant importance to Shareholders who do not hold Common Shares in their own name. Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Corporation as the registered holders of Common Shares).

If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the names of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

**If you are a Beneficial Shareholder:** You should carefully follow the instructions of your broker or intermediary in order to ensure that your Common Shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the Proxy provided to Registered Shareholders by the Corporation. However, its purpose is limited to instructing the intermediary on how to vote on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge mails a voting instruction form in lieu of a Proxy provided by the Corporation. The voting instruction form will name the same persons as the Corporation's Proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a Shareholder), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should follow the instructions on the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **If you receive a voting instruction form from Broadridge, you cannot use it to vote Common Shares directly at the Meeting - the voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.**

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker, you, or a person designated by you, may attend at the Meeting as proxyholder for your broker and vote your Common Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your Common Shares as proxyholder for your broker, or have a person designated by you to do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the voting instruction form provided to you and return the same to your broker in accordance with the instructions provided by such broker, well in advance of the Meeting.

Alternatively, you can request in writing that your broker send you a legal proxy which would enable you, or a person designated by you, to attend at the Meeting and vote your Common Shares.

### **Revocation of Proxies**

In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it by executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date or the notice of revocation to Capital (i) at 121 Richmond St. West, Suite 401, Toronto, Ontario M5H 2K1; (ii) by facsimile at 416-350-5008; or (iii) by email to [info@capitaltransferagency.com](mailto:info@capitaltransferagency.com); at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

### **Notice and Access**

As noted above, the Corporation is utilizing the Notice-and-Access Provisions under NI 54-101 and NI 51-102 for distribution to this Information Circular to all registered Shareholders and Non-Registered Shareholders.

The Notice-and-Access Provisions allow reporting issuers to post electronic versions of proxy-related materials, such as this Information Circular and annual financial statements (the "**Proxy-Related Materials**") on-line, via the System for Electronic Document Analysis and Retrieval ("**SEDAR**") and one other website, rather than mailing paper copies of such materials to Shareholders. Electronic copies of this

Information Circular, financial statements of the Corporation for the year ended December 31, 2014 ("**Financial Statements**") and management's discussion and analysis of the Corporation's results of operations and financial condition for 2014 ("**MD&A**") may be found on the Corporation's SEDAR profile at [www.sedar.com](http://www.sedar.com) and also on the Corporation's website at <http://www.dealnetcapital.com/2015AGM>. The Corporation will not use procedures known as "stratification" in relation to the use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of its information circular to some shareholders with the notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice-and-Access Provisions, which will not include a paper copy of this Information Circular. **Shareholders are reminded to review this Information Circular before voting.**

Although this Information Circular, the Financial Statements and the MD&A will be posted electronically on-line as noted above, Shareholders will receive paper copies of a "notice package" via prepaid mail containing the Notice with information prescribed by NI 54-101 and NI 51-102, a form of proxy or voting instruction form, and supplemental mail list return card for Shareholders to request they be included in the Corporation's supplementary mailing list for receipt of the Corporation's annual financial statements for the 2015 fiscal year.

The Corporation anticipates that relying on the Notice-and-Access Provisions will directly benefit the Corporation through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing Proxy-Related Materials.

Shareholders with questions about the Notice-and-Access can call the Corporation's transfer agent, Capital at 416-350-5007 or toll-free at 1-800-631-0940. Shareholders may also obtain paper copies of Proxy Related Materials free of charge by contacting Capital at 416-350-5007; or toll-free at 1-800-631-0940; or by email at [info@capitaltransferagency.com](mailto:info@capitaltransferagency.com); or upon request to the Corporate Secretary of the Corporation.

A request for paper copies which are required in advance of the Meeting should be sent so that they are received by the Corporation or Capital, as applicable, by Friday, October 9, 2015, in order to allow sufficient time for Shareholders to receive their paper copies and to return a) their form of proxy to the Corporation or Capital, or b) their voting instruction form to their Intermediaries by the Proxy Deadline.

#### **INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

No person who has been a director or executive officer of the Corporation since the beginning of the last financial year, no proposed nominee for election as a director of the Corporation, and no associate or affiliate of any such director, proposed director or executive officer has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the approval of the Corporation's 10% rolling stock option plan (the "**Stock Option Plan**") (to the extent that such directors and/or officers hold stock options; see "Executive Compensation" below for particulars on the options held by directors and officers).

#### **VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

Each holder of Common Shares of record at the close of business on **September 8, 2015** (the "**Record Date**"), is entitled to vote at the Meeting or at any adjournment thereof, either in person or by proxy.

As of the Record Date, the Corporation had 142,476,933 issued and outstanding Common Shares. Each common share carries the right to one vote. The Common Shares are listed and posted for trading on the TSX Venture Exchange (the "**TSXV**") under the symbol "**DLS**."

To the knowledge of the directors and executive officers of the Corporation, as of the date hereof, no person or company beneficially owns, or controls or directs, directly or indirectly, 10% or more of the voting rights attached to any class of voting securities of the Corporation, on a non-diluted basis.

### **QUORUM**

A quorum for the transaction of business at any meeting of Shareholders is two persons present in person, each being a Shareholder entitled to vote thereat or a duly appointed proxyholder or representative for a Shareholder so entitled, irrespective of the number of shares held by such persons. If a quorum is present at the opening of any meeting of Shareholder, the Shareholder or Shareholders present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the time appointed for the meeting or within a reasonable time thereafter as the Shareholders may determine, the Shareholders present or represented may adjourn the meeting to a fixed time and place but may not transact any other business.

### **MATTERS TO BE ACTED ON AT THE MEETING**

#### **A. Receipt of Financial Statements**

The audited consolidated financial statements for the year ended December 31, 2014 and the report of the auditors thereon are available on SEDAR at [www.sedar.com](http://www.sedar.com). No vote with respect to such audited consolidated financial statements is required or proposed to be taken.

#### **B. Number of Directors**

The articles of continuance of the Corporation provide that the Board of Directors (the "**Board**") shall consist of a minimum of five and a maximum of ten directors. The Corporation wishes to fix the number of directors of the Corporation at six (the "**Special Resolution Fixing the Number of Directors**").

#### Requisite Approval

At the Meeting, the Shareholders will be asked to approve the Special Resolution Fixing the Number of Directors, in the form set out below. The approval of the Special Resolution Fixing the Number of Directors will require the affirmative vote of 66 $\frac{2}{3}$ % of the votes cast by the Shareholders present in person or represented by proxy at the Meeting.

"RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. the number of directors be fixed at six; and
2. any director or officer of the Corporation be and each of them is hereby authorized to do such things and to execute and deliver all such documents that such director or officer may, in his or her discretion, determine to be necessary or useful in order to give full effect to the intent and purpose of this resolution."

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the Special Resolution Fixing the Number of Directors set out above.**

**Common Shares represented by proxies in favour of management nominees will be voted FOR the Special Resolution Fixing the Number of Directors unless a Shareholder has specified in his, her or its proxy that his, her or its shares are to be voted against the Special Resolution Fixing the Number of Directors.**

### C. Election of Directors

The articles of continuance of the Corporation provide that the Board of Directors (the "**Board**") shall consist of a minimum of five and a maximum of ten directors. Subject to the approval by the Shareholders at the Meeting, the number of directors to be elected at the Meeting is six directors.

Management proposes that each of the persons named below be individually nominated at the Meeting for re-election or election, as the case may be, as directors of the Corporation to serve, until the next annual meeting of Shareholders or until his or her successor is elected or appointed. Management does not contemplate that any of the nominees will be unable to serve as a director. **However, if a nominee should be unable to so serve for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion. Shares represented by proxies in favour of management nominees will be voted FOR the election of all of the nominees whose names are set forth below, unless a Shareholder has specified in his, hers or its proxy that his, hers or its shares are to be withheld from voting on the election of directors.**

The following table and the notes thereto state the names of all persons to be nominated for election as directors, all other positions or offices with the Corporation now held by them, their principal occupations of employment, the year in which they became directors for the Corporation, the approximate number of Common Shares beneficially owned, or controlled or directed, directly or indirectly, by each of them, as of the date hereof, and the number of options to acquire Common Shares held by each of them as of the date hereof.

Pierre G. Gagnon has chosen not to stand for re-election. Mr. Gagnon has served as a director for the Corporation since September 2012 and has been an integral part of developing the business into what it is today. The Board wishes to thank Mr. Gagnon for his dedicated service to DealNet and wishes him well in his future endeavours.

Name and Municipality of Residence	Present Principal Occupation <sup>(1)</sup>	Year first became director	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly <sup>(1)</sup>	Number of Options Held
Dr. Steven Small <sup>(2)</sup> Toronto, Ontario, Canada	Chairman & CEO of Capital Partners Corporation	June 16, 2015	2,105,263	1,750,000
Harold Bridge <sup>(3) (6) (8)</sup> Oakville, Ontario, Canada	CEO of Kathar Enterprises Inc.	June 16, 2015	526,315	500,000
Victoria Davies Oakville, Ontario, Canada	CFO of Lee Hecht Harrison Knightsbridge	Proposed Director	Nil	Nil
Michael Hilmer <sup>(7)</sup> Toronto, Ontario, Canada	COO of the Corporation from May 2012 to March 2015; CEO of the Corporation from March, 2015 to present	September 4, 2012	5,624,430	1,300,000
Brent Houlden <sup>(4) (6)</sup> Toronto, Ontario, Canada	Interim CFO, Danier Leather Inc., Consultant and Financial Advisor CR Advisors	June 16, 2015	342,105	150,000
John Radford <sup>(4) (5)</sup> Toronto, Ontario, Canada	Auto Executive Recruiter/Consultant at Marckis Group	June 16, 2015	144,736	150,000

**Notes:**

- (1) Information supplied by nominees and does not include shares issuable upon exercise of convertible securities.
- (2) Executive Chairman.
- (3) Chair of the Audit Committee, lead independent director.
- (4) Member of the Audit Committee.
- (5) Chair of the Compensation and Corporate Governance Committee.
- (6) Member of the Compensation and Corporate Governance Committee.
- (7) 4,324,430 Common Shares are held personally by Mr. Hilmer, and 1,300,000 Common Shares are held by 2088654 Ontario Inc., a company controlled by Mr. Hilmer.
- (8) 526,315 Common Shares held by Kathar Capital Corporation, a company controlled by Mr. Bridge.

Set forth below is a description of the principal occupation of each of the Board nominees during the past five years:

***Dr. Steven Small – Executive Chairman***

Dr. Steven Small is currently a Founder and Director of INFOR Acquisition Corp. He is also a founding investor and director (acting as Chairman of the Audit and Finance Committee and Chairman of the Strategic Initiatives Committee) of the Axsium Group, the world's largest workforce management consulting practice. Dr. Small is a Co-Founder and seed capital investor of Element Financial Corporation, a top 100 TSX corporation, where he acted as Executive Vice Chairman and member of several Board Committees until April, 2015.

He was a Co-Founder, seed capital investor, and Director of Newcourt Credit Group. Newcourt was, when sold to CIT Group in 2000, was the largest independent "non bank" asset backed finance company in the world. He also co-founded Knightsbridge Human Capital Solutions, which became Canada's largest vertically integrated HR firm before being sold to LHH (an Adeco Company) in March of 2015.

For the last 30 years, Dr. Small has been active in a wide variety of business ventures - primarily private venture capital and corporate activities in many business sectors including finance, money management, personal care businesses, technology, health care and consulting. His business career has been primarily as founding investor and an active contributing board member of various private and public companies as well as engagements as Interim CEO, financial and strategic advisor. His firm, Capital Partners Corporation founded and managed, as General Partner and investor, a \$100 million venture capital LP Fund which was sold in 2000.

Dr. Small's professional degrees from the University of Toronto are Doctor of Dental Surgery (D.D.S.) as well as a post graduate Degree in Anaesthesiology and he remains a Certified Specialist in Anaesthesiology. He served as an Associate Professor of Aneasthesiology at the University of Toronto until 1997. He holds numerous professional awards and distinctions.

Dr. Small was one of the earliest business professional to attend the Rotman School of Business (U. of Toronto) to earn the ICD.D Professional Director designation of the Institute of Corporate Directors.

***Harold Bridge – Director***

Mr. Bridge has assumed the role of Lead Director and Chair of the Audit Committee of the Corporation. Mr. Bridge is the Chief Executive Officer of Kathar Enterprises Inc., a Toronto-based firm that provides corporate finance, mergers & acquisition and financial advisory services to national and international clients. Mr. Bridge currently serves on the board of Element Financial Corporation, and is Chairman of the Element Audit Committee. From 1974 to 2006, Mr. Bridge served as a partner in the audit, financial advisory and consulting services practices at Deloitte & Touche LLP and as Executive Vice President and Director at Deloitte & Touche Corporate Finance Canada Inc. He is currently a Director of Aquam Corporation, and Direct Credit Ontario Inc. and was Chairman of the International Examination Review

Board for the Corporate Finance Designation (CF) for the Canadian Institute of Chartered Accountants (CICA). Mr. Bridge has been an advisor to the Equipment Lessors' Association and the CICA's Sub Committee on Leasing and is the coauthor of *Leases: Financial Reporting and Analysis*, published by the CICA. He has lectured on taxation and leasing issues at the World Bank, the Conference Board of Canada, Queen's University and the University of Toronto as Associate Professor of Accounting and Special Lecturer in Advanced Accounting and Finance. Mr. Bridge holds a Bachelor of Commerce degree in Finance & Accounting from the University of Toronto, a Master of Business Administration degree in Finance and Operations Research from Queen's University, a Corporate Finance (CF) designation from the CICA, is a Fellow of the Chartered Professional Accountants of Ontario (FCPA, FCA) and has earned the professional independent director designation (ICD.D) from the Institute of Corporate Directors and the University of Toronto's Rotman School of Management.

***Victoria Davies- Proposed Director***

Ms. Davies is the Chief Financial Officer for Lee Hecht Harrison Knightsbridge, Canada's largest human capital consulting firm. With the recent merger of Lee Hecht Harrison and Knightsbridge Human Capital Management, she is responsible for all aspects of the integration of Lee Hecht Harrison and Knightsbridge in Canada. Prior thereto, Ms. Davies was responsible for the financial governance of Knightsbridge, including reporting, financial processes and control, compliance, and strategic business initiatives. She was also the Corporate Secretary and was involved in many aspects of the board of directors and shareholder relations. Her experience at Knightsbridge included guiding the corporation through significant growth, by integrating four foundational acquisitions and driving four subsequent acquisitions, setting up successful subsidiaries in the UK and Australia, and ensuring appropriate governance and tax structures were in place in the US and internationally. Knightsbridge has been named one of Canada's Best Managed Companies for eight consecutive years.

Prior to joining Knightsbridge, Ms. Davies' career included working at Pepsi-Cola Canada and KPMG. She was involved in many senior level projects and honed her skills as a strategic business adviser, with a focus on adding value to the organization and executing against significant acquisition activity. She also acted as business unit controller for the UK operations of Sanofi Synthelabo while living in Europe for over five years.

Ms. Davies is a director and a member of the audit committee of Axsium Group, a workforce management implementation company with operations in the US, UK and Australia.

Ms. Davies is a director and member of the finance committee for Action Against Hunger (ACF- Canada). She is also a Director and Treasurer for The Churchill Society for the Advancement of Parliamentary Democracy. She previously held board positions, including Audit/Finance Committee roles with Appleby College, Oakville Children's Choir, and The Osteoporosis Society. She is a volunteer for various committees for Financial Executives International – Canada (FEI). From 2012 to 2014 she was a member of the Veterans Transition Advisory Council, which provided recommendations to the Federal Government on ways to improve the employment of veterans of the Armed Forces as they transition out of the Military.

Ms. Davies was the recipient of an FCMA in 2013 and a CMA Creative Leadership Award in 2009.

Ms. Davies holds a BA and Master of Accounting degree from the University of Waterloo. She earned her CPA, CA and CPA, CMA in 1988 and 1987.

***Michael Hilmer – Director***

Mr. Hilmer is currently the Chief Executive Officer and Director of the Corporation. Mr. Hilmer started his career with Wood Gundy Financial Services and later moved to MCI Systemhouse with responsibility for

large financial services customers. In 2000, Mr. Hilmer founded Millennium Care, a Cloud Based CRM Software company and the ninth fastest growing startup in Canada according to profit magazine 2000/2001. Mr. Hilmer acquired the OC Communications Group of Companies in 2008 and successfully turned them into strong solution providers for Financial Services, Utilities, Retail, Telecom and Pharmaceuticals. OC Communications group developed strong origination and servicing capability in consumer loan originations thus forming the basis for the current financial services platform operated by DealNet.

***Brent Houlden – Director***

Mr. Houlden is a retail strategy and operations consultant with deep financial advisory skills. He understands how digital and mobile technologies have changed shopping patterns and the path-to-purchase of consumers. Specifically, Mr. Houlden has assisted retailers and other consumer businesses to rapidly develop their Omni Channel capabilities to counter the decline in foot traffic in traditional shopping malls and to respond to online offerings. He has also assisted manufacturers and suppliers to go direct-to-their consumers by leveraging web based technologies.

After 26 years as a Deloitte partner, he retired from the firm in November 2014 to co-found CR Advisors – a consulting boutique focusing on interim management assignments and formulating high impact and practical business solutions. He is currently acting as the Interim CFO of Danier Leather Inc. As a senior Deloitte partner, he held various leadership positions building Deloitte’s Consulting and Financial Advisory practices. Through his career, he led Deloitte’s retail practice in Canada while serving numerous retailers, consumer product companies, real estate developers and landlords.

His governance experience includes serving on the Canadian Board of Directors of Deloitte for two terms, as well as having served as Director and Treasurer of The Empire Club of Canada, Chair of University of Toronto Press. He is currently a director of the Mount Pleasant Group and is actively involved in various advisory boards.

Mr. Houlden holds a MBA (Queen’s University), two accounting degrees (CPA, CA and CPA (Illinois)), CIRP (ret), trustee license from OSB, and has earned the professional independent director designation (ICD.D) from the Institute of Corporate Directors and the University of Toronto’s Rotman School of Management.

***John Radford - Director***

Mr. John Radford assumed the role of Chair of the Corporation’s Compensation and Corporate Governance Committee. He has held senior executive level positions in the automotive sector at both Corporate and Retail spheres in the USA and Canada for over three decades and retired as Senior Executive Vice President of National Sales and Marketing of Ford Motor Company of Canada in 2000. That role carried direct and material P&L responsibility in one of Canada's largest corporations.

Mr. Radford was VP and General Manager of the Morguard Auto Group between 2000 and 2009 leading the Group to be Canada’s largest volume and most profitable Ford Group in Canada. Currently, Mr. Radford is the senior Executive Auto Recruiter at the Marckis Group, Canada’s leading exclusive auto executive recruiting company for international OEM’s and OEM’s captive auto loan operations. In addition, Mr. Radford was the Ontario Regional Manager for LoJack Canada with over 200 dealer/distributors, a world leader in stolen auto/commercial equipment recovery between 2012 and 2015.

Mr. Radford has held several directorships/governance roles including Wilfrid Laurier University, (Chair) Sheridan College, Ford of Canada Limited, Ford Credit Canada Limited along with a number of small

private businesses. Mr. Radford has earned the professional independent director designation (ICD.D) from the Institute of Corporate Directors and the University of Toronto's Rotman School of Management.

**Corporate Cease Trade Orders, Penalties and Bankruptcies**

To the best of the Corporation's knowledge, no proposed director is, at the date of this Information Circular, or has been, within the 10 years prior to the date of this Information Circular, a director or chief executive officer or chief financial officer of any Corporation (including the Corporation) that, while that person was acting in that capacity,

- (a) was subject to an order that was issued while the proposed director was acting in the capacity of director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes of the above section, the term "order" means:

- (i) a cease trade order;
- (ii) an order similar to a cease trade order; or
- (iii) an order that denied the relevant Corporation access to any exemption under securities legislation

that was in effect for a period of more than 30 consecutive days.

Except as disclosed below, to the Corporation's knowledge, no proposed director of the Corporation is or has been, within the 10 years before the date of this Information Circular, a director or executive officer of any Corporation that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Mr. Radford was appointed as a director of Medcomsoft Inc. ("Medcomsoft") on June 9, 2008. On November 1, 2008, Medcomsoft's Board of Directors reviewed the financial condition of the company and authorized the hiring of a trustee and the filing of a Notice of Intention to make a proposal to its creditors under the Bankruptcy and Insolvency Act (Canada) ("NOI"). Each of Medcomsoft's directors, including Mr. Radford, then resigned effective November 3, 2008. On November 3, 2008, Medcomsoft commenced the filing of the NOI. Dr. Small was a director of Herbal Magic Inc., which was deemed to have an assignment in bankruptcy pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) in August, 2014, and a director of the successor entity to Herbal Magic Inc., which filed for bankruptcy subsequent to him resigning as director.

To the Corporation's knowledge, no proposed director of the Corporation has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

**Common Shares represented by proxies in favour of the management nominees will be voted FOR the election of each of the nominees as a director of the Corporation, unless a Shareholder has specified in his, her or its proxy that his, her or its shares are to be withheld from voting for any or all of the nominees.**

#### **D. Appointment of Directors**

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass a special resolution approving and authorizing the Board to change the number of directors of the Corporation as it deems appropriate (the “**Special Resolution Regarding the Appointment of Directors**”).

Pursuant to section 125(3) of the *Business Corporations Act* (Ontario) (the “OBCA”), if the Articles of a corporation provide for a minimum and maximum number of directors, the directors may, if a special resolution of shareholders so provides, fix the number of directors and the number of directors to be elected at an annual meeting. The articles of continuance of the Corporation provide that the Board shall consist of a minimum of five and a maximum of ten directors. Section 124(2) of the OBCA provides that where a special resolution empowers directors to fix the number of directors in accordance with section 125(3) of the OBCA, the directors may appoint one or more directors between annual meetings, provided that the total number of directors of the Corporation does not exceed one and one-third times the number of directors elected at the previous meeting.

From time to time, the Board identifies individuals who could make a valuable contribution to the Corporation as a director. By adopting the proposed Special Resolution Regarding the Appointment of Directors, this will allow the Board, subsequent to the next annual general meeting, to appoint additional directors to augment the Board with different skills and expertise, with a view to enhancing value for the Shareholders.

#### Requisite Approval

At the Meeting, the Shareholders will be asked to pass the Special Resolution Regarding the Appointment of Directors, in the form set out below. The approval of the Special Resolution Regarding the Appointment of Directors will require the affirmative vote of 66 $\frac{2}{3}$ % of the votes cast by the Shareholders present in person or represented by proxy at the Meeting.

"RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. in accordance with section 125(3) of the *Business Corporations Act* (Ontario) (the "OBCA"), the directors shall be empowered and authorized to determine the number of directors of the Corporation and the number of directors of the Corporation to be elected at an annual meeting, within the minimum and maximum numbers provided for in the articles of the Corporation, by a resolution of the directors, subject to the provisions of the OBCA; and
2. any director or officer of the Corporation be and each of them is hereby authorized to do such things and to execute and deliver all such documents that such director or officer may, in his or her discretion, determine to be necessary or useful in order to give full effect to the intent and purpose of this resolution."

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the Special Resolution Regarding the Appointment of Directors set out above.**

**Common Shares represented by proxies in favour of management nominees will be voted FOR the Special Resolution Regarding the Appointment of Directors unless a Shareholder has specified in his,**

**her or its proxy that his, her or its shares are to be voted against the Special Resolution Regarding the Appointment of Directors.**

#### **E. Re-Appointment of Auditors**

Ernst & Young LLP was first appointed as auditors of the Corporation effective August 13, 2015. At the Meeting, the holders of Common Shares will be requested to re-appoint Ernst & Young LLP as auditors of the Corporation to hold office until the next annual meeting of Shareholders or until a successor is appointed, and to authorize the Board to fix the auditors' remuneration.

In accordance with Part 4.11 of National Instrument 51-102, a copy of the Corporation's "Reporting Package", which includes the Notice of Change of Auditor and letters from Schwartz Levitsky Feldman LLP and Ernst & Young LLP respecting the change of auditor, is attached hereto and made a part hereof as Schedule "B".

Schwartz Levitsky Feldman LLP was first appointed as auditors of the Corporation on March 12, 2014. Prior to that, Kreston GTA LLP (formerly, DNTW Toronto LLP) were auditors of the Corporation, first appointed on February 14, 2012.

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the Re-Appointment of Auditors set out above.**

**Common Shares represented by proxies in favour of the management nominees will be voted FOR the re-appointment of Ernst & Young LLP as auditor of the Corporation and authorizing the directors of the Corporation to fix their remuneration, unless a Shareholder has specified in his, her or its proxy that his, her or its shares are to be withheld from voting on the re-appointment of auditors.**

#### **Audit Fees**

The aggregate fees billed by the Corporation's external auditors for professional services rendered for the audit of the consolidated financial statements of the Corporation and its subsidiaries were \$210,000 in the fiscal year ended December 31, 2014 and \$65,000 in the fiscal year ended December 31, 2013.

#### **Audit Related Fees**

There were no fees (including reimbursed expenses) billed by the Corporation's external auditors for services related to the audit or review the Corporation's financial statements in 2014 and 2013.

#### **Tax Fees**

The aggregate fees (including reimbursed expenses) billed by the Corporation's external auditors for the preparation of corporate tax returns, tax compliance, tax advice and tax planning services were \$7,500 in the fiscal year ended December 31, 2014 and \$nil in the fiscal year ended December 31, 2013.

#### **All Other Fees**

There were no aggregate fees (including reimbursed expenses) billed by the Corporation's external auditors for services rendered to the Corporation and its subsidiaries other than the services described above in the fiscal years ended December 31, 2014 and 2013.

## **F. Ratification and Approval of the Employee Stock Option Plan**

In accordance with the requirements of the TSXV, Shareholders will be asked annually to approve and ratify the Corporation's Stock Option Plan, pursuant to which the directors of the Corporation are authorized to grant options for up to 10% of the issued and outstanding Common Shares from time to time. The Board approved the Stock Option Plan on July 13, 2015.

The following information is intended to be a brief description of the Stock Option Plan and is qualified in its entirety by the full text of the Stock Option Plan. Capitalized terms in the following description note defined in this Information Circular shall have the meanings given thereto in the Stock Option Plan. A copy of the Stock Option Plan is attached as Schedule "C" to this Information Circular.

- The purpose of the Stock Option Plan is to provide appropriate incentives to Eligible Persons to acquire a proprietary interest in the Corporation in order to continue their participation in the affairs of the Corporation and to increase their efforts on behalf of the Corporation. The purpose of this 2015 Stock Option Plan is to advance the interests of the Corporation by: (a) providing Eligible Persons with additional incentive; (b) encouraging share ownership by Eligible Persons; (c) increasing the proprietary interest of Eligible Persons in the success of the Corporation; (d) encouraging Eligible Persons to remain with the Corporation or its Subsidiaries; and (e) attracting new employees, directors and officers.
- The Stock Option Plan is administered by the Board or a committee established by the Board for that purpose.
- The number of Common Shares reserved for issuance cannot exceed 10% of the issued and outstanding Common Shares at the time of the grant.
- Any Share subject to an Option granted under the Plan that has been exercised by an Optionee, or is cancelled, terminated or surrendered without having been exercised in whole or in part, shall again be available for grant under the Plan.
- The aggregate number of Common Shares reserved for issuance under Options granted to Insiders (as a group) and any other security based compensation arrangements of the Corporation at any point in time shall not exceed 10% of the issued and outstanding Common Shares at such time.
- The aggregate number of Common Shares reserved for issuance pursuant to Options granted to Insiders (as a group), within any twelve-month period shall not exceed 10% of the issued and outstanding Common Shares at the time of the grant of the Option.
- The aggregate number of Common Shares reserved for issuance pursuant to Options granted to any one person (and any Consulting Company wholly owned by that person), within any twelve-month period shall not exceed 5% of the issued and outstanding Common Shares at the time of the grant of the Option.
- The aggregate number of stock options which may be granted to any one consultant under the Stock Option Plan, any other employer stock options plans or options for services, within any twelve-month period, must not exceed 2% of the Common Shares issued and outstanding at the time of the grant.
- The aggregate number of stock options which may be granted to investor relations persons under the Stock Option Plan, any other employer stock options plans or options for services, within any

twelve-month period must not exceed 2% of the Common Shares issued and outstanding at the time of the grant.

- The Board will establish the Exercise Price at the time each Option is granted and allocated to particular Eligible Persons and approved by the Board, provided that the Exercise Price shall not be less than the Discounted Market Price as of date of such grant of the Option or, if the Common Shares are not listed on the Exchange, the Fair Market Value determined in good faith by the Board. In addition to any resale restrictions under Applicable Securities Laws and the Plan, where the Exercise Price of any Option is priced at a discount to the Market Price on the date of grant, any such Option and any Common Shares issued upon exercise of such Option prior to the expiry of the Exchange Hold Period will be subject to, and must contain a legend in respect of, the Exchange Hold Period commencing on the date such Options were granted.
- The stock options are exercisable for a period of up to ten years from the date of grant.
- No Option may be exercised by an Optionee unless it is fully vested. Options shall vest, and thereafter be exercisable: (a) over a period of eighteen months from the Effective Date, with no more than one third of such Options vesting in any six-month period therein; or (b) as otherwise determined by the Board in its discretion.
- Options granted to persons retained to provide IR Activities shall vest at least over a period of twelve months from the Effective Date, with no more than one quarter of such Options vesting in any three-month period therein.
- Options shall be non-assignable and non-transferable by a holder thereof other than by will or the laws of descent.
- In the event an Optionee's employment or consulting arrangements or term of office with the Corporation or a Subsidiary ceases by reason of the Optionee's death, then the executor or administrator of the Optionee's estate may exercise any Options of the Optionee to the extent that the Options were exercisable at the date of such death and the right to exercise the Options terminates on the earlier of the date that is ninety days following the date of the Optionee's death and the date on which the Exercise Period of the particular Option expires; provided, however, that no Options shall remain exercisable for more than twelve months following the Termination Date.
- In the event an Optionee's employment or term of office with the Corporation or a Subsidiary is terminated by the Corporation or a Subsidiary for lawful cause, or with the Corporation or a Subsidiary are terminated by the Corporation or a Subsidiary for breach of agreement prior to the expiry of the original term or any subsequent renewal term of such arrangements; then unless otherwise determined by the Board, at its discretion (provided, however, that no Options shall remain exercisable for more than twelve (12) months following the Termination Date), any Options held by such Optionee (or, if applicable, those of its Consulting Company), whether or not such Options are exercisable at the applicable Termination Date, immediately expire and are cancelled on the applicable Termination Date at a time determined by the Board, at its discretion.
- In the event an Optionee's employment or term of office with the Corporation or a Subsidiary terminates by reason of voluntary resignation by such Optionee or termination by the Corporation or a Subsidiary without cause (whether such termination occurs with or without any or adequate reasonable notice or with or without any or adequate compensation in lieu of such reasonable notice) any Options held by the Optionee (or, if applicable, those of its Consulting Company) that are exercisable at the Termination Date continue to be exercisable by the Optionee until the earlier

of the date that is ninety days following the Termination Date and the date on which the Exercise Period of the particular Option expires, unless otherwise determined by the Board, at its discretion; provided, however, that no Options shall remain exercisable for more than twelve months following the Termination Date.

- The Board or committee, as applicable, may at any time amend or terminate the Stock Option Plan, but where amended, such amendment is subject to regulatory approval.
- Options shall be exercisable by the Holder by delivering a fully completed Exercise Form to the Corporation specifying the number of Options to be exercised accompanied by payment in full of the aggregate Exercise Price therefor by cash payment, wire transfer or by certified cheque or bank draft payable to the Corporation (in each case in immediately available funds). The Exercise Form must be accompanied by: (a) the originally signed Option Agreement with respect to the Option being exercised; and (b) documents containing required representations, warranties, agreements and undertakings, including as to the Holder's future dealings in such Common Shares.
- The Corporation's obligation to issue Common Shares to Holder pursuant to the exercise of an Option or otherwise pay an amount pursuant to the Plan or any Option shall be subject to the satisfaction of all federal, state, provincial, local and foreign tax obligations as may be required by applicable law, including, but not limited to, obligations to make withholdings, deductions or remittances in respect of any taxable benefits of a Holder arising under this Plan or any Option ("tax withholding obligations") and the Corporation shall have the power and right to: (a) deduct or withhold from all amounts payable to a Holder pursuant to this Plan, any Option, or otherwise in the course of the employment of the Optionee in respect of the Option with the Corporation or its Subsidiary, and (b) require the Holder to remit to the Corporation an amount sufficient to satisfy in full any tax withholding obligations as may be imposed on the Corporation by applicable law.

Further, the Corporation may require the Holder to satisfy, in whole or in part, such deduction or any tax withholding obligation by instructing the Corporation to withhold Common Shares that would otherwise have been received by the Holder upon exercise of any Options, and sell such Common Shares by Company as a trustee on behalf of the Holder, and remit the proceeds of such sale to the relevant taxing authority in satisfaction of the tax or withholding obligations.

As of the Record Date, the Corporation had 142,476,933 Common Shares issued and outstanding. This means that a total of 14,247,693 options were available to be granted pursuant to the Employee Stock Option Plan. As of the Record Date, 11,044,200 options had been granted pursuant to the Employee Stock Option Plan and 3,194,382 options were still available to be granted.

At the Meeting, Shareholders will be asked to pass an ordinary resolution set out below. In order to be adopted, the resolution must be passed by a majority of the votes cast, in person or by proxy, at the Meeting:

"RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the stock option plan (the "**Employee Stock Option Plan**") of DealNet Capital Corp. (the "**Corporation**"), is hereby ratified and approved;
2. the Corporation is authorized to grant stock options pursuant and subject to the terms and conditions of the Employee Stock Option Plan, as amended, entitling all of the option holders in aggregate to purchase up to such number of Common Shares of the Corporation as is equal to ten percent (10%) of the number of Common Shares of the Corporation issued and outstanding on the applicable grant date; and

3. any one officer or director of the Corporation is authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Corporation or otherwise, all such documents and other writings, including treasury orders, stock exchange and securities commission forms, as may be required to give effect to the true intent of this resolution."

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the resolution to ratify and approve the Employee Stock Option Plan set out above.**

**Common Shares represented by proxies in favour of management nominees will be voted FOR the ratification and approval of the Stock Option Plan, unless a Shareholder has specified in his, her or its proxy that his, her or its shares are to be voted against the ratification and approval of the Employee Stock Option Plan.**

#### **G. Confirmation of New By-Law**

By resolution effective September 9, 2015, the Board adopted By-law No. 1 of the Corporation, being a general operating by-law relating to the transaction of the business and affairs of the Corporation in compliance with the provisions of the OBCA, and repealed all previous by-laws of the Corporation, if any.

At the Meeting, Shareholders will be asked to pass an ordinary resolution, set out below, to confirm By-law No. 1, a copy of which By-law is appended as Schedule "D" to this Circular. In order to be adopted, the resolution must be passed by a majority of the votes cast, in person or by proxy, at the Meeting:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. By-Law No. 1 of the Corporation previously adopted by the board of directors of the Corporation, as set out in Schedule "D" to the Corporation's management information circular dated September 10, 2015, be and is hereby confirmed; and
2. any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute, or to cause to be executed, whether under the corporate seal or otherwise, and to deliver or cause to be delivered all such other documents and instruments, and to do or cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to carry out the intent of this resolution, the execution of any such document or the doing of any such other thing being conclusive evidence of such determination."

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the resolution to confirm By-law No. 1 set out above.**

**Common Shares represented by proxies in favour of management nominees will be voted FOR the confirmation of By-law No. 1, unless a Shareholder has specified in his, her or its proxy that his, her or its shares are to be voted against the confirmation of By-law No. 1.**

#### **H. Reduction of Stated Capital and Contributed Surplus**

##### General

At the Meeting, Shareholders will be asked to consider and, if thought appropriate, pass, with or without amendments, a special resolution to reduce the Corporation's stated capital account of the Common Shares by \$54,000,000 and contributed surplus by up to \$6,200,000 (the "**Stated Capital and Contributed Surplus Reduction Resolution**").

### Background and Reasons for the Reduction of Stated Capital and Contributed Surplus

As at June 30, 2015, the Corporation had an accumulated deficit of \$60,387,000. The deficit is attributable to losses experienced by the Corporation since its incorporation in 1986 up to June 30, 2015.

Shareholders will be asked at the Meeting to approve a special resolution authorizing a reduction in the Corporation's stated capital account of the Common Shares by \$54,000,000 and the Corporation's contributed surplus by up to \$6,200,000 (the "**Reduction of Capital**"). The Corporation does not have reasonable grounds to believe that (i) it is or, after the stated capital reduction contemplated by the Stated Capital and Contributed Surplus Reduction Resolution, would be unable to pay its liabilities as they become due, or (ii) after the stated capital reduction contemplated by the Stated Capital and Contributed Surplus Reduction Resolution, the realizable value of the Corporation's assets would be less than the aggregate of its liabilities. **The Reduction of Capital will not otherwise affect the assets or liabilities of the Corporation. The Reduction of Capital will not result in any monetary or other payment to Shareholders. It will not change the amount of shareholder's equity, but solely its composition.**

Management believes that the proposed Reduction of Capital will allow the Corporation's balance sheet to more accurately reflect the assets, operations and prospects. In addition, the Reduction of Capital will give the Board the necessary flexibility in managing the Corporation's capital going forward.

### Certain Canadian Federal Income Tax Considerations with Respect to the Reduction of Stated Capital and Contributed Surplus

The following is a summary of the principal Canadian federal income tax considerations related to the proposed reduction of stated capital and contributed surplus that are generally applicable to Shareholders. This summary is based on the current provisions of the *Income Tax Act* (Canada) (the "**Tax Act**"), the regulations to the Tax Act, and the current published administrative policies and assessing practices of the Canada Revenue Agency made publicly available prior to the date hereof. This summary also takes into account all proposed amendments to the Tax Act and regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, and assumes that all proposed amendments will be enacted in the form proposed, although no assurances can be given in this regard. Except for the proposed amendments, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental, regulatory, or judicial action or decision, or changes in the administrative policies or assessing practices of the Canada Revenue Agency, nor does it take into account provincial, territorial or foreign income tax considerations, which may differ from the Canadian federal income tax considerations discussed below.

The proposed reduction of stated capital of the Common Shares and contributed surplus will not result in any immediate Canadian federal income tax consequences to a Shareholder nor will it affect a Shareholder's adjusted cost base of the Common Shares for purposes of the Tax Act. However, the reduction of stated capital will reduce the paid-up capital (for purposes of the Tax Act) of the Common Shares ("**PUC**") by an amount equal to such reduction of stated capital.

Although the reduction of the stated capital and contributed surplus and the corresponding reduction of the PUC of the Common Shares will not have any immediate Canadian federal income tax consequences, such reduction may have future Canadian federal income tax consequences to a Shareholder in certain limited circumstances, including, but not limited to, if the Corporation repurchases any Common Shares other than, generally, in a normal course issuer bid, on a distribution of assets from the Corporation to its Shareholders, or if the Corporation is wound-up. In general, upon such transactions, a Shareholder will be deemed to

have received a dividend to the extent that the amount paid or distributed exceeds the PUC of the Shareholder's Common Shares.

This summary is not exhaustive of all Canadian federal income tax considerations related to the proposed reduction of stated capital and contributed surplus. This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Shareholder. Accordingly, Shareholders should consult their own tax advisors with respect to their particular circumstances.

### Requisite Approval

At the Meeting, the Corporation's Shareholders will be asked to approve the Stated Capital and Contributed Surplus Reduction Resolution, in the form set out below. The approval of the Stated Capital and Contributed Surplus Reduction Resolution will require the affirmative vote of 66⅔% of the votes cast by the Shareholders, present in person or represented by proxy at the Meeting.

RESOLVED, AS A SPECIAL RESOLUTION THAT:

1. the stated capital account maintained in respect of the Common Shares is hereby authorized to be reduced by \$54,000,000 and the contributed surplus of the Corporation is hereby authorized to be reduced by up to \$6,200,000, without any payment being made to holders of Common Shares on such reductions;
2. any director or officer of the Corporation be and each of them is hereby authorized to do such things and to execute and deliver all such documents that such director or officer may, in his discretion, determine to be necessary or useful in order to give full effect to the intent and purpose of this resolution; and
3. notwithstanding that this resolution has been passed by the Corporation's shareholders, the directors of the Corporation are hereby authorized and empowered to revoke this resolution, without any further approval of the Corporation's shareholders if such revocation is considered necessary or desirable by the directors.

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the Stated Capital and Contributed Surplus Reduction Resolution set out above.**

**Common Shares represented by proxies in favour of management nominees will be voted FOR the Stated Capital and Contributed Surplus Reduction Resolution unless a Shareholder has specified in his proxy that his shares are to be voted against the Stated Capital and Contributed Surplus Reduction Resolution.**

## **I. Amendment to the Articles**

### General

At the Meeting, Shareholders will be asked to pass a special resolution authorizing the Corporation to file articles of amendment of the Corporation to create a new class of shares to be classified as "Preferred Shares" (the "**Preferred Shares Resolution**").

### Background

The main purpose of the creation of the Preferred Shares is to provide the Corporation with greater flexibility in its capital structure and in raising future capital for use in the Corporation's business and operations or in connection with acquisitions of other businesses or properties. An unlimited number of Preferred Shares will be created and the Preferred Shares will be issuable in one or more series. The Board will be authorized to fix the number of shares of each series, and to determine for each series, subject to the terms and conditions set out herein, the designation, rights, privileges, restrictions and conditions, including dividend rates, redemption prices, conversion rights and other matters. A summary of the terms of the Preferred Shares is included below. Reference should be made to the full text of the terms and conditions attaching to the Preferred Shares as set out in Schedule "E" hereto.

The Preferred Shares may at any time, and from time to time, be issued in one or more series, in accordance with and subject to the provisions of the OBCA. The Board shall, by resolution duly passed before the issue of any Preferred Shares of any series, fix the number of shares in and determine the designation, rights, privileges, restrictions and conditions attaching to the Preferred Shares of such series.

So long as any Preferred Shares are outstanding, the holders of the Preferred Shares of each series shall rank both with regard to dividends and return of capital in priority to the holders of the Common Shares and in priority to any other shares ranking junior to the Preferred Shares, and the holders of the Preferred Shares of each series may also be given such other preference over the holders of the Common Shares and any other shares ranking junior to the holders of the Preferred Shares as may be determined as to the respective series authorized to be issued.

The Preferred Shares of each series shall rank on a parity with the Preferred Shares of every other series with respect to priority in payment of dividends and return of capital in the event of any distribution of assets of the Corporation among its shareholders arising on the liquidation, dissolution or winding up of the Corporation.

Among other things, each series of Preferred Shares, upon determination by the Board, may or may not carry voting rights and may or may not be convertible into another class or series of shares of the Corporation.

The attributes of the Common Shares remain unchanged, subject to the rights, privileges, restrictions and conditions attaching to the Preferred Shares.

### Requisite Approval

At the Meeting, the Shareholders will be asked to pass the Preferred Shares Resolution, in the form set out below. The approval of the Preferred Shares Resolution will require the affirmative vote of 66 $\frac{2}{3}$ % of the votes cast by the Shareholders present in person or represented by proxy at the Meeting.

“RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. the Board is hereby authorized to amend the articles of the Corporation to create a new class of shares to be classified as “Preferred Shares” as provided in the form of draft articles of amendment attached to this Information Circular as Schedule “E”;
2. any director or officer of the Corporation be and each of them is hereby authorized to do such things and to execute and deliver all such documents that such director or officer may, in his

or her discretion, determine to be necessary or useful in order to give full effect to the intent and purpose of this resolution; and

3. the Board may revoke this Special Resolution or any part thereof without further approval of the Shareholders at any time prior to the issuance of a certificate of amendment of the articles in respect of such amendment.”

**Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the Preferred Shares Resolution set out above.**

**Common Shares represented by proxies in favour of management nominees will be voted FOR the Preferred Shares Resolution unless a Shareholder has specified in his, her or its proxy that his, her or its shares are to be voted against the Preferred Shares Resolution.**

#### Dissent Rights

A Shareholder has a right to dissent under Section 185 of the OBCA if the Shareholder is opposed to the Preferred Shares Resolution. A summary of the procedure for a shareholder to exercise its right to dissent as provided in Section 185 of the OBCA is set out in Schedule “F” hereto.

### **EXECUTIVE COMPENSATION**

Securities laws require that a "Statement of Executive Compensation" in accordance with Form 51-102F6 be included in this Information Circular. Form 51-102F6 prescribes the disclosure requirements in respect of the compensation of executive officers and directors of reporting issuers. Form 51-102F6 provides that compensation disclosure must be provided for the Chief Executive Officer and the Chief Financial Officer of an issuer and each of the issuer's three mostly highly compensated executive officers at the end of the most recently completed financial year whose total compensation exceeded \$150,000. Based on these requirements, the executive officers of the Corporation for whom disclosure is required under Form 51-102F6 are Robert Cariglia, Ashish Kapoor and Michael Hilmer, who are collectively referred to as the "Named Executive Officers" or "NEOs".

SUMMARY COMPENSATION TABLE								
Name and Principal Position of Named Executive Officer	Year	Salary (CDN\$)	Share-based awards (\$)	Option-Based Awards (CDN\$)	Non-Equity Incentive Plan Compensation		All Other Compensation (CDN\$)	Total Compensation (CDN\$)
					Annual Incentive Plans (CDN\$)	Long-Term Incentive Plans (CDN\$)		
Robert J. Cariglia <sup>(1)</sup> Chief Executive Officer	2014	180,000	Nil	Nil	Nil	Nil	Nil	180,000
	2013	145,000	Nil	Nil <sup>(3)</sup>	Nil	Nil	Nil	145,000
	2012	60,000	Nil	129,969 <sup>(3)</sup>	Nil	Nil	Nil	189,969
Ashish Kapoor Chief Financial Officer	2014	65,000	Nil	Nil	Nil	Nil	Nil	65,000
	2013	45,000	Nil	Nil <sup>(4)</sup>	Nil	Nil	Nil	45,000
	2012	30,000	Nil	77,981 <sup>(3)</sup>	Nil	Nil	Nil	107,981
Michael Hilmer <sup>(2)</sup> Chief Operating Officer	2014	180,000	Nil	Nil	Nil	Nil	156,000 <sup>(4)</sup>	336,000
	2013	135,000	Nil	Nil <sup>(4)</sup>	Nil	Nil	16,395 <sup>(4)</sup>	151,395
	2012	60,000	Nil	77,981 <sup>(3)</sup>	Nil	Nil	9,564 <sup>(4)</sup>	147,545

## Notes:

- (1) Mr. Cariglia resigned as Chief Executive Officer effective March 24, 2015 and as a Director on June 16, 2015.
- (2) Mr. Hilmer was appointed as interim Chief Executive Officer effective March 23, 2015 and Chief Executive Officer effective August 26, 2015.
- (3) In the Information Circular for the Corporation dated September 8, 2014, the Corporation incorrectly stated the fair value of option based awards that vested during the 2012 and 2013 years. The 2012 and 2013 amounts have been updated in the above table to reflect the fair value on the grant date of option-based awards granted during the respective years as required under NI51-102F6. The value of stock option based awards is based on the estimated fair value of the Options awarded on the grant date based on the Black-Scholes valuation model. Key assumptions used for the valuation of Options include a risk free rate based on Government of Canada bonds for the equivalent term of the Option on the date of grant of 1.16%, expected life of 3 years, no expected dividend yield and volatility of 424%. The Black-Scholes methodology is a widely used and accepted Options valuation methodology.
- (4) Represents amounts awarded as an automobile allowance. Included in 2014 was an amount of \$138,000 owing to Mr. Hilmer related to a compensation arrangement for services from the purchase of OC Communications Group Inc. in 2012.

### NEO Outstanding Option-Based Awards

The table below reflects all option-based awards for each Named Executive Officer outstanding as at December 31, 2014.

NEO OPTION-BASED AWARDS OUTSTANDING AS AT DECEMBER 31, 2014						
	Option-based Awards				Share-based Awards	
Name of Named Executive Officer	Number of Securities Underlying Unexercised Options	Option Exercise Price (CDN\$/Security)	Option Expiration Date	Value of Unexercised In-the-Money Options (CDN\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Robert J. Cariglia Chief Executive Officer	500,000	\$0.275	December 10, 2015	Nil	Nil	Nil
Ashish Kapoor Chief Financial Officer	300,000	\$0.275	December 10, 2015	Nil	Nil	Nil
Michael Hilmer Chief Operating Officer	300,000	\$0.275	December 10, 2015	Nil	Nil	Nil

### Incentive Award Plans

The following table provides information concerning the incentive award plans of the Corporation with respect to each Named Executive Officer during the fiscal year ended December 31, 2014. The only incentive award plan of the Corporation during fiscal 2014 was the Stock Option Plan.

INCENTIVE AWARD PLANS – VALUE VESTED OR EARNED DURING THE FISCAL YEAR ENDED DECEMBER 31, 2014			
Name of Executive Officer	Option-Based Awards – Value Vested During Fiscal 2014 (CDN\$)	Share Based Awards- Value Vested During Fiscal 2014 (CDN\$)	Non-Equity Incentive Plan Compensation – Value Earned During Fiscal 2014 (CDN\$)
Robert J. Cariglia Chief Executive Officer	Nil	Nil	Nil
Ashish Kapoor Chief Financial Officer	Nil	Nil	Nil
Michael Hilmer Chief Operating Officer	Nil	Nil	Nil

### **Pension Plan Benefits**

The Corporation does not have a pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement.

### **Termination and Change of Control Benefits and Management Contracts**

The employment agreements that DealNet has entered into with the NEOs may require DealNet to make certain types of payments and provide certain types of benefits upon termination of employment of an NEO or change of control of the Corporation.

All NEO employment agreements permit the Corporation to terminate the employment of an NEO without notice or pay in lieu thereof, at any time, for just cause. In such event, DealNet shall pay the NEO their base salary up to the date of termination of employment.

On March 24, 2015, Mr. Cariglia resigned from his position as CEO. The Corporation and Mr. Cariglia agreed to a separation package whereby the Corporation would continue to pay Mr. Cariglia's base salary for 12 months following separation, as well as continue certain health and insurance benefits during that period. In the event that Mr. Cariglia secures alternative employment during that period, any amount owing to Mr. Cariglia would be reduced by any alternative employment earnings earned by Mr. Cariglia.

Mr. Hilmer entered into an executive employment agreement with the Corporation dated January 31, 2013 and expiring on August 31, 2017. This agreement provides that in the event of termination without cause, Mr. Hilmer is entitled to 24 months' notice of termination, or, at the Corporation's option, pay in lieu of notice, along with benefits, vehicle allowances and stock options. If termination without just cause occurred on December 31, 2014, Mr. Hilmer would have been entitled to receive payments equal to an estimated \$351,000. Additionally, the Corporation may, at any time, give 90 days' advance written notice to Mr. Hilmer of its intention to terminate his agreement. Under this scenario, the Corporation would be obligated to pay the remaining unpaid remuneration up to the expiry date of Mr. Hilmer's contract, in a lump sum on the expiration of the 90-day written notice period. Mr. Hilmer's agreement does not contain any change of control provisions.

Mr. Kapoor entered into an executive employment agreement with the Corporation dated January 8, 2013 and expiring on December 31, 2017. This agreement provides that in the event of termination without cause, Mr. Kapoor is entitled to 12 months' notice of termination, or, at the Corporation's option, pay in lieu of notice, along with benefits, vehicle allowances and stock options. If termination without just cause occurred on December 31, 2014, Mr. Kapoor would have been entitled to receive payments equal to an estimated \$55,000. Additionally, the Corporation may, at any time, give 90 days' advance written notice to Mr. Kapoor of its intention to terminate his agreement. Under this scenario, the Corporation would be obligated to pay the remaining unpaid remuneration up to the expiry date of Mr. Kapoor's contract, in a lump sum on the expiration of the 90-day written notice period. Mr. Kapoor's agreement does not contain any change of control provisions.

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

Set out below is information as of December 31, 2014 with respect to compensation plans under which equity securities of the Corporation are authorized for issuance. The only incentive award plan of the Corporation during fiscal 2014 was the Stock Option Plan. See "Matters to be Acted on at the Meeting – Ratification and Approval of the Employee Stock Option Plan".

### Equity Compensation Plan Information

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights as at December 31, 2014 (#)</b>	<b>Weighted average exercise price of outstanding options, warrants and rights as at December 31, 2014 (\$)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) as at December 31, 2014 (#)</b>
<b>Equity compensation plans approved by security holders</b>	4,384,700	\$0.275	3,101,528
<b>Equity compensation plans not approved by security holders</b>	Nil	Nil	Nil
<b>Total</b>	4,384,700	\$0.275	3,101,528

### Compensation Discussion and Analysis

In order to achieve the Corporation's compensation objectives, and based on the Compensation and Corporate Governance Committee's ("CCGC") assessment of compensation packages for executives with comparable positions at other public and private companies, the CCGC is implementing a revised executive compensation program for the fiscal year ended December 31, 2015 for NEOs and other executives, which will provide a balanced compensation program intended to attract, reward and retain its key executives. This compensation program will consist of three main components, each designed to achieve a distinct objective:

- (i) *Base Salary and Benefits* – provides regular competitive compensation for services rendered at a level commensurate with their skills, experience and duties, competitive with industry comparables.
- (ii) *Performance-Based Bonus Incentives* – are intended to serve as a reward for the achieving or surpassing of defined financial and business operating results.
- (iii) *Equity-Based Incentives*– provide alignment for the NEOs with the Corporation's long-term objectives and value created for shareholders.

#### *Determination of Compensation of Executive Officers*

The CCGC considers and determines the compensation payable to all NEOs of the Corporation. The CCGC recognizes that the Corporation's development and prospects are directly attributable to the efforts, unique skills and experience of these executive officers. Therefore, compensation programs reflect the executive officer's contributions to the Corporation.

***Base Salary***

The CCGC and the Board approve the salary ranges for the NEOs. The base salary review for each NEO is based on assessment of factors such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance. The Corporation considers market conditions, comparable compensation levels from peers and financial results in determining the base salary.

***Performance-Based Incentives***

The Corporation, in its discretion, may award performance-based incentives in order to motivate executives to achieve corporate goals. The CCGC and the Board approve all performance-based incentives.

The success of NEOs in achieving their individual objectives and their contribution to the Corporation in reaching its overall goals are factors in the determination of their performance-based incentives. This assessment is used by the CCGC in developing its recommendations to the Board with respect to the determination of performance-based incentives.

***Equity-Based Incentives***

Equity-based incentives represent compensation that is “at risk” and may or may not be paid to the respective executive officer depending on: (i) whether the executive officer is able to meet or exceed his or her applicable performance targets; and (ii) whether the Corporation achieves its financial and business operating results. The Board considers each NEOs performance target and the Corporation’s performance and assigns compensation based on this assessment and the recommendations of the CCGC.

***Compensation and Measurements of Performance***

Achieving predetermined individual and/or corporate targets and objectives, as well as general performance in day to day corporate activities, may trigger the award of a bonus payment to the NEO as determined by the Board upon the recommendation of the CCGC. The NEO will receive a partial or full incentive payment depending on the number of the predetermined targets met and the CGCC’s and the board’s assessment of overall performance. The determination as to whether a target has been met is ultimately made by the Board. The Board reserves the right to make positive or negative adjustments to any bonus payment recommendation if they consider them to be appropriate.

***Option-based Awards***

The Corporation’s stock option plan has been and will be used to provide share purchase options which are granted in consideration of the level of responsibility of the executive as well as his or her impact and/or contribution to the longer-term operating performance of the Corporation. In determining the number of options to be granted to the executive officers, the CGCC and the Board takes the performance criteria outlined above as well as the number of options, if any, previously granted to each executive officer. Option-based grants are established to ensure the interests of the executive officers are aligned with the interests of the Corporation’s Shareholders. In setting or amending the Corporation’s stock option plan, the CCGC considers the recommendations from the executive officers and external advisor

***Compensation of Directors***

The following table provides a summary of all amounts of compensation provided to the non-NEO directors of the Corporation during the fiscal year ended December 31, 2014.

DIRECTOR COMPENSATION TABLE FOR FISCAL 2014					
Name <sup>(1)</sup>	Fee Earned (CDN\$)	Option-Based Awards (CDN\$)	Non-Equity Incentive Plan Compensation (CDN\$)	All Other Compensation (CDN\$)	Total (CDN\$)
C. Fraser Elliot III <sup>(2)</sup>	3,000	Nil	Nil	Nil	3,000
Pierre G. Gagnon <sup>(6)</sup>	84,000	Nil	Nil	Nil	84,000
Henry J. Kloeppe <sup>(3)</sup>	12,000	Nil	Nil	Nil	12,000
J. Graham Simmonds <sup>(4)</sup>	Nil	Nil	Nil	25,246	25,246
Neal Romanchych <sup>(5)</sup>	9,000	Nil	Nil	Nil	9,000

## Notes:

- (1) The relevant disclosure for Messrs. Cariglia and Hilmer are provided in the Summary Compensation Table for NEOs above.  
(2) Mr. Elliot was elected on October 22, 2014 and resigned from the Board on April 28, 2015.  
(3) Mr. Kloeppe resigned from the Board on June 16, 2015.  
(4) Mr. Simmonds resigned from the Board on September 23, 2014. All other compensation consists of automobile allowances.  
(5) Mr. Romanchych did not stand for re-election to the Board on October 22, 2014.  
(6) Included in Mr. Gagnon's amounts were a signing bonus and retainer fees related to assuming the role of Chairman on September 23, 2014.

*Director Outstanding Option-Based Awards*

The table below reflects all option-based awards for each non-NEO director of the Corporation outstanding as at December 31, 2014.

DIRECTOR OPTION-BASED AWARDS OUTSTANDING AS AT DECEMBER 31, 2014						
Name of Director <sup>(1)</sup>	Option-based Awards				Share-based Awards	
	Number of securities Underlying Unexercised Options	Option Exercise Price (CDN\$/Security)	Option Expiration Date	Value of Unexercised In-the-Money Options (CDN\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
C. Fraser Elliot III <sup>(2)</sup>	Nil	Nil	Nil	Nil	Nil	Nil
Pierre G. Gagnon	200,000	\$0.275	December 10, 2015	Nil	Nil	Nil
Henry J. Kloeppe <sup>(3)</sup>	200,000	\$0.275	December 10, 2015	Nil	Nil	Nil
J. Graham Simmonds <sup>(4)</sup>	200,000	\$0.275	December 10, 2015	Nil	Nil	Nil
Neal Romanchych <sup>(5)</sup>	200,000	\$0.275	December 10, 2015	Nil	Nil	Nil

## Notes:

- (1) The relevant disclosure for Messrs. Cariglia and Hilmer are provided in the Summary Compensation Table for NEOs above.  
(2) Mr. Elliot was elected on October 22, 2014 and resigned from the Board on April 28, 2015.  
(3) Mr. Kloeppe resigned from the Board on June 16, 2015.

(4) Mr. Simmonds resigned from the Board on September 23, 2014.

(5) Mr. Romanchych did not stand for re-election to the Board on October 22, 2014.

The following table provides information concerning the incentive award plans of the Corporation with respect to each non-NEO director of the Corporation during the fiscal year ended December 31, 2014. The only incentive award plan of the Corporation during fiscal 2014 was the Stock Option Plan.

<b>INCENTIVE AWARD PLANS – VALUE VESTED OR EARNED DURING THE FISCAL YEAR ENDED DECEMBER 31, 2014</b>			
<b>Name of Director <sup>(1)</sup></b>	<b>Option-Based Awards Value Vested During Fiscal 2014 (CDN\$)</b>	<b>Share-based awards Value vested during the year (CDN\$)</b>	<b>Non-Equity Incentive Plan Compensation Value Earned During Fiscal 2014 (CDN\$)</b>
C. Fraser Elliot III <sup>(2)</sup>	Nil	Nil	Nil
Pierre G. Gagnon	Nil	Nil	Nil
Henry J. Kloeppe <sup>(3)</sup>	Nil	Nil	Nil
J. Graham Simmonds <sup>(4)</sup>	Nil	Nil	Nil
Neal Romanchych <sup>(5)</sup>	Nil	Nil	Nil

Notes:

- (1) The relevant disclosure for Messrs. Cariglia and Hilmer is provided in the Summary Compensation Table for NEOs above.  
(2) Mr. Elliot was elected on October 22, 2014 and resigned from the Board on April 28, 2015.  
(3) Mr. Kloeppe resigned from the Board on June 16, 2015.  
(4) Mr. Simmonds resigned from the Board on September 23, 2014.  
(5) Mr. Romanchych did not stand for re-election to the Board on October 22, 2014.

## **STATEMENT OF CORPORATE GOVERNANCE MATTERS**

### **Corporate Governance**

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Corporation. National Policy 58-201 *Corporate Governance Guidelines* ("**NP 58-201**") establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices. The Board is committed to sound corporate governance practices, which both are in the interest of its Shareholders and contribute to effective and efficient decision making.

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), the Corporation is required to disclose its corporate governance practices, as summarized below. The Board will continue to monitor such practices on an ongoing basis and, when necessary, implement such additional practices as it deems appropriate.

## Board of Directors

The Board is currently comprised of six directors: Dr, Steven Small and Messrs. Harold Bridge, Brent Houlden, Pierre G. Gagnon, Michael Hilmer and John Radford. At the Meeting the Shareholders will be asked to elect six directors to the Board. Five of the aforementioned directors are proposed to be re-elected as directors at the Meeting, along with Ms. Victoria Davies, a director nominee.

NI 58-101 defines an "independent director" as a director who has no direct or indirect material relationship with the Corporation. A "material relationship" is in turn defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with such member's independent judgment.

Michael Hilmer is not considered "independent" as a result of his current position as Chief Executive Officer of the Corporation. Dr. Steven Small is not considered "independent" as a result of his current position as Executive Chairman. The remaining directors are considered to be independent directors since they are independent of management and free from any material relationship with the Corporation and form a majority of the board. The basis for this determination is that, since the beginning of the fiscal year ended December 31, 2014, the independent directors have not worked for the Corporation, received remuneration from the Corporation (other than in the capacity as a director) or had material contracts with or material interests in the Corporation which could interfere with their ability to act with a view to the best interests of the Corporation. Mr. Harold Bridge acts as the Board's lead independent director.

The Board believes that it functions independently of management. To enhance its ability to act independent of management, the members of the Board may meet in the absence of members of management and the non-independent directors or may excuse such persons from all or a portion of any meeting where a potential conflict of interest arises or where otherwise appropriate.

## Other Reporting Issuer Directorships

Certain of the directors of the Corporation are also directors of other reporting issuers (or the equivalent). The following table sets forth such directors:

Name	Name of Reporting Issuer
Dr, Steven Small	INFOR Acquisition Corp. (TSX: IAC)
Harold Bridge	Element Financial Corporation (TSX: EFN)
Pierre G. Gagnon	Abba Medix Group Inc. (CSE: ABA) Altitude Resources Inc. (TSXV: ALI) Baymount Incorporated (TSXV:BYM) Spruce Ridge Resources Limited (TSXV: SHL)

## Orientation and Continuing Education

Each new director is given an outline of the nature of the business of the Corporation, its corporate strategy and current issues within the Corporation. New directors are also required to meet with management of the Corporation to discuss and better understand the Corporation's business and are given the opportunity to meet with counsel to the Corporation to discuss their legal obligations as directors of the Corporation.

In addition, management of the Corporation takes steps to ensure that its directors and officers are continually updated as to the latest corporate and securities policies which may affect the directors, officers

and committee members of the Corporation as a whole. Any such changes or new requirements are then brought to the attention of the Corporation's directors either by way of director or committee meetings or by direct communications from management to the directors.

### **Ethical Business Conduct**

The Board has found that the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual directors' participation in the decision making of the Board in which the director has an interest as well as adherence to the standards contained in the Corporation's Code of Business Conduct and Ethics have been sufficient to ensure that the Board operates independently of management and in the best interests of the Corporation. Further, the Corporation's auditors have full and unrestricted access to the audit committee of the Corporation (the "**Audit Committee**") at all times to discuss the annual audits of the Corporation's financial statements and any related findings as to the integrity of the financial reporting process.

### **Compensation and Corporate Governance Committee (CCGC)**

The Corporation has established the CCGC which is composed of three directors: Messrs. John Radford, Harold Bridge and Brent Houlden, all of whom are independent of management within the meaning of NI 58-101. John Radford serves as committee chair. The CCGC meets at least twice annually and is responsible for making recommendations to the Board regarding: (a) Chief Executive Officer compensation; (b) compensation of other executives; (c) incentive compensation plans; and (d) employment agreements, severance agreements, retirement agreements, change in control agreements and provisions, and any special or supplemental benefits for each officer of the Corporation. The Board then determines whether to adopt such recommendations as submitted or otherwise.

The CCGC is also responsible for: (a) reviewing the Board's Corporate Governance guidelines and all Committee's Charters to ensure that they are consistent with sound governance principles, and recommending any proposed changes to the Board for approval; (b) developing, and periodically updating, a Code of Business Ethics (the "**Code**") for approval by the Board, and ensuring that management has established a system to disseminate and monitor compliance of the Code and is enforcing its application; (c) in consultation with the Audit Committee, monitoring and reviewing the Corporation's policies and procedures relating to compliance with laws and regulations and its Code; (d) considering what competencies and skills the Board, as a whole, should possess and seeking individuals qualified to become board members, including evaluating persons suggested by Shareholders or others; (e) recommending to the Board the director nominees for the next annual meeting of Shareholders; (f) evaluating and recommending to the Board when new members should be added to the Board, including factors of structure, size and composition of the Board and its committees; (g) reviewing the composition of each Board committee and presenting recommendations for committee memberships and committee chairmanships to the Board as needed; (h) developing and overseeing the annual performance assessment process for the Board and each Committee of the Board; and (i) reporting regularly to the Board on the CCGC's activities and actions, as appropriate.

### **Other Board Committees**

In addition to the CCGC, the Board also has an Audit Committee, the details of which are provided below.

### **Assessment of Board Performance**

The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees.

## AUDIT COMMITTEE INFORMATION

The Audit Committee is responsible for the Corporation's financial reporting process and the quality of its financial reporting. In addition to its other duties, the Audit Committee reviews all financial statements, annual and interim, intended for circulation among Shareholders and reports upon these to the Board. In addition, the Board may refer to the Audit Committee other matters and questions relating to the financial position of the Corporation. In performing its duties, the Audit Committee maintains effective working relationships with the Board, management and the external auditors and monitors independence of those auditors. The Audit Committee has formally adopted an Audit Committee charter, which sets forth purposes of the Audit Committee and guidelines for its practices. The full text of the Audit Committee Charter is annexed hereto as Schedule "A".

The members of the Audit Committee are: Harold Bridge (Chair), Brent Houlden and John Radford, all of whom are financially literate and independent (as such terms are defined in National Instrument 52-110 *Audit Committees* ("**NI 52-110**")), and all of whom are not Officers, employees or Control Persons of the Corporation or any of its Associates or Affiliates as such capitalized terms are defined in TSXV policies. The Corporation satisfies the financial literacy and independence requirements of Part 3 of NI 52-110.

The Corporation is relying on the exemption in Section 6.1 of NI 52-110 (*Venture Issuers*). At no time since the commencement of the fiscal year ended December 31, 2012 has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Thus, the composition of the Audit Committee complies with the TSXV requirements and the provisions of NI 52-110 of the Canadian Securities Administrators.

### Composition of the Audit Committee

The following are the members of the Audit Committee:

<b>Name</b>	<b>Independent / Not Independent <sup>(1)</sup></b>	<b>Financial literacy <sup>(1)</sup></b>
Harold Bridge <sup>(2)</sup>	Independent	Financially literate
Brent Houlden	Independent	Financially literate
John Radford	Independent	Financially literate

Notes:

(1) Terms have their respective meanings ascribed in NI 52-110.

(2) Mr. Bridge is the Chair of the Audit Committee.

### Relevant Education and Experience

#### ***Harold Bridge – Director***

Mr. Bridge has assumed the role of Chair of the Audit Committee. He has lectured on taxation and leasing issues at the World Bank, the Conference Board of Canada, Queen's University and the University of Toronto as Associate Professor of Accounting and Special Lecturer in Advanced Accounting and Finance. Mr. Bridge holds a Bachelor of Commerce degree in Finance & Accounting from the University of Toronto, a Master of Business Administration degree in Finance and Operations Research from Queen's University, a Corporate Finance designation from the CICA, is a Fellow of the Chartered Professional Accountants of

Ontario (FCPA, FCA) and has earned the professional independent director designation (ICD.D) from the Institute of Corporate Directors and the University of Toronto's Rotman School of Management.

***Brent Houlden – Director***

Mr. Houlden is a retail strategy & operations consultant with deep financial advisory skills. After 26 years as a Deloitte partner, he retired from the Firm in November 2014 to co-found CR Advisors – a consulting boutique focusing on formulating high impact and practical business solutions. He is currently acting as the Interim CFO of Danier Leather Inc. As a senior Deloitte partner, he held various leadership positions building Deloitte's Consulting and Financial Advisory practices. His governance experience includes serving on the Canadian Board of Directors of Deloitte for two terms, as well as Director and Treasurer of The Empire Club of Canada, Chair of University of Toronto Press and director of the Mount Pleasant Group. In addition, he has been actively involved in various advisory boards for technology start-ups. Mr. Houlden holds a MBA (Queen's University), two accounting degrees (CPA, CA and CPA (Illinois)), CIRP (ret), trustee license from OSB, and has earned the professional independent director designation (ICD.D) from the Institute of Corporate Directors and the University of Toronto's Rotman School of Management.

***John Radford - Director***

Mr. John Radford assumed the role of Chair of the Corporate Compensation and Governance Committee. He has held senior executive level positions in the automotive sector at both Corporate and Retail spheres in the USA and Canada for over three decades and retired as Senior Executive Vice President of National Sales and Marketing of Ford Motor Company of Canada in 2000. Mr. Radford has held several directorships/governance roles including Wilfrid Laurier University, (Chair) Sheridan College, Ford of Canada Limited, Ford Credit Canada Limited along with a number of small private businesses. Mr. Radford has earned the professional independent director designation (ICD.D) from the Institute of Corporate Directors and the University of Toronto's Rotman School of Management.

**INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

As of the date hereof, no director or officer of the Corporation, no proposed nominee for election as a director of the Corporation, and no associate of any director, officer or proposed nominee, is or has been indebted, on a net basis, to the Corporation at any time during the last completed financial year.

**INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Other than as set forth herein, no informed person, director, executive officer, nominee for director, nor person who beneficially owns, directly or indirectly, Common Shares carrying more than 10% of the voting rights attached to all outstanding shares of the Corporation, nor any associate or affiliate of such persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction or any proposed transaction which has materially affected or would materially affect the Corporation.

**OTHER BUSINESS**

Management of the Corporation knows of no matters to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if matters not now known to management should come before the Meeting, Common Shares represented by proxies solicited by management will be voted on each such matter in accordance with the best judgment of the nominees voting same.

**REGISTRAR AND TRANSFER AGENT**

Capital Transfer Agency, at 121 Richmond St. West, Suite 401, Toronto, Ontario M5H 2K1, is the registrar and transfer agent for the Corporation's Common Shares.

**ADDITIONAL INFORMATION**

Additional information relating to the Corporation can be found on SEDAR at [www.sedar.com](http://www.sedar.com). Financial information is provided in the Corporation's comparative financial statements and management discussion and analysis. Copies of the Corporation's financial statements and management discussion and analysis may be obtained, without charge, upon request to the Corporate Secretary at DealNet Capital Corp., #300, 325 Milner Avenue, Toronto ON M1B 5N1.

**APPROVAL OF DIRECTORS**

The contents and the sending of this Information Circular have been approved by the directors of the Corporation.

**DATED at Toronto, Ontario this 10<sup>th</sup> day of September, 2015.**

*(signed)* "Michael Hilmer"

Michael Hilmer  
Director

**SCHEDULE "A" - AUDIT COMMITTEE CHARTER**

**DEALNET CAPITAL CORP.**  
**(the "Corporation")**

**DEALNET CAPITAL CORP.**  
**AUDIT COMMITTEE MANDATE**

As of September 9, 2015

**1. Introduction**

The Audit Committee (the “**Committee**” or the “**Audit Committee**”) of DealNet Capital Corp. (“**DealNet**” or the “**Corporation**”) is a committee of the Board of Directors (the “**Board**”). The Committee shall oversee the accounting and financial reporting practices of the Corporation and the audits of the Corporation’s financial statements and exercise the responsibilities and duties set out in this Audit Committee Mandate (this “**Mandate**”).

This Mandate was adopted by the Board on September 9, 2015, and shall become effective immediately.

**2. Membership**

*Number of Members*

The Committee shall be composed of three or more members of the Board.

*Independence of Members*

Each member of the Committee must be independent. “Independent” shall have the meaning, as the context requires, given to it in National Instrument 52-110 *Audit Committees*, as may be amended and/or replaced from time to time.

*Chair*

At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee’s compliance with this Mandate, work with management to develop the Audit Committee’s annual work-plan and provide reports of the Audit Committee to the Board.

*Financial Literacy of Members*

At the time of his or her appointment to the Committee, each member of the Committee shall have, or shall acquire within a reasonable time following appointment to the Committee, the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation’s financial statements.

*Term of Members*

The members of the Committee shall be appointed annually by the Board. Each member of the Committee shall serve at the pleasure of the Board until the member resigns, is removed, or

ceases to be a member of the Board. Unless a Chair is elected by the Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership.

### **3. Meetings**

#### ***Number of Meetings***

The Committee may meet as many times per year as necessary to carry out its responsibilities.

#### ***Calling of Meetings***

The Chair, any member of the Audit Committee, the external auditors, the Chair of the Board or Lead Director, or the Chief Executive Officer or the Chief Financial Officer may call a meeting of the Audit Committee by notifying the Corporation's Secretary who will notify the members of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a chair from their number for a meeting.

#### ***Minutes; Reporting to the Board***

The Committee shall maintain minutes or other records of meetings and activities of the Committee in sufficient detail to convey the substance of all discussions held. Upon approval of the minutes by the Committee, the minutes shall be circulated to the members of the Board. However, the Chair may report orally to the Board on any matter in his or her view requiring the immediate attention of the Board.

#### ***Attendance of Non-Members***

The external auditors are entitled to attend and be heard at each Committee meeting. In addition, the Committee may invite to a meeting any officers or employees of the Corporation, legal counsel, advisors and other persons whose attendance it considers necessary or desirable in order to carry out its responsibilities. At least once per year, the Committee shall meet with management in separate sessions to discuss any matters that the Committee or such individuals consider appropriate.

#### ***Meetings without Management***

The Committee shall hold unscheduled or regularly scheduled meetings, or portions of meetings, at which management is not present.

#### ***Procedure***

The procedures for calling, holding, conducting and adjourning meetings of the Committee shall be the same as those applicable to meetings of the Board.

### ***Access to Management and Outside Advisors***

In discharging the forgoing duties and responsibilities, the Audit Committee shall have unrestricted access to management and employees of the Corporation and to the relevant books, records and systems of the Corporation as considered appropriate. The Audit Committee shall have the authority to retain external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities. The Corporation shall provide appropriate funding, as determined by the Board, for the services of these advisors.

## **4. Duties and Responsibilities**

The Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Committee by the Board and that the Board is authorized to delegate by applicable laws and regulations. In addition to these functions and responsibilities, the Committee shall perform the duties required of an audit committee by any exchange upon which securities of the Corporation are traded, or any governmental or regulatory body exercising authority over the Corporation, as are in effect from time to time (collectively, the “**Applicable Requirements**”).

### ***Financial Reports***

#### **(a) General**

The Audit Committee is responsible for overseeing the Corporation’s financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Corporation’s financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Corporation. The auditors are responsible for auditing the Corporation’s annual consolidated financial statements and for reviewing the Corporation’s unaudited interim financial statements.

#### **(b) Review of Annual Financial Reports**

The Audit Committee shall review the annual consolidated audited financial statements of the Corporation, the auditors’ report thereon and the related management’s discussion and analysis of the Corporation’s financial condition and results of operation (“**MD&A**”). After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.

#### **(c) Review of Interim Financial Reports**

The Audit Committee shall review the interim consolidated financial statements of the Corporation, the auditors’ review report thereon, if applicable and the related MD&A. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the interim financial statements and the related MD&A.

(d) **Review Considerations**

In conducting its review of the annual financial statements or the interim financial statements, the Audit Committee shall:

- (i) meet with management and the auditors to discuss the financial statements and MD&A;
- (ii) review the disclosure in the financial statements;
- (iii) review the audit report or review report prepared by the auditors;
- (iv) discuss with management, the auditors and legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
- (v) review the accounting policies followed and critical accounting and other significant estimates and judgements underlying the financial statements as presented by management;
- (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management, including requirements relating to complex or unusual transactions, significant changes to accounting principles and alternative treatments under Canadian generally accepted accounting principles applicable to publicly accountable enterprises;
- (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
- (viii) review management's report on the effectiveness of internal controls over financial reporting, if applicable;
- (ix) review the factors identified by management as factors that may affect future financial results;
- (x) review results of the Corporation's audit committee whistleblower hotline program; and
- (xi) review any other matters related to the financial statements that are brought forward by the auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or Applicable Requirements.

(e) **Approval of Other Financial Disclosures**

The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Corporation, press releases disclosing, or based upon, financial results of the Corporation and any other material financial disclosure, including financial guidance provided to analysts, rating agencies or otherwise publicly disseminated.

**Auditors**

(a) **General**

The Audit Committee shall be responsible for oversight of the work of the auditors, including the auditors' work in preparing or issuing an audit report, performing other audit, review or attest services or any other related work.

(b) **Nomination and Compensation**

The Audit Committee shall review and, if advisable, select and recommend for Board approval the external auditors to be nominated and the compensation of such external auditor. The Audit Committee shall have ultimate authority to approve all audit engagement terms and fees, including the auditors' audit plan.

(c) **Resolution of Disagreements**

The Audit Committee shall resolve any disagreements between management and the auditors as to financial reporting matters brought to its attention.

(d) **Discussions with Auditors**

At least annually, the Audit Committee shall discuss with the auditors such matters as are required by applicable auditing standards to be discussed by the auditors with the Audit Committee.

(e) **Audit Plan**

At least annually, the Audit Committee shall review a summary of the auditors' annual audit plan. The Audit Committee shall consider and review with the auditors any material changes to the scope of the plan.

(f) **Quarterly Review Report (if applicable)**

The Audit Committee shall review a report prepared by the auditors in respect of each of the interim financial statements of the Corporation.

(g) **Independence of Auditors**

At least annually, and before the auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the auditors a formal written statement describing all

relationships between the auditors and the Corporation; discuss with the auditors any disclosed relationships or services that may affect the objectivity and independence of the auditors; and obtain written confirmation from the auditors that they are objective and independent within the meaning of the applicable Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which the auditors belong and other Applicable Requirements. The Audit Committee shall take appropriate action to oversee the independence of the auditors.

**(h) Evaluation and Rotation of Lead Partner**

At least annually, the Audit Committee shall review the qualifications and performance of the lead partner(s) of the auditors and determine whether it is appropriate to adopt or continue a policy of rotating lead partners of the external auditors.

**(i) Requirement for Pre-Approval of Non-Audit Services**

The Audit Committee shall approve in advance any retainer of the auditors to perform any non-audit service to the Corporation (together with all non-audit service fees) that it deems advisable in accordance with Applicable Requirements and Board approved policies and procedures. The Audit Committee shall consider the impact of such service and fees on the independence of the auditor. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.

**(j) Approval of Hiring Policies**

The Audit Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Corporation.

**(k) Financial Executives**

The Committee shall review and discuss with management the appointment of key financial executives and recommend qualified candidates to the Board, as appropriate.

***Internal Controls***

**(a) General**

The Audit Committee shall review the Corporation's system of internal controls.

**(b) Establishment, Review and Approval**

The Audit Committee shall require management to implement and maintain appropriate systems of internal controls in accordance with Applicable Requirements, including internal controls over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the auditors:

- (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Corporation's internal controls (including computerized information system controls and security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without limitation, controls over financial reporting), non-financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions;
- (ii) any significant changes in internal controls over financial reporting that are disclosed, or considered for disclosure, including those in the Corporation's periodic regulatory filings;
- (iii) any material issues raised by any inquiry or investigation by the Corporation's regulators;
- (iv) the Corporation's fraud prevention and detection program, including deficiencies in internal controls that may impact the integrity of financial information, or may expose the Corporation to other significant internal or external fraud losses and the extent of those losses and any disciplinary action in respect of fraud taken against management or other employees who have a significant role in financial reporting; and
- (v) any related significant issues and recommendations of the auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

### ***Compliance with Legal and Regulatory Requirements***

The Audit Committee shall review reports from the Corporation's Secretary and other management members on: legal or compliance matters that may have a material impact on the Corporation; the effectiveness of the Corporation's compliance policies; and any material communications received from regulators. The Audit Committee shall review management's evaluation of and representations relating to compliance with specific applicable law and guidance, and management's plans to remediate any deficiencies identified.

### ***Audit Committee Hotline Whistleblower Procedures***

The Audit Committee shall establish for (a) the receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters. Any such complaints or concerns that are received shall be reviewed by the Audit Committee and, if the Audit Committee determines that the matter requires further investigation, it will direct the Chair of the Audit Committee to engage outside advisors, as necessary or appropriate, to investigate the matter and will work with management and the general counsel to reach a satisfactory conclusion.

***Audit Committee Disclosure***

The Audit Committee shall prepare, review and approve any audit committee disclosures required by Applicable Requirements in the Corporation's disclosure documents.

***Delegation***

The Audit Committee may, to the extent permissible by Applicable Requirements, designate a sub-committee to review any matter within this Mandate as the Audit Committee deems appropriate.

**5. No Rights Created**

This Mandate is a statement of broad policies and is intended as a component of the flexible governance framework within which the Audit Committee, functions. While it should be interpreted in the context of all applicable laws, regulations and listing requirements, as well as in the context of the Corporation's Articles and By-laws, it is not intended to establish any legally binding obligations.

**6. Mandate Review**

The Committee shall review and update this Mandate annually and present it to the Board for approval.

**Adopted:** September 9, 2015

**SCHEDULE "B" - NOTICE OF CHANGE OF AUDITORS**

**DEALNET CAPITAL CORP.**  
**(the "Corporation")**

**DEALNET CAPITAL CORP.**

Notice of Change of Auditor  
Under NI 51-102 (Section 4.11)

To: **Ontario Securities Commission  
BC Securities Commission  
Alberta Securities Commission**

And to: **Schwartz Levitsky Feldman LLP  
Ernst & Young LLP**

Re: **Notice of Change of Auditor**

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**TAKE NOTICE THAT:**

Pursuant to National Instrument 51-102 *Continuous Disclosure Obligations*, **DEALNET CAPITAL CORP.** (the "Company") advises that effective July 24, 2015 (the "Effective Date"), Schwartz Levitsky Feldman LLP (the "Former Auditors") have resigned at the Company's request as the auditors of the Company and that Ernst & Young LLP (the "Successor Auditors") have been appointed in their place effective August 13, 2015.

The resignation of the Former Auditors and appointment of the Successor Auditors was approved by the Company's audit committee and Board of Directors.

The Former Auditor's reports on the Company's financial statements related to the two most recently completed financial years did not express a modified opinion.

There are no reportable events, including disagreements, consultations or unresolved issues, as those terms are defined in National Instrument 51-102.

Date this 13<sup>th</sup> day of August, 2015.

**DEALNET CAPITAL CORP.**

*"Harold Bridge"*

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Per: Harold Bridge  
Director, Chairman of Audit Committee

**Schwartz Levitsky Feldman llp**

CHARTERED ACCOUNTANTS  
LICENSED PUBLIC ACCOUNTANTS  
TORONTO • MONTREAL

**SLF**

August 13, 2015

Ontario Securities Commission  
British Columbia Securities Commission  
Alberta Securities Commission

Dear Sir or Mesdames:

**Re: DealNet Capital Corp.**

Pursuant to National Instrument 51-102-Continuous Disclosure Obligations, we hereby advise that we have read the Change of Auditor Notice dated August 13, 2015, as issued by the Company.

We agree with the contents contained in the above mentioned notice.

Yours very truly,

*Schwartz Levitsky Feldman LLP*

SCHWARTZ LEVITSKY FELDMAN LLP  
Chartered Accountants  
Licensed Public Accountants

cc: Board of Directors and Audit Committee, Dealnet Capital Corp.  
Harold Bridge, Director & Chairman of the audit Committee

2300 Yonge Street, Suite 1500, Box 2434  
Toronto, Ontario M4P 1E4  
Tel: 416 785 5353  
Fax: 416 785 5663



Ernst & Young LLP  
Ernst & Young Tower  
222 Bay Street, PO Box 251  
Toronto, ON M5K 1J7

Tel: +1 416 864 1234  
Fax: +1 416 864 1174  
ey.com

August 17, 2015

Ontario Securities Commission  
British Columbia Securities Commission  
Alberta Securities Commission

Dear Sirs or Mesdames:

**Re: DealNet Capital Corp.  
Notice of Change of Auditor dated August 13, 2015**

Pursuant to National Instrument 51-102 (Part 4.11), we have read the above-noted Change of Auditor Notice and confirm our agreement with the information contained in the Notice pertaining to our firm.

Yours sincerely,

Chartered Professional Accountants  
Licensed Public Accountants

cc: The Board of Directors and Audit Committee, DealNet Capital Corp.  
Harold Bridge, Director & Chairman of the Audit Committee

**SCHEDULE "C" - 2015 STOCK OPTION PLAN**

**DEALNET CAPITAL CORP.**  
**(the "Corporation")**

**DEALNET CAPITAL CORP.**  
**2015 STOCK OPTION PLAN**

July 13, 2015

**1. PURPOSE**

DealNet Capital Corp. (the “**Company**”) is committed to providing appropriate incentives to Eligible Persons to acquire a proprietary interest in the Company in order to continue their participation in the affairs of the Company and to increase their efforts on behalf of the Company. The purpose of this 2015 Stock Option Plan is to advance the interests of the Company by: (a) providing Eligible Persons with additional incentive; (b) encouraging share ownership by such Eligible Persons; (c) increasing the proprietary interest of Eligible Persons in the success of the Company; (d) encouraging Eligible Persons to remain with the Company or its Subsidiaries; and (e) attracting new employees, directors and officers.

**2. INTERPRETATION**

2.1 **Definitions.** In this Plan, the following words have the following meanings:

- (a) “**acting jointly or in concert**” means the determination of whether a person or group of persons is acting jointly or in concert shall be determined in accordance with the Ontario Securities Act;
- (b) “**Affiliate**” means any corporation that is an Affiliate of the Company within the meaning set forth in Exchange Policy;
- (c) “**Applicable Securities Laws**” means the Ontario Securities Act and the equivalent legislation in the other provinces and in the territories of Canada, as may be applicable and as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada;
- (d) “**Ontario Securities Act**” means the *Securities Act* (Ontario);
- (e) “**Blackout Period**” means a period of time when, pursuant to any policies of the Company, securities of the Company may not be traded by certain persons as designated by the Company, including an Optionee as a result of the existence of undisclosed Material Information, but excludes any period during which a regulator has halted trading in the Company’s securities, and which expires upon the public announcement of such Material Information;
- (f) “**Board**” means the board of directors of the Company, and includes any committee of the Board to which responsibilities with respect to the Plan have been delegated;
- (g) “**Business Day**” means a day which is not a Saturday, Sunday or a civic or statutory holiday in the city of Toronto, Ontario, Canada;
- (h) “**Change of Control**” means the first to occur of any of the following events:

- (i) any event or series of related events or transaction or series of related transactions as a result of which or pursuant to which any person or group of persons acting jointly or in concert acquires, directly or indirectly, beneficial ownership of or control or direction over Voting Shares of the Company (other than pursuant to a treasury issuance of Voting Shares of the Company), or Voting Shares of the Company are redeemed or otherwise acquired by the Company or are cancelled, where, immediately following the occurrence of such event or series of events or completion of such transaction or series of transactions, the number of Voting Shares of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by such person or group of persons acting jointly or in concert totals for the first time Voting Shares of the Company carrying more than 50% of the votes attaching to all Voting Shares of the Company outstanding immediately following such occurrence or completion;
  - (ii) any event or series of related events or transaction or series of related transactions as a result of which or pursuant to which Voting Shares of the Company are converted into or exercised or exchanged for securities of another person (the “**Resulting Person**”) and any person or group of persons acting jointly or in concert acquires, directly or indirectly, beneficial ownership of or control or direction over Voting Shares of such Resulting Person where, immediately following the occurrence of such event or series of events or completion of such transaction or series of transactions, the number of Voting Shares of the Resulting Person beneficially owned, directly or indirectly, or over which control or direction is exercised by such person or group of persons acting jointly or in concert totals for the first time Voting Shares of the Resulting Person carrying more than 50% of the votes attaching to all Voting Shares of the Resulting Person outstanding immediately following such occurrence or completion;
  - (iii) a change in the composition of the Board as a result of a contested election of directors of the Company, with the result that less than 50% of the directors of the Company elected in such election are comprised of the individuals who were directors of the Company prior to such contested election;
  - (iv) the sale, lease, exchange or other transfer or disposition, in a single transaction or a series of related transactions (including by way of the liquidation, dissolution, winding-up or other distribution by the Company or any subsidiary of the Company) of assets having a Fair Market Value equal to 50% or more of the Fair Market Value (as determined by the Board) of all of the assets of the Company on a consolidated basis, excluding a transaction or series of related transactions between the Company or any subsidiary of the Company or between subsidiaries of the Company; or
  - (v) the determination by the Board that a change in legal or effective control of the Company has occurred or is imminent;
- (i) “**Company**” means DealNet Capital Corp. a corporation existing under the laws of the Province of Ontario;
  - (j) “**Consultant**” has the same meaning as set forth in Exchange Policy provided that such Optionee is also a “consultant” as defined in NI 45-106;
  - (k) “**Consultant Company**” has the same meaning as set forth in Exchange Policy provided that such Optionee is also a “consultant” as defined in NI 45-106;

- (l) “**Director**” has the same meaning as set forth in Exchange Policy provided that such Director is also a “director” as defined in NI 45-106;
- (m) “**Discounted Market Price**” has the same meaning as set forth in Exchange Policy;
- (n) “**Disinterested Shareholder Approval**” means disinterested Shareholder approval, as may be applicable in the circumstances, as described in Exchange Policy;
- (o) “**Effective Date**” for an Option means the date on which the Option is granted;
- (p) “**Eligible Person**” means, subject to the Applicable Securities Law and Exchange Policy, any Employee, Director, Consultant or Management Company Employee who is approved for participation in the Plan by the Board;
- (q) “**Employee**” has the same meaning as set forth in Exchange Policy provided that such Employee is also a “employee” as under Applicable Securities Laws;
- (r) “**Exchange**” means the TSX Venture Exchange or any successor or assign thereof;
- (s) “**Exchange Hold Period**” means, if applicable, the four month resale restriction imposed by the Exchange pursuant to Exchange Policy;
- (t) “**Exchange Policy**” means Policy 4.4 – Incentive Stock Options as set forth in the Exchange’s published Corporate Finance Manual, together with such other published policies of the Exchange and the bulletins, notices, appendices and forms related thereto, as from time to time amended or re-adopted;
- (u) “**Exercise Form**” means the notice of exercise delivered by an Optionee to the Company upon the exercise of any Option hereunder in such other form as the Board may approve for any one or more Optionees or for a group of Optionees, as same may be amended from time to time;
- (v) “**Exercise Period**” means the period of time between the Effective Date and the Expiry Date, during which an Option granted under the Plan may be exercised (provided, however, that the Exercise Period may not exceed ten (10) years from the relevant Effective Date unless permitted under Section 6.5);
- (w) “**Exercise Price**” means the price per Share at which Shares may be purchased under an Option, as the same may be adjusted from time to time in accordance with the terms hereof;
- (x) “**Expiry Date**” has the meaning prescribed under Section 6.5 of this Plan;
- (y) “**Fair Market Value**” means the highest price, expressed in dollars, that the Share would bring in an open and unrestricted market between a willing buyer and a willing seller who are both knowledgeable, informed, and prudent, and who are acting independently of each other and who deal with each other at arm’s length for purposes of the ITA;
- (z) “**Holder**” means a holder of an Option under the Plan;
- (aa) “**Insider**” has the same meaning as set forth in Exchange Policy;
- (bb) “**IR Activities**” has the same meaning as “*Investor Relations Activities*” as set forth in Exchange Policy;

- (cc) “**ITA**” means the *Income Tax Act* (Canada);
- (dd) “**Merger and Acquisition Transaction**” means (i) any merger; (ii) any acquisition; (iii) any amalgamation; (iv) any offer for Shares which if successful would entitle the offeror to acquire more than 50% of all Shares; (v) any arrangement or other scheme of reorganization; or (vi) any consolidation, that results in a Change of Control;
- (ee) “**Option**” means the right to purchase Shares granted to an Eligible Person in accordance with the terms of the Plan;
- (ff) “**Option Agreement**” means the notice of grant of an Option delivered by the Company hereunder to an Optionee in such other form as the Board may approve for any one or more Optionees or for a group of Optionees, as same may be amended from time to time;
- (gg) “**Optioned Shares**” means Shares subject to an Option;
- (hh) “**Optionee**” means an Eligible Person to whom an Option is granted by the Company under the Plan, whether a Director, Employee, or Consultant;
- (ii) “**Management Company Employee**” has the same meaning as set forth in Exchange Policy provided that such Optionee is also a “director” or “consultant” as defined in NI 45-106;
- (jj) “**Market Price**” has the same meaning as set forth in Exchange Policy;
- (kk) “**Material Information**” has the same meaning as set forth in Exchange Policy;
- (ll) “**NI 13-101**” means National Instrument 13-101 – *System for Electronic Document Analysis and Retrieval* of the Canadian Securities Administrators;
- (mm) “**NI 45-106**” means National Instrument 45-106 - *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;
- (nn) “**person**” or “**persons**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- (oo) “**persons retained to provide IR Activities**” shall include any Consultant that performs IR Activities and any Employee or Director whose role and duties primarily consist of IR Activities;
- (pp) “**Plan**” means this Stock Option Plan of the Company, as from time to time amended or re-adopted;
- (qq) “**public announcement**” shall mean disclosure in a press release reported by a national news service in Canada, or, if applicable, in a document publicly filed by or on behalf of the Company under its profile on SEDAR;
- (rr) “**Regulatory Approval**” means the approval or acceptance, as the case may be, of any securities or other applicable regulatory agency (including the Exchange pursuant to Exchange Policy) which may have jurisdiction in the circumstances;

- (ss) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval described in NI 13-101 and available for public view at [www.sedar.com](http://www.sedar.com);
- (tt) “**Shares**” means the ordinary shares without par value which the Company is from time to time authorized to issue;
- (uu) “**Subsidiary**” means a corporation which is a subsidiary of the Company as defined in the Ontario Securities Act;
- (vv) “**Termination Date**” means:
- (i) in the case of an Optionee whose employment or term of office with the Company or a Subsidiary terminates in the circumstances set out in Subsection 8.2(a) or the date that is designated by the Company or the Subsidiary, as the case may be, as the last day of such person’s employment or term of office with the Company or the Subsidiary, as the case may be;
  - (ii) in the case of an Optionee whose employment or term of office with the Company or a Subsidiary terminates in the circumstances set out in Subsection 8.3(a)(ii), the date of the notice of termination of employment or term of office given by the Company or the Subsidiary, as the case may be;
  - (iii) in the case of an Optionee whose employment or term of office with the Company or a Subsidiary terminates in the circumstances set out in Subsection 8.3(a)(i) or Subsection 8.3(a)(iii), the date of resignation or retirement, as the case may be;
  - (iv) in the case of an Optionee whose consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) are terminated by the Company or a Subsidiary in the circumstances set out in Subsection 8.2(b), the date that is designated by the Company or the Subsidiary, as the case may be, as the last day of the Optionee’s consulting arrangements (or those of its Consulting Company) with the Company or the Subsidiary, as the case may be;
  - (v) in the case of an Optionee whose consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) are terminated in the circumstances set out in Subsection 8.3(b), the date of the notice of termination given to the Optionee (or, if applicable, those of its Consulting Company if the Optionee is an individual) or the expiry of the original term or any subsequent renewal term of the consulting arrangements, as the case may be;

and in each such case, “**Termination Date**” specifically does not mean the date on which any period of reasonable notice that the Company or the Subsidiary, as the case may be, may be required at law to provide to the Optionee would expire; and

- (ww) “**Voting Share**” means any share or other security that carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing and also includes any share or other security that is convertible into or exercisable or exchangeable (in each case, whether at the time or at any time in the future and whether or not on condition or the occurrence of any contingency) for a Voting Share.

2.2 **Interpretation.** In this Plan, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa and words importing gender include all genders and neuter;
- (b) the division of this Plan into articles, sections, and paragraphs and the insertion of headings herein are for convenience of reference only and shall not affect in anyway the meaning or interpretation of this Plan and the terms “this Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto or thereto;
- (c) the word “including”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) if the date on which any action is required to be taken hereunder is not a Business Day, that action shall be required to be taken on the first Business Day prior to such date, unless specifically provided otherwise in this Plan; and
- (e) a reference to legislation, includes rules, regulations and forms made or promulgated under any such legislation and the published national instruments, multilateral instruments, policies, bulletins made thereunder, together with all amendments thereto in force from time to time, and any legislation, rules, regulations, forms and published national instruments, multilateral instruments, policies, bulletins that supplement or supersede such legislation.

2.3 **Governing Law.** This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada.

### **3. ADMINISTRATION**

3.1 **Administration by the Board.** The Board, or if applicable any committee of the Board to which responsibilities with respect to the Plan have been delegated, shall be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. The day-to-day administration of the Plan may be delegated to such officers and employees of the Company or of a Subsidiary as the Board determines.

3.2 **Authority of the Board.** Subject to the limitations of the Plan, the Board has the authority to:

- (a) grant Options to purchase Shares to Eligible Persons;
- (b) determine the terms, including the limitations, restrictions and conditions, if any, upon such grants;
- (c) interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it may from time to time deem advisable, subject to required Regulatory Approval; and
- (d) make all other determinations and to take all other actions in connection with the implementation and administration of the Plan as it may deem necessary or advisable.

Any decision, interpretation or other action made or taken in good faith by or at the direction of the Company or the Board (or any of its members) arising out of or in connection with the Plan shall be within the absolute discretion of all and each of them, as the case may be, and shall be final, binding and conclusive on the Company and Optionees and their respective heirs, executors, administrators, successors and assigns and all other persons.

3.3 **Accounts and Statements.** The Corporation will maintain, or cause to be maintained, records indicating the number of Options granted to each Optionee and the number of Optioned Shares issued under the Plan.

3.4 **Use of an Administrative Agent and Trustee.** The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Options granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Options granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. In such case, the Company and the administrative agent will maintain records showing the number of Options granted to each Optionee under the Plan.

#### **4. SHARES RESERVED**

4.1 **Shares Reserved Under the Plan.** The maximum number of Shares reserved for issuance under the Plan and all of the Company's other security based compensation arrangements at any given time is equal to ten percent (10%) of the issued and outstanding Shares as at the date of grant of an Option under the Plan, including all of the existing Common Shares currently subject to outstanding Options as of the Adoption Date (as **defined** below) which were granted prior to the implementation of this Plan and which, by the implementation of this Plan, are covered under this Plan and subject to adjustment or increase of such number pursuant to Subsections 10.2(a) and 10.2(b).

4.2 **Exercised Options.** Any Shares subject to an Option granted under the Plan which have been exercised by an Optionee, shall again be available for grants under the Plan and shall be considered to be part of the pool of Shares available for Options under the Plan and may be made the subject of a further Option or Options granted pursuant to the Plan.

4.3 **Cancelled, Surrendered or Terminated Options.** If and to the extent any Option granted under the Plan expires or is cancelled, terminated or surrendered without having been exercised in whole or in part, the number of Shares in respect of which such Option expired or was cancelled or terminated shall be considered to be part of the pool of Shares available for Options under the Plan and may be made the subject of a further Option or Options granted pursuant to the Plan.

4.4 **No U.S. Registration.** Any Options granted under the Plan or Shares subject thereto have not been and will not be registered under the United States Securities Act of 1933, or the securities laws of any state of the United States. The Options granted under the Plan may not be exercised in the United States or by, or for the benefit or account of, any person in the United States or any U.S. Person as defined in United States Securities Act of 1933, unless such Options have been registered under the United States Securities Act of 1933 and the applicable securities laws of any such state or an exemption from such registration requirements is available. Shares issued upon exercise of any Option may not be offered or sold in the United States or to, or for the benefit or account of, any person in the United States or any U.S. Person as defined in United States Securities Act of 1933, unless such Shares have been registered under the United States Securities Act of 1933 and

the applicable securities laws of any such state or an exemption from such registration requirements is available.

## **5. ELIGIBILITY**

- 5.1 **Eligibility.** Eligible Persons are eligible to participate in the Plan, provided that eligibility to participate does not confer upon any Eligible Person any right to be granted Options pursuant to the Plan. The extent to which any Eligible Person is entitled to be granted Options pursuant to the Plan will be determined in the sole and absolute discretion of the Board. An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions. With respect to Options granted to Employees, Consultants or Management Company Employees, the Board and the Optionee are responsible for ensuring and confirming that the Optionee is a *bona fide* Employee, Consultant or Management Company Employee, as the case may be.
- 5.2 **Continuing Eligibility.** Any Optionee to whom an Option is granted under the Plan who subsequently ceases to hold the position in which he received such Option shall continue to be eligible to hold such Option as a Optionee as long as otherwise continuing to be an Eligible Person in any capacity.
- 5.3 **Participation Voluntary.** Participation in the Plan by an Optionee will be voluntary.

## **6. GRANT OF OPTIONS**

- 6.1 **Grant of Options.** The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant Options to any Eligible Person. Subject to specific variations approved by the Board, all terms and conditions set out in the Plan will be deemed to be incorporated into and form part of each Option granted under the Plan.
- 6.2 **Number of Shares Subject to Option.** Subject to the limitations set out in Article 7, the number of Shares subject to each Option shall be determined by the Board, and such number shall be set out in the Option Agreement evidencing the grant of such Option.
- 6.3 **Exercise Price.** The Board will establish the Exercise Price at the time each Option is granted and allocated to particular Eligible Persons and approved by the Board, provided that the Exercise Price shall not be less than the Discounted Market Price as of date of such grant of the Option or, if the Shares are not listed on the Exchange, the Fair Market Value determined in good faith by the Board. In addition to any resale restrictions under Applicable Securities Laws and the Plan, where the Exercise Price of any Option is priced at a discount to the Market Price on the date of grant, any such Option and any Shares issued upon exercise of such Option prior to the expiry of the Exchange Hold Period will be subject to, and must contain a legend in respect of, the Exchange Hold Period commencing on the date such Options were granted.
- 6.4 **Vesting of Option Rights.** No Option may be exercised by an Optionee unless it is fully vested. Subject to the provisions of this Section 6.4 and Article 10, Options shall vest, and thereafter be exercisable:
- (a) over a period of eighteen (18) months from the Effective Date, with no more than one third (1/3) of such Options vesting in any six (6) month period therein; or
  - (b) as otherwise determined by the Board in its discretion.

Notwithstanding the foregoing Options granted to persons retained to provide IR Activities shall vest at least over a period of twelve (12) months from the Effective Date, with no more than one quarter (1/4) of such Options vesting in any three (3) month period therein. The Board may impose such other restrictions or limitations or requirements upon the exercise of Options as the Board, in its sole and absolute discretion, may determine on the date of grant.

- 6.5 **Term and Expiry.** Subject to any accelerated termination as set forth in the Plan, all Options granted pursuant to the Plan will expire on the date (the “**Expiry Date**”) as determined by the Board at the date of grant, provided that no Option may be exercised beyond the Exercise Period. Notwithstanding the above, if the Expiry Date for any Option falls within a Blackout Period or within ten (10) Business Days from the expiration of a Blackout Period (such Options to be referred to as “**Restricted Options**”), the Expiry Date of such Restricted Options shall be automatically extended to the date that is the 10th Business Day following the end of the Blackout Period, such 10th Business Day to be considered the Expiry Date for such Restricted Options for all purposes under the Plan.
- 6.6 **Non-Assignable and Non-Transferable.** Options shall be non-assignable and non-transferable by a holder thereof other than by will or the laws of descent.

## 7. **LIMITATIONS OF OPTIONS**

- 7.1 **Grants to Persons.** Notwithstanding any other provision herein, the aggregate number of Shares reserved for issuance pursuant to Options granted to any one person (and any Consulting Company wholly owned by that person), within any twelve (12) month period shall not exceed 5% of the issued and outstanding Shares at the time of the grant of the Option unless the Company has received Disinterested Shareholder Approval in accordance with Exchange Policy.
- 7.2 **Grants to Insiders.** Notwithstanding any other provision herein,
- (a) the aggregate number of Shares reserved for issuance under Options granted to Insiders (as a group) and any other security based compensation arrangements of the Company at any point in time shall not exceed 10% of the issued and outstanding Shares at such time; or
- (b) the aggregate number of Shares reserved for issuance pursuant to Options granted to Insiders (as a group), within any twelve (12) month period shall not exceed 10% of the issued and outstanding Shares at the time of the grant of the Option;

unless the Company has received Disinterested Shareholder Approval in accordance with Exchange Policy. For the purposes of the limitations set forth in Subsections 7.2(a) and 7.2(b) above, Options held by an Insider at any point in time that were granted to such person prior to it becoming an Insider shall be considered Options granted to an Insider irrespective of the fact that the person was not an Insider at the time of grant.

- 7.3 **Grants to Consultants.** Notwithstanding Section 7.1, but subject to the limit set forth in Section 7.4, the aggregate number of Shares reserved for issuance pursuant to Options granted to any one Consultant within a twelve (12) month period shall not exceed 2% of the issued and outstanding Shares at the time of the grant of the Option.
- 7.4 **Grants to Persons Providing IR Activities.** Notwithstanding Section 7.1, the aggregate number of Shares reserved for issuance pursuant to Options granted within any twelve (12) month period

to persons retained to provide IR Activities shall not exceed 2% of the issued and outstanding Shares at the time of the grant of the Option.

## **8. TERMINATION OF OPTIONS**

8.1 **Ceasing to be an Eligible Person (Death)**. In the event an Optionee's employment or consulting arrangements (or, if applicable, those of its Consulting Company if the Consultant who is an Optionee is an individual) or term of office with the Company or a Subsidiary ceases by reason of the Optionee's death, then:

- (a) the executor or administrator of the Optionee's estate or the Optionee, as the case may be, may exercise any Options of the Optionee to the extent that the Options were exercisable at the date of such death and the right to exercise the Options terminates on the earlier of:
  - (i) unless otherwise determined by the Board, at its discretion (provided, however, that no Options shall remain exercisable for more than twelve (12) months following the Termination Date), the date that is ninety (90) days following the date of the Optionee's death; and
  - (ii) the date on which the Exercise Period of the particular Option expires;
- (b) any Options held by the Optionee that were not exercisable at the date of death immediately expire and are cancelled on such date; and
- (c) such Optionee's eligibility to receive further grants of Options under the Plan ceases as of the date of the Optionee's death.

8.2 **Ceasing to be an Eligible Person (Cause or Breach)**. In the event:

- (a) an Optionee's employment or term of office with the Company or a Subsidiary is terminated by the Company or a Subsidiary for lawful cause, or
- (b) an Optionee's consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) with the Company or a Subsidiary are terminated by the Company or a Subsidiary for breach of agreement prior to the expiry of the original term or any subsequent renewal term of such arrangements;

then

- (c) unless otherwise determined by the Board, at its discretion (provided, however, that no Options shall remain exercisable for more than twelve (12) months following the Termination Date), any Options held by such Optionee (or, if applicable, those of its Consulting Company), whether or not such Options are exercisable at the applicable Termination Date, immediately expire and are cancelled on the applicable Termination Date at a time determined by the Board, at its discretion; and
- (d) such Optionee's eligibility to receive further grants of Options under the Plan ceases as of the applicable Termination Date.

8.3 **Ceasing to be an Eligible Person (Without Cause or Breach).** In the event:

- (a) an Optionee's employment or term of office with the Company or a Subsidiary terminates by reason of:
  - (i) voluntary resignation by such Optionee;
  - (ii) termination by the Company or a Subsidiary without cause (whether such termination occurs with or without any or adequate reasonable notice or with or without any or adequate compensation in lieu of such reasonable notice); or
  - (iii) the retirement of such Optionee in accordance with the then customary policies and practices of the Company in relation to retirement; or
- (b) an Optionee's consulting arrangements (or, if applicable, those of its Consulting Company) with the Company or a Subsidiary are terminated in circumstances other than those referred to in Subsection 8.2(b);

then:

- (c) any Options held by the Optionee (or, if applicable, those of its Consulting Company) that are exercisable at the Termination Date continue to be exercisable by the Optionee until the earlier of:
  - (i) unless otherwise determined by the Board, at its discretion (provided, however, that no Options shall remain exercisable for more than twelve (12) months following the Termination Date), the date that is ninety (90) days following the Termination Date; and
  - (ii) the date on which the Exercise Period of the particular Option expires;
- (d) any Options held by the Optionee (or, if applicable, those of its Consulting Company) that are not exercisable at the Termination Date immediately expire and are cancelled upon the Termination Date; and
- (e) such Optionee's eligibility to receive further grants of Options under the Plan ceases as of the Termination Date.

Without limitation, and for greater certainty only, this Section 8.3 will apply regardless of whether the Optionee received compensation in respect of any termination by the Company or a Subsidiary without cause or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Optionee.

8.4 **Discretion to Permit Exercise.** Notwithstanding the provisions of Sections 8.2 and 8.3, the Board may, in its discretion, at any time prior to or following the events contemplated in such sections and in any Option Agreement, permit the exercise of any or all Options held by the Optionee in the manner and on terms authorized by the Board, provided that:

- (a) any Options granted to any Optionee which are subject to Sections 8.2 and 8.3 shall expire at a time to be determined by the Board following the applicable Termination Date;
- (b) subject to an extension pursuant to Section 6.5, the Board will not, in any case, authorize the exercise of an Option pursuant to this section beyond the Expiry Date of the particular Option; and

- (c) the Board will not, in any case, authorize the exercise of any or all Options of the Optionee on a date that is more than one (1) year after the earlier of: (i) the death of such Optionee; or (ii) the Termination Date.

## **9. OPTION PROCEDURE**

- 9.1 **Option Commitment.** Upon grant of an Option hereunder to an Optionee, a senior officer of the Company designated by the Board will deliver to the Optionee an Option Agreement detailing the terms of the Option. Upon the occurrence of an event to which Subsections 10.2(a) and 10.2(b) applies, and upon the surrender by the Optionee of the originally signed Option Agreement to which any Option relates, a senior officer of the Company designated by the Board may deliver to any Optionee with respect to any Option, a revised Option Agreement identified as such, with respect to Shares as to which the Option has not been exercised, reflecting the application of Subsections 10.2(a) and 10.2(b), as applicable, by reason of that event.
- 9.2 **Manner of Exercise.** Subject to the provisions of the Plan and the provisions of the Option Agreement issued to an Optionee, Options shall be exercisable by the Holder by delivering a fully completed Exercise Form to the Company specifying the number of Options to be exercised accompanied by payment in full of the aggregate Exercise Price therefor by cash payment, wire transfer or by certified cheque or bank draft payable to the Company (in each case in immediately available funds). The Exercise Form must be accompanied by: (a) the originally signed Option Agreement with respect to the Option being exercised; and (b) documents containing such representations, warranties, agreements and undertakings, including such as to the Holder's future dealings in such Shares, as counsel to the Company reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of Applicable Securities Laws or similar laws of any jurisdiction.
- 9.3 **Tax Matters.** Notwithstanding any other provision of this Plan, the Company's obligation to issue Shares to Holder pursuant to the exercise of an Option or otherwise pay an amount pursuant to the Plan or any Option shall be subject to the satisfaction of all federal, state, provincial, local and foreign tax obligations as may be required by applicable law, including, but not limited to, obligations to make withholdings, deductions or remittances in respect of any taxable benefits of a Holder arising under this Plan or any Option ("**tax withholding obligations**") and the Company shall have the power and right to:
  - (a) deduct or withhold from all amounts payable to a Holder pursuant to this Plan, any Option, or otherwise in the course of the employment of the Optionee in respect of the Option with the Company or its Subsidiary, and
  - (b) require the Holder to remit to the Company an amount sufficient to satisfy in full any tax withholding obligations as may be imposed on the Company by applicable law.

Further, the Company may require the Holder to satisfy, in whole or in part, such deduction or any tax withholding obligation by instructing the Company to withhold Shares that would otherwise have been received by the Holder upon exercise of any Options, and sell such Shares by Company as a trustee on behalf of the Holder, and remit the proceeds of such sale to the relevant taxing authority in satisfaction of the tax or withholding obligations. By participating in the Plan, the Participant consents to the foregoing and authorizes the Company or its Affiliate, as applicable, to effect the sale of such Shares on behalf of the Holder and to remit the proceeds of such sale to the relevant taxing authority in satisfaction of the tax or withholding obligations. Neither the Company nor any applicable Affiliate shall be responsible for obtaining any particular price for the Shares

nor shall the Company or any applicable Affiliate be required to issue any Shares under the Plan unless the Holder has made suitable arrangements with the Company and any applicable Affiliate to fund any withholding obligation.

- 9.4 **Issuance of Shares.** Subject to the provisions of the Plan and the provisions of the Option Agreement issued to an Optionee, and upon the Company being satisfied that all of the conditions and requirements in this Article 9 have been fully met, the Holder shall be deemed to be a holder of record of the Shares to be issued pursuant to an exercise of an Option, and thereafter the Company shall, within a reasonable amount of time, cause the transfer agent and registrar of the Shares to deliver to the Optionee a certificate or certificates or a statement of account, representing in the aggregate the acquired Shares. Any certificate or certificates representing the Shares will bear any restrictive legend required by Applicable Securities Laws and as may apply under foreign securities laws including the applicable securities laws of U.S. and state securities laws unless, in the written opinion of counsel for the Holder delivered to and for the benefit of the Company (which counsel shall be reasonably satisfactory to the Company), the Shares are not, at such time, required by law to bear such legend.

## **10. CAPITAL ADJUSTMENTS AND OTHER TRANSACTIONS**

- 10.1 **General.** The existence of any Options does not affect in any way the right or power of the Company or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Company's capital structure or its business, or any amalgamation, merger or consolidation involving the Company, to create or issue any bonds, debentures, shares or other securities of the Company or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this section would have an adverse effect on the Plan or any Option granted hereunder, subject to Subsections 10.2(a) and 10.2(b).
- 10.2 **Adjustment.** In the event of:
- (a) a subdivision, consolidation or reclassification of Shares or any similar capital reorganization, or any other change to be made in the capitalization of the Company including an exchange of Shares for another security of the Company that, in the opinion of the Board, acting reasonably and in good faith, would warrant the replacement or amendment of any existing Options in order to adjust:
    - (i) the number of Shares or other securities that may be acquired on the exercise of any outstanding Options; or
    - (ii) the Exercise Price of any outstanding Options,
  - (b) in order to preserve proportionately the rights and obligations of the Optionees, the Board will authorize such steps, subject to Regulatory Approval, if required, to be taken as are equitable and appropriate to that end, having regard to the availability of any deduction under the ITA to which the Optionee may be entitled.
  - (c) an amalgamation, combination, merger or other reorganization involving the Company, by exchange of shares, by sale or lease of assets, or otherwise, that, in the opinion of the Board, acting reasonably and in good faith, warrants the replacement or amendment of any existing Options in order to adjust:

- (i) the number of Shares or other securities that may be acquired on the exercise of any outstanding Options; or
  - (ii) the Exercise Price of any outstanding Options,
- (d) in order to preserve proportionately the rights and obligations of the Optionees, the Board will authorize such steps, subject to Regulatory Approval, if required, to be taken as are equitable and appropriate to that end, having regard to the availability of any deduction under the ITA to which the Optionee may be entitled.

Except as expressly provided in Subsections 10.2(a) and 10.2(b), neither the issue by the Company of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to: (i) the number of Shares that may be acquired on the exercise of any outstanding Options; or (ii) the Exercise Price of any outstanding Options.

10.3 **Fractional Shares.** The Corporation will not be required to issue fractional Shares in satisfaction of its obligations hereunder and any fractional interest in a Share that would, except for the provisions of this Section 10.3, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company.

10.4 **Disputes.** If any questions arise at any time with respect to the Exercise Price or number of Optioned Shares or other securities deliverable upon exercise of an Option in any of the events set out in Subsections 10.2(a) and 10.2(b), such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of chartered accountants that the Company may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

10.5 **Sale of Corporation, etc.** If the Board at any time by resolution declares it advisable to do so in connection with a Merger and Acquisition Transaction, the Board has the right but not the obligation, and without the consent of any Optionee, to provide for the conversion, exchange, replacement or substitution of any outstanding Options into or for options, rights or other securities of similar value of, or the assumption of outstanding Options by any entity or Affiliate participating in or resulting from a Merger and Acquisition Transaction. Any such conversion, exchange, replacement, substitution or assumption shall be on such terms as the Board in good faith may consider fair and appropriate in the circumstances. In addition, and notwithstanding this Section 10.5, the Board has the right but not the obligation, and without the consent of any Optionee, to determine, at its sole discretion, that:

- (a) any or all Options shall thereupon terminate; provided that only such outstanding Options that have vested shall remain exercisable until consummation of the Merger and Acquisition Transaction; or
- (b) Options not exercisable may be exercisable in full provided, however, that were any vesting of Options is required by Exchange Policy, written approval of the Exchange is first obtained.

10.6 **Change of Control.** If the Board at any time by resolution declares it advisable to do so in connection with a Change of Control, the Board has the right but not the obligation, and without the consent of any Optionee, to:

- (a) within a specified period of time prior to the completion of the Change in Control as determined by the Board but subject to and conditional upon the completion of the Change of Control,

accelerate the dates upon which any or all outstanding Options shall vest and be exercisable or settled, without regard to whether such Options have otherwise vested in accordance with their terms and provided, however, that were any vesting of Options is required by Exchange Policy, written approval of the Exchange is first obtained;

- (b) permit each Optionee, within a specified period of time prior to the completion of the Change in Control as determined by the Board but subject to and conditional upon the completion of the Change of Control, to exercise all of the Optionee's outstanding Options; or
- (c) subject to and conditional upon the completion of the Change of Control, deem the Plan and all outstanding Options, vested and unvested, terminate, without further act or formality, except to the extent required as determined by the Board.

The Optionee shall execute such documents and instruments and take such other actions, including exercise or settlement of Options vesting pursuant to Subsection 10.6(a) or the Option Agreement, as may be required consistent with the foregoing; provided, however, that the exercise or settlement of Options vesting pursuant to Subsection 10.6(a) or the Option Agreement shall be subject to the completion of the Change of Control event. In taking any of the actions contemplated by this Section 10.6, the Board shall not be obligated to treat all Options held by any Optionee, or all Options in general, identically.

## **11. AMENDMENTS & TERMINATION OF PLAN**

11.1 **Amendment of Option.** Subject to Applicable Securities Law and Exchange Policy, the Board may amend the terms of any Option granted in accordance with the Plan upon obtaining, if required, Regulatory Approval and shareholder approval (including Disinterested Shareholder Approval, as applicable) provided that:

- (a) amendments to an Option to reduce the number of Shares under option; increase the Exercise Price; or cancel an Option will not require Regulatory Approval or shareholder approval provided there is a public announcement outlining the terms of the amendment;
- (b) no proposed amendment to an Option shall reduce the Exercise Price to an amount that is less than the Discounted Market Price at the time the amendment becomes effective;
- (c) if an amendment to an Option impairs such Option or is adverse to the Optionee thereof, the amendment shall only be made effective after the written consent of the affected Optionee to such amendment is received; and
- (d) if the amendment of an Option requires Regulatory Approval and/or shareholder approval (including Disinterested Shareholder Approval, as applicable), such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are granted.

11.2 **Amendment of Plan.** Subject to Applicable Securities Law and Exchange Policy, the Board may amend the Plan, or any portion thereof, upon obtaining Regulatory Approval and, if required, shareholder approval (including Disinterested Shareholder Approval, as applicable) provided that amendments to the Plan to fix typographical errors and amendments to clarify existing provisions

of the Plan that do not have the effect of altering the scope, nature and intent of such provisions will not require shareholder approval.

- 11.3 **Termination of Plan.** The Board may terminate the Plan at any time in its absolute discretion. If the Plan is so terminated, no further Options shall be granted, but the Options then outstanding shall continue in full force and effect in accordance with the provisions of the Plan for the duration of such time as any Option remains outstanding.

## 12. **GENERAL PROVISIONS**

- 12.1 **Effective Date and Approvals.** This Plan was approved and adopted by the Board on July 13, 2015 (the “**Adoption Date**”) and is and shall be effective and in full force and effect in accordance with its terms and conditions from and after such Adoption Date subject to Regulatory Approval and initial shareholder approval and thereafter annual shareholder approval (including Disinterested Shareholder Approval, as applicable) as required pursuant to Applicable Securities Law and/or Exchange Policy. Any Options granted under the Plan prior to such approval shall be conditional upon such approval being given and no such Options may be exercised unless and until such approval have been obtained or given.
- 12.2 **Rights as Shareholder.** An Optionee has no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including, without limitation, any right to receive dividends or other distributions therefrom or thereon) other than in respect of Optioned Shares purchased by and fully paid for and issued to the Optionee on exercise of the Option.
- 12.3 **Rights to Employment/Service.** Nothing contained in the Plan will confer upon any Optionee (or his Consulting Company) any right with respect to employment, term of office or consulting with the Company or a Subsidiary, or interfere in any way with the right of the Company to terminate the Optionee’s employment, term of office or consulting arrangements (or those of his Consulting Company) at any time.
- 12.4 **No Listing Representation.** The Company makes no representation or warranty as to whether it will be successful in obtaining, or if applicable, maintaining, a listing for the Shares on any stock exchange or as to the future market value of the Shares issued on the exercise of any Option.
- 12.5 **Notice.** Each notice, demand or communication required or permitted to be given under the Plan (each, a “**Notice**”) will be in writing and shall be given by personal delivery, facsimile transmission or by email, if to the Company, to or to the attention of the Corporate Secretary of the Company in each case at the address, facsimile number or email address set forth on the Company’s website or at such other address as the Company may advise an Optionee of, in writing, as being the address for delivery of a Notice to the Company, and if to an Optionee, at the most recent address, facsimile number or email address for the Optionee shown in the records of the Company. All such Notices given as aforesaid shall be deemed to have been given or made only at the time it is served by personal delivery upon the Corporate Secretary or Optionee, as the case may be, or if sent by facsimile or email transmission, upon receipt of confirmation that such transmission has been received; provided that if such delivery or electronic communication is made on a day which is a not a Business Day or later than 5:00 p.m. (Toronto time) on a day which is a Business Day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a Business Day.
- 12.6 **Severability.** To the extent a provision of the Plan requires Regulatory Approval or shareholder approval which is not received, such provision shall be severed from the remainder of the Plan until

the approval is received and the remainder of the Plan shall remain in full force and effect. If any provision of this Plan, or the application thereof, is determined for any reason and to any extent to be invalid or unenforceable, the remainder of this Plan and the application of such provision to other persons and circumstances shall remain in full force and effect to the fullest extent possible.

- 12.7 **Compliance with Law.** Notwithstanding any other provision herein, the Company is not obligated to grant any Options, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, on the advice of counsel for the Company, such action would require the filing and receipt of a prospectus or require the filing of a registration statement or otherwise constitute a violation by an Optionee or the Company of Applicable Securities Laws or any provision of any applicable law, including any statutory or regulatory enactment of any government or government agency. Optioned Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such Optioned Shares shall comply with all relevant provisions of law, including, without limitation, Applicable Securities Laws or similar laws of any jurisdiction, and the requirements of the Exchange, and such issuance shall be further subject to the approval of counsel for the Company with respect to such compliance. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any Optioned Shares under the Plan, or the inability of the Company to lawfully issue, sell, or deliver any Optioned Shares, shall relieve the Company of any liability with respect to the non-issuance, sale or delivery of such Optioned Shares.
- 12.8 **Merger of Stock Option Plan** Upon receipt of shareholder and Regulatory Approval of the Plan, the previous stock option plan of the Company entitled DealNet Capital Corp. – 2012 Stock Option Plan (the “**2012 Stock Option Plan**”) shall be deemed to be merged herein, such that all options outstanding under the 2012 Stock Option Plan shall be deemed to be outstanding under the Plan.

**SCHEDULE "D"- BY-LAW NO. 1**

**DEALNET CAPITAL CORP.**  
**(the "Corporation")**

BY-LAW NO. 1

A by-law relating generally to the  
transaction of the business and  
affairs of

DealNet Capital Corp.

Contents

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BE IT ENACTED as a by-law of the Corporation as follows:

SECTION ONE  
INTERPRETATION

1.01 Definitions. - In the by-laws of the Corporation, unless the context otherwise requires:

“Act” means the *Business Corporations Act* (Ontario), or any statute that may be substituted therefor, as from time to time amended;

“Applicable Securities Laws” means the applicable securities legislation of Canada and each province and territory of Canada, as applicable, as amended from time to time, the written rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of Canada and each province and territory of Canada, as applicable;

“appoint” includes “elect” and vice versa;

“articles” means the articles on which is endorsed the certificate of continuance of the Corporation as from time to time amended or restated;

“board” means the board of directors of the Corporation and “director” means a member of the board;

“by-laws” means this by-law and all other by-laws of the Corporation from time to time in force and effect;

“close of business” means 5:00 p.m. (Toronto time) on a business day in Ontario, Canada;

“Corporation” means the corporation continued under the Act by the said certificate endorsed on the articles and named “DealNet Capital Corp.”;

“meeting of shareholders” includes an annual meeting of shareholders and a special meeting of shareholders; and “special meeting of shareholders” includes a meeting of any class or classes of shareholders and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

“public announcement” shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System for Electronic Document Analysis and Retrieval at [www.sedar.com](http://www.sedar.com); and

“recorded address” has the meaning set forth in section 11.08.

Save as aforesaid, words and expressions defined in the Act, including “resident Canadian” and “offering corporation”, have the same meanings when used herein. Words importing the singular number include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders; and words importing a person include an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his capacity as trustee, executor, administrator, or other legal representative. The headings used in the by-laws are

inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

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## SECTION TWO

### BUSINESS OF THE CORPORATION

2.01 Registered Office. - The registered office of the Corporation shall be in the municipality or geographic township within Ontario initially specified in its articles and thereafter as the shareholders may from time to time determine by special resolution and at such location therein as the board may from time to time determine.

2.02 Corporate Seal. - The Corporation may, but need not have, a corporate seal and if one is adopted it shall be in a form approved from time to time by the board.

2.03 Financial Year. - Until changed by the board, the financial year of the Corporation shall end on the last day of December in each year.

2.04 Execution of Instruments. - Deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Corporation by two persons, one of whom holds the office of chair of the board, lead independent director, chief executive officer or chief financial officer and the other of whom is a director or holds one of the said offices or the office of president, chief operating officer, executive vice-president, senior vice-president, corporate secretary, treasurer, assistant corporate secretary or any other office created by by-law or by the board. In addition, the board or the said two persons may from time to time direct the manner in which and the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal to any instrument requiring the same.

2.05 Banking Arrangements. - The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the board may from time to time prescribe.

2.06 Voting Rights in Other Bodies Corporate. - The signing officers of the Corporation under section 2.04 may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation. Such instruments shall be in favour of such persons as may be determined by the officers executing or arranging for the same. In addition, the board may from time to time direct the manner in which and the persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 Divisions. - The board may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation types of business or operations, geographical territories, product lines or goods or services, as may be considered appropriate in each case. In connection with any such division the board or, subject to any direction by the board, the chief executive officer may authorize from time to time, upon such basis as may be considered appropriate in each case:

- (a) Subdivision and Consolidation - the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions and sub-units;
  - (b) Name - the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation; provided that the Corporation shall set out its name in legible characters in all places required by law; and
  - (c) Officers - the appointment of officers for any such division or sub-unit, the determination of their powers and duties, and the removal of any of such officers so appointed, provided that any such officers shall not, as such, be officers of the Corporation.
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## SECTION THREE

### BORROWING AND SECURITY

3.01 Borrowing Power. - Without limiting the borrowing powers of the Corporation as set forth in the Act, but subject to the articles, the board may from time to time on behalf of the Corporation, without authorization of the shareholders:

- (a) borrow money upon the credit of the Corporation;
- (b) issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantee of the Corporation, whether secured or unsecured;
- (c) give a guarantee on behalf of the Corporation to secure performance of any obligation of any person; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation including book debts, rights, powers, franchises and undertakings, to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness, liability or obligation of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

3.02 Delegation. - Unless the articles otherwise provide, the board may from time to time delegate to a director, a committee of the board, or an officer of the Corporation any or all of the powers conferred on the board by section 3.01 to such extent and in such manner as the board may determine at the time of such delegation.

## SECTION FOUR

### DIRECTORS

4.01 Number of Directors. - Until changed in accordance with the Act, the board shall consist of not fewer than the minimum number and not more than the maximum number of directors provided in the articles.

4.02 Qualification. - No person shall be qualified for election as a director if such person is less than 18 years of age, has been found under the *Substitute Decisions Act* (Ontario) or under the *Mental Health Act* (Ontario) to be incapable of managing property or who has been found to be incapable by a court in Canada or elsewhere, is not an individual, or has the status of a bankrupt. A director need not be a shareholder. No election of a person as a director shall be effective unless the person consents in writing to such an election on or within ten days after the date of the election. The board shall be comprised of the number of resident Canadians as may be prescribed from time to time by the Act. At least one-third of the directors shall not be officers or employees of the Corporation or any of its affiliates.

4.03 Election and Term. - The election of directors shall take place at each annual meeting of shareholders and all the directors then in office shall retire but, if qualified, shall be eligible for re-election. Subject to the Act, the number of directors to be elected at any such meeting shall be the number of directors determined from time to time by special resolution or, if the special resolution empowers the directors to determine the number, by resolution of the board. Where the shareholders adopt an amendment to the articles to increase the number or maximum number of directors, the shareholders may, at the meeting at which they adopt the amendment, elect the additional number of directors authorized by the amendment to take office from the effective date of the endorsement of the articles of amendment with respect thereto. The election shall be by resolution. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4.04 Advance Notice of Nominations of Directors.

- (a) Nomination Procedures. Subject only to the Act, Applicable Securities Law and the articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the board may be made at any meeting of shareholders if the election of directors is a matter specified in the notice of meeting,
- (i) by or at the direction of the board, including pursuant to a notice of meeting and related management proxy circular of the Corporation;
  - (ii) by or at the direction or request of one or more shareholders of the Corporation pursuant to a proposal made in accordance with the provisions of the Act, or a requisition of a shareholders meeting by one or more of the shareholders made in accordance with the provisions of the Act; or
  - (iii) by any person (a "Nominating Shareholder") who (A) at the close of business on the date of the giving of the notice provided for below in this by-law and on the record date for notice of such meeting of shareholders

of the Corporation, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and provides evidence of such beneficial ownership to the Corporation, and (B) complies with the notice procedures set forth below in this section 4.04.

- (b) Timely notice. In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Corporate Secretary of the Corporation in accordance with this by-law.
- (c) Manner of timely notice. To be timely, a Nominating Shareholder's notice must be given:
  - (i) in the case of an annual meeting (including an annual and special meeting) of shareholders of the Corporation, not less than 30 days prior to the originally scheduled date of the meeting; provided, however, that in the event that the meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the originally scheduled date of the meeting was made (the "Notice Date"), notice by the Nominating Shareholder shall be made not later than the close of business on the tenth day following the Notice Date;
  - (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders of the Corporation called for the purpose of electing directors (whether or not also called for other purposes), not later than the close of business on the fifteenth day following the Notice Date; and
  - (iii) in the case of an annual meeting (including an annual and special meeting) of shareholders or a special meeting of shareholders called for the purpose of electing directors (whether or not also called for other purposes) where notice-and-access is used for delivery of proxy related materials, not less than 40 days prior the originally scheduled date of the meeting (but in any event, not prior to the date on which the first public announcement of the meeting was made); provided, however, that in the event that the meeting is to be held on a date that is less than 50 days after the Notice Date, notice by the Nominating Shareholder shall be made, in the case of an annual meeting of shareholders, not later than the close of business on the tenth day following the Notice Date and, in the case of a special meeting of shareholders, not later than the close of business on the fifteenth day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

In no event shall any adjournment or postponement of a meeting of shareholders of the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above.

- (d) Proper form of notice. To be in proper written form, a Nominating Shareholder's notice must set forth:

- (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director, (i) the name, age, business address and residential address of the person; (ii) the principal occupation or employment of the person for the past five years; (iii) the status of the person as a resident Canadian; (iv) the class or series and number of shares and any related financial instruments which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders of the Corporation (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; (v) full particulars regarding any contract, agreement, arrangement, understanding or relationship (collectively, "Arrangements"), including without limitation financial, compensation and indemnity related Arrangements, between the proposed nominee or any associate or Affiliate of the proposed nominee and (I) any Nominating Shareholder or any of its representatives or (II) any other person or company relating to the proposed nominee's nomination for election, or potential service, as a director of the Corporation; and (vi) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act or any Applicable Securities Laws; and
  
- (ii) as to the Nominating Shareholder, (i) the number of securities of each class of voting securities of the Corporation or any of its subsidiaries beneficially owned, or controlled or directed, directly or indirectly, by such person or any other person with whom such person is acting jointly or in concert with respect to the Corporation or any of its securities, as of the record date for the meeting (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, (ii) full particulars regarding any proxy or Arrangement pursuant to which such Nominating Shareholder has a right to vote or to direct or to control the voting of any shares of the Corporation and (iii) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act or any Applicable Securities Laws.

References to "Nominating Shareholder" in this section 4.04 shall be deemed to refer to each shareholder of the Corporation that nominates a person for election as a director in the case of a nomination proposal where more than one shareholder of the Corporation is involved in making such nomination proposal.

- (e) Other Information. The Corporation may require any proposed nominee to furnish such other information regarding the proposed nominee:
  - (i) as may reasonably be required by the Corporation to determine if such proposed nominee is eligible to serve as an independent director (as defined in Applicable Securities Laws) of the Corporation;
  
  - (ii) that would reasonably be expected to be material to a reasonable shareholder's understanding of the independence and/or qualifications, or lack thereof, of such proposed nominee; or

- (iii) as is customarily disclosed by the Corporation its management proxy circular concerning nominees for election as directors of the Corporation.

Any material information furnished to the Corporation pursuant to this section 4.04(e) will be disclosed to shareholders in order to facilitate their decision-making process.

- (f) Notice to be updated. In addition, to be considered timely and in proper written form, a Nominating Shareholder's notice shall be promptly updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting.
- (g) Power of the chair. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.
- (h) Delivery of notice. Notwithstanding any other provision of this by-law, notice given to the Corporate Secretary of the Corporation pursuant to this by-law may only be given by personal delivery, facsimile transmission or e-mail (provided that the Corporate Secretary has stipulated an e-mail address for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, e-mail (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of the confirmation of such transmission has been received) to the Corporate Secretary at the address of the principal executive offices of the Corporation; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Toronto time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.
- (i) Increase in number of directors to be elected. Notwithstanding any provisions in this section to the contrary, in the event that the number of directors to be elected at a meeting is increased effective after the time period for which the Nominating Shareholder's notice would otherwise be due under this section, a notice with respect to nominees for the additional directorships required by this section shall be considered timely if it shall be given not later than the close of business on the tenth day following the day on which the first public announcement of such increase was made by the Corporation.
- (j) Waiver. Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this section.

4.05 Removal of Directors. - Subject to the Act, the shareholders may by ordinary resolution passed at an annual or special meeting of shareholders remove any director from office and the vacancy created by such removal may be filled by the election of any qualified individual at the same meeting, failing which it may be filled by the board.

4.06 Vacation of Office. - A director ceases to hold office on death, on removal from office by the shareholders, on ceasing to be qualified for election as a director, on receipt of a written resignation by the Corporation, or, if a time is specified in such resignation, at the time so specified, whichever is later.

4.07 Vacancies. - Subject to the Act, a quorum of the board may appoint a qualified individual to fill a vacancy in the board.

4.08 Action by the Board. - The board shall manage or supervise the management of the business and affairs of the Corporation. The powers of the board may be exercised at a meeting (subject to section 4.09) at which a quorum is present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the board. Where there is a vacancy in the board, the remaining directors may exercise all the powers of the board so long as a quorum remains in office.

4.09 Meeting by Telephone. - If all the directors of the Corporation consent thereto generally or if all the directors of the Corporation present at or participating in the meeting consent, a director may participate in a meeting of the board or of a committee of the board by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board.

4.10 Place of Meetings. - Meetings of the board may be held at any place within or outside Ontario and in any financial year of the Corporation a majority of the meetings need not be held in Canada.

4.11 Calling of Meetings. - Meetings of the board shall be held from time to time at such time and at such place as the board, the chair of the board, the lead independent director, if any, the president or any two directors may determine.

4.12 Notice of Meeting. - Notice of the time and place of each meeting of the board shall be given in the manner provided in Section Eleven to each director not less than 48 hours before the time when the meeting is to be held. No notice of a meeting shall be necessary if all the directors in office are present or if those absent waive notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business or the general nature thereof to be specified.

4.13 First Meeting of New Board. - Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

4.14 Adjourned Meeting. - Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.15 Regular Meetings. - The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings shall be sent to each director forthwith

after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

4.16 Chair. - The chair of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: chair of the board, the lead independent director, if any, the chief executive officer or president. If no such officer is present, the directors present shall choose one of their number to be chair.

4.17 Quorum. - Subject to section 4.19, the quorum for the transaction of business at any meeting of the board shall be two-fifths of the number of directors or minimum number of directors, as the case may be, or such greater number of directors as the board may from time to time determine. If the Corporation has fewer than three directors, all the directors shall be present to constitute a quorum.

4.18 Votes to Govern. - At all meetings of the board every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes the chair of the meeting shall not be entitled to a second or casting vote.

4.19 Conflict of Interest. - A director who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Corporation shall disclose to the Corporation the nature and extent of that interest at the time and in the manner provided by the Act. Such a director shall not attend any part of a meeting of directors during which the contract or transaction is discussed and shall not vote on any resolution to approve the same except as provided by the Act. If no quorum exists for the purpose of voting on such a resolution only because a director is not permitted to be present at the meeting, the remaining directors shall be deemed to constitute a quorum for the purposes of voting on the resolution. Where all of the directors are required to make a disclosure under this section, the contract or transaction may only be approved by the shareholders.

4.20 Remuneration and Expenses. - The directors shall be paid such remuneration for their services as the board may from time to time determine. The directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

## SECTION FIVE

### COMMITTEES

5.01 Committees of the Board. - The board may appoint from their number one or more committees of the board, however designated, and delegate to any such committee any of the powers of the board except those which pertain to items which, under the Act, a committee of the board has no authority to exercise.

5.02 Transaction of Business. - The powers of a committee of the board may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Ontario.

5.03 Audit Committee. - The board shall select annually from among their number an audit committee to be composed of not fewer than 3 directors of whom a majority shall not be officers or employees of the Corporation or any of its affiliates. The audit committee shall have the powers and duties provided in the Act.

5.04 Advisory Bodies. - The board may from time to time appoint such advisory bodies as it may deem advisable.

5.05 Procedure. - Unless otherwise determined by the board, each committee and advisory body shall have power to fix its quorum at not less than a majority of its members, to elect its chair and to regulate its procedure.

## SECTION SIX

### OFFICERS

6.01 Appointment. - The board may from time to time appoint a chief executive officer, president, one or more senior or executive vice-presidents (to which title may be added words indicating seniority or function), a corporate secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. One person may hold more than one office. The board may specify the duties of and, in accordance with this by-law and subject to the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Subject to sections 6.04, 6.05 and 6.06, an officer may but need not be a director.

6.02 Chief Executive Officer. - The board may designate one of the officers of the Corporation as chief executive officer of the Corporation and may from time to time revoke any such designation and designate another officer of the Corporation as chief executive officer of the Corporation. The officer designated as chief executive officer shall, subject to the authority of the board, have general supervision and control of the affairs of the Corporation.

6.03 Chief Financial Officer. - The board may designate one of the officers of the Corporation as chief financial officer of the Corporation and may from time to time revoke any such designation and designate another officer of the Corporation as chief financial officer of the Corporation. The officer designated as chief financial officer shall have such duties and exercise such powers as the board may from time to time prescribe.

6.04 Chair of the Board. - The chair of the board, if appointed, shall be a director and shall, when present, preside at all meetings of the board. Each committee of the board shall appoint a chair who shall be a member of the relevant committee of the board and shall, when present, preside at all meetings of the relevant committee of the board. The chair of the board shall be vested with and may exercise such powers and shall perform such other duties as may from time to time be assigned to him or her by the board. During the absence or disability of the chair of the board, his or her duties shall be performed and his powers exercised by the lead independent director, if any, or president of the Corporation.

6.05 Lead Independent Director. - The board may from time to time also appoint a lead independent director of the board who shall be an independent director. The lead independent director shall coordinate the activities of the independent directors and shall be vested with such powers and duties as the board may specify by resolution or as are incident to his or her office.

6.06 Vice Chair of the Board. - The board may from time to time also appoint a vice chair of the board who shall be a director. If appointed, he or she shall have such powers and duties as the board may specify by resolution or as are incident to his or her office.

6.07 President. - Unless otherwise designated by the board in accordance with section 6.02 hereof, the president shall be the chief executive officer of the Corporation and, subject to the authority of the board and the powers designated to the chief executive officer (if the chief executive officer is not also the president), shall have general supervision of the affairs and business of the Corporation. During the absence or disability of the president, his or her duties shall be performed and his or her powers exercised by the officer or officers of the Corporation designated from time to time by the board. The president shall be vested with and may exercise

all the powers and shall perform all the duties of the chair of the board if none is appointed or if the chair and the lead independent director of the board are absent, unable or refuse to act.

6.08 Executive or Senior Vice-President. - An executive or senior vice-president shall have such powers and duties as the board or the president may prescribe.

6.09 Corporate Secretary. - Unless otherwise determined by the board, the corporate secretary shall attend, and be the secretary of, all meetings of the board, shareholders and committees of the board. The corporate secretary shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at meetings of the board, the shareholders and committees of the board, whether or not he or she attends such meetings. He or she shall give or cause to be given, as and when instructed, all notices to directors, shareholders, auditors and members of committees of the board. He or she shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation, if any, and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose, and he or she shall have such other powers and duties as otherwise may be specified.

6.10 Treasurer. - The board may designate a treasurer who, subject to any resolution of the board and under the direction of the board, shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation. Subject to any resolution of the board, he or she shall render to the board whenever required an account of all his or her transactions as treasurer and of the financial position of the Corporation and he or she shall have such other powers and duties as otherwise may be specified.

6.11 Powers and Duties of Officers. - The powers and duties of all officers shall be such as the terms of their engagement call for or as the board or (except for those whose powers and duties are to be specified only by the board) the president may specify. The board and (except as aforesaid) the president may, from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board or the president otherwise directs.

6.12 Term of Office. - The board, in its discretion, may remove any officer of the Corporation. Otherwise each officer appointed by the board shall hold office until his successor is appointed or until the officer resigns.

6.13 Agents and Attorneys. - The Corporation, by or under the authority of the board, shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers (including the power to subdelegate) of management, administration or otherwise as may be thought fit.

6.14 Conflict of Interest. - An officer shall disclose any interest in a material contract or transaction or proposed material contract or transaction with the Corporation in accordance with section 4.19.

## SECTION SEVEN

### PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 Limitation of Liability. - All directors and officers of the Corporation in exercising their powers and discharging their duties to the Corporation shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, omissions, failures, neglects or defaults of any other director, officer or employee, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on the part of such director or officer, or for any other loss, damage or misfortune which shall happen in the execution of the duties of office or in relation thereto; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

7.02 Indemnity.

(1) Subject to the Act and to section 7.02(2), the Corporation shall:

- (a) indemnify any individual who is or was a director or officer of the Corporation and any individual who acts or acted at the Corporation's request as a director or officer (or any individual acting in a similar capacity) of another entity, against all costs, charges and expenses, including, without limitation, an amount paid to settle an action or satisfy a judgment, reasonably incurred by any such individual in respect of any civil, criminal, administrative, investigative or other proceeding in which such individual is involved because of that association with the Corporation or other entity; and
- (b) advance moneys to a director, officer or other individual for the costs, charges, and expenses of a proceeding referred to in section 7.02(1)(a). The individual shall repay the moneys if such individual does not fulfil the conditions of section 7.02(2).

(2) The Corporation shall not indemnify an individual under section 7.02(1) unless such individual:

- (a) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which such individual acted as a director or officer (or in a similar capacity) at the Corporation's request; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that such individual's conduct was lawful.

(3) The Corporation shall also indemnify any individuals referred to in section 7.02(1)(a) in such other circumstances as the Act or law permits or requires. Nothing in this by-law shall limit the right of any individual entitled to indemnity to claim indemnity apart from the provisions of this by-law.

7.03 Insurance. - Subject to the Act, the Corporation may purchase and maintain such insurance for the benefit of any individual referred to in section 7.02 hereof as the board may from time to time determine.

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## SECTION EIGHT

### SHARES

8.01 Allotment of Shares. - Subject to the Act and the articles, the board may from time to time allot or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such times and to such persons and for such consideration as the board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act.

8.02 Commissions. - The board may from time to time authorize the Corporation to pay a reasonable commission to any person in consideration of such person purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

8.03 Registration of Transfers. - Subject to the Act, no transfer of a share shall be registered in a securities register except upon compliance with the reasonable requirements of the Corporation and its transfer agents and with such restrictions on issue, transfer or ownership as are authorized by the articles.

8.04 Non-recognition of Trusts. - Subject to the Act, the Corporation may treat the registered holder of any share as the person exclusively entitled to vote, to receive notices, to receive any dividend or other payment in respect of the share, and otherwise to exercise all the rights and powers of an owner of the share.

8.05 Share Certificates. - Every holder of one or more shares of the Corporation shall be entitled, at the holder's option, to a share certificate, or to a non-transferable written certificate of acknowledgement of such right to obtain a share certificate, stating the number and class or series of shares held by such holder as shown on the securities register. Such certificates shall be in such form as the board may from time to time approve. Any such certificate shall be signed in accordance with section 2.04 and need not be under the corporate seal. Notwithstanding the foregoing, unless the board otherwise determines, certificates in respect of which a registrar, transfer agent, branch transfer agent or issuing or other authenticating agent has been appointed shall not be valid unless countersigned by or on behalf of such registrar, transfer agent, branch transfer agent or issuing or other authenticating agent. The signature of one of the signing officers under section 2.04 (or, in the case of a certificate which is not valid unless countersigned by or on behalf of a registrar, transfer agent, branch transfer agent or issuing or other authenticating agent, the signatures of both signing officers under section 2.04) may be printed or otherwise mechanically reproduced thereon. Every such printed or mechanically reproduced signature shall for all purposes be deemed to be the signature of the officer whose signature it reproduces and shall be binding upon the Corporation. A certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose printed or mechanically reproduced signature appears thereon no longer holds office at the date of issue of the certificate.

8.06 Replacement of Share Certificates. - The board or any officer or agent designated by the board may direct the issue of a new share or other such certificate in lieu of and upon cancellation of a certificate that has been mutilated or in substitution for a certificate claimed to have been lost, apparently destroyed or wrongfully taken on payment of such reasonable fee and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board may from time to time prescribe, whether generally or in any particular case.

8.07 Joint Shareholders. - If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such share.

8.08 Deceased Shareholders. - In the event of the death of a holder, or of one of the joint holders, of any share, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make any dividend or other payments in respect thereof except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

8.09 Transfer Agents and Registrars. - The Corporation may from time to time, in respect of each class of securities issued by it, appoint a trustee, transfer or other agent to keep the securities register and the register of transfers and a registrar, trustee or agent to maintain a record of issued security certificates and may appoint one or more persons or agents to keep branch registers, and, subject to the Act, one person may be appointed to keep the securities register, register of transfers and the records of issued security certificates. Such appointment may be terminated at any time by the board.

## SECTION NINE

### DIVIDENDS AND RIGHTS

9.01 Dividends. - Subject to the Act and the articles, the board may from time to time declare dividends payable to the shareholders according to their respective rights and interests in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation or options or rights to acquire fully paid shares of the Corporation. Any dividend unclaimed after a period of 6 years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

9.02 Dividend Cheques. - A dividend payable in money shall be paid by cheque to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at the holder's recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

9.03 Record Date for Dividends and Rights. - The board may fix in advance a date, preceding by not more than 50 days the date for the payment of any dividend or the date for the issue of any warrant or other evidence of the right to subscribe for securities of the Corporation, as a record date for the determination of the persons entitled to receive payment of such dividend or to exercise the right to subscribe for such securities, and notice of any such record date shall be given not less than 7 days before such record date in the manner provided by the Act. If no record date is so fixed, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

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## SECTION TEN

### MEETINGS OF SHAREHOLDERS

10.01 Annual Meetings. - The annual meeting of shareholders shall be held at such time in each year and, subject to section 10.03, at such place as the board, the chair of the board, the lead independent director or the president may from time to time determine, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

10.02 Special Meetings. - The board, the chair of the board, the lead independent director or the president shall have power to call a special meeting of shareholders at any time.

10.03 Meetings by Electronic Means. - A meeting of the shareholders may be held by telephonic or electronic means and a shareholder who, through those means, votes at the meeting or establishes a communications link to the meeting shall be deemed for the purposes of the Act to be present at the meeting.

10.04 Place of Meetings. - Subject to the articles, meetings of shareholders of the Corporation shall be held at such place in or outside Ontario as the directors determine or, in the absence of such a determination, at the place where the registered office of the Corporation is located. A meeting held under Section 10.03 shall be deemed to be held at the place where the registered office of the Corporation is located.

10.05 Notice of Meetings. - Notice of the time and place of each meeting of shareholders shall be given in the manner provided in Section Eleven not less than 21 nor more than 50 days before the date of the meeting to each director, to the auditor, and to each shareholder who at the close of business on the record date for notice is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the minutes of an earlier meeting, financial statements and auditor's report, election of directors and reappointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution or by-law to be submitted to the meeting.

10.06 List of Shareholders Entitled to Notice. - For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder entitled to vote at the meeting. If a record date for the meeting is fixed pursuant to section 10.07, the shareholders listed shall be those registered at the close of business on such record date. If no record date is fixed, the shareholders listed shall be those registered at the close of business on the day immediately preceding the day on which notice of the meeting is given or, where no such notice is given, on the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the central securities register is maintained and at the meeting for which the list was prepared. Where a separate list of shareholders has not been prepared, the names of persons appearing in the securities register at the requisite time as the holder of one or more shares carrying the right to vote at such meeting shall be deemed to be a list of shareholders.

10.07 Record Date for Notice. - The board may fix in advance a date, preceding the date of any meeting of shareholders by not more than 60 days and not less than 30 days, as a record date for the determination of the shareholders entitled to notice of the meeting, and notice of any such record date shall be given not less than seven days before such record date, by newspaper advertisement in the manner provided in the Act and by written notice to each stock exchange in Canada on which the shares of the Corporation are listed for trading. If no such record date is so fixed, the record date for the determination of the shareholders entitled to receive notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given or, if no notice is given, shall be the day on which the meeting is held.

10.08 Meetings Without Notice. - A meeting of shareholders may be held without notice at any time and place permitted by the Act (a) if all the shareholders entitled to vote thereat are present in person or duly represented or if those not present or represented waive notice of or otherwise consent to such meeting being held, and (b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held; so long as such shareholders, auditors or directors present are not attending for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. At such a meeting any business may be transacted which the Corporation at a meeting of shareholders may transact.

10.09 Chair, Secretary and Scrutineers. - The chair of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: lead independent director, president, chair of the board, or a vice-president who is a shareholder. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chair. If the secretary of the Corporation is absent, the chair shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chair with the consent of the meeting.

10.10 Persons Entitled to be Present. - The only persons entitled to be present at a meeting of shareholders shall be those entitled to vote thereat, the directors and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act or the articles or by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.

10.11 Quorum. - A quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxyholder or representative for a shareholder so entitled, irrespective of the number of shares held by such persons. If a quorum is present at the opening of any meeting of shareholders, the shareholder or shareholders present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the time appointed for the meeting or within a reasonable time thereafter as the shareholders may determine, the shareholders present or represented may adjourn the meeting to a fixed time and place but may not transact any other business.

10.12 Right to Vote. - Every person named in the list referred to in section 10.06 shall be entitled to vote the shares shown thereon opposite such person's name at the meeting to which such list relates.

10.13 Proxyholders and Representatives. - Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, as nominee of such shareholder to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy must be signed in writing or by electronic signature by the shareholder or an attorney who is authorized by a document that is signed in writing or by electronic signature or, if the shareholder is a body corporate, by an officer or attorney of the body corporate duly authorized and shall conform with the requirements of the Act. Alternatively, every such shareholder which is a body corporate or association may authorize by resolution of its directors or governing body an individual to represent it at a meeting of shareholders of the Corporation and such individual may exercise on the shareholder's behalf all the powers it could exercise if it were an individual shareholder. The authority of such an individual shall be established by depositing with the Corporation a certified copy of such resolution, or in such other manner as may be satisfactory to the secretary of the Corporation or the chair of the meeting. Any such proxyholder or representative need not be a shareholder. A proxy ceases to be valid one year from its date.

10.14 Time for Deposit of Proxies. - The board may fix a time not exceeding 48 hours, excluding Saturdays, Sundays and holidays, preceding any meeting or adjourned meeting of shareholders before which time proxies to be used at the meeting must be deposited with the Corporation or an agent thereof, and any period of time so fixed shall be specified in the notice calling the meeting. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or if, no such time having been specified in such notice, it has been received by the secretary of the Corporation or by the chair of the meeting or any adjournment thereof prior to the time of voting.

10.15 Joint Shareholders. - If two or more persons hold shares jointly, any one of them present in person or duly represented at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented and vote, they shall vote as one the shares jointly held by them.

10.16 Votes to Govern. - At any meeting of shareholders every question shall, unless otherwise required by the articles or by-laws or by law, be determined by a majority of the votes cast on the question. In case of an equality of votes either upon a show of hands or upon a poll, the chair of the meeting shall not be entitled to a second or casting vote.

10.17 Show of Hands. - Subject to the Act, any question at a meeting of shareholders shall be decided by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided, and upon a show of hands every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chair of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

10.18 Ballots. - On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, the chair may require a ballot or any person who is present and entitled to vote on such question at the meeting may demand a ballot. A ballot so required or demanded shall be taken in such manner as the chair shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking

of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which such person is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

10.19 Adjournment. - The chair at a meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. Subject to the Act, if a meeting of shareholders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.

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## SECTION ELEVEN

### NOTICES

11.01 Method of Giving Notices. - Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the regulations thereunder, the articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the board shall be sufficiently given if delivered personally to the person to whom it is to be given, if mailed to such person at the person's recorded address by prepaid mail, or if transmitted by telephone facsimile or other electronic means in accordance with the *Electronic Commerce Act* (Ontario), including through the procedures referred to as "notice-and-access". A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered by dispatch or made available for public electronic access. A notice so delivered shall be deemed to have been received when it is delivered personally, a notice so mailed shall be deemed to have been received on the fifth day after it is deposited in a post office or public letter box, and a notice so transmitted shall be deemed to have been received on the day it is transmitted or made available for public electronic access. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the board in accordance with any information believed by the secretary to be reliable.

11.02 Notice to Joint Shareholders. - If two or more persons are registered as joint holders of any share, any notice may be addressed to all such joint holders, but notice addressed to one of such persons shall be sufficient notice to all of them.

11.03 Computation of Time. - In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the day of giving the notice shall be excluded and the day of the meeting or other event shall be excluded.

11.04 Undelivered Notices. - If any notice given to a shareholder pursuant to section 11.01 is returned on three consecutive occasions because the shareholder cannot be found, the Corporation shall not be required to give any further notices to such shareholder until informed in writing by the shareholder of a new address.

11.05 Omissions and Errors. - The accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.06 Persons Entitled by Death or Operation of Law. - Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom such person derives title to such share prior to the name and address of such person being entered on the securities register (whether such notice was given before or after the happening of the event upon which such person became so entitled) and prior

to such person furnishing to the Corporation the proof of authority or evidence of entitlement prescribed by the Act.

11.07 Waiver of Notice. - Any shareholder, proxyholder or other person entitled to attend a meeting of shareholders, director, officer, auditor or member of a committee of the board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under the Act, the regulations thereunder, the articles, the by-laws or otherwise, and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing and may be sent by electronic means in accordance with the *Electronic Commerce Act* (Ontario), except a waiver of notice of a meeting of shareholders or of the board or a committee of the board which may be given in any manner.

11.08 Interpretation. - In this by-law, "recorded address" means in the case of a shareholder the address as recorded in the securities register; and in the case of joint shareholders the address appearing in the securities register in respect of such joint holding or the first address so appearing if there are more than one; in the case of an officer, auditor or member of a committee of the board, the latest address as recorded in the records of the Corporation; and in the case of a director, the latest address as shown in the records of the corporation or in the most recent notice filed under the *Corporations Information Act* (Ontario), whichever is the more current.

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## SECTION TWELVE

### EFFECTIVE DATE AND REPEAL

12.01 Effective Date. - This by-law shall come into force when made by the board in accordance with the Act.

12.02 Repeal. - All previous by-laws of the Corporation are repealed as of the coming into force of this by-law. Such repeal shall not affect the previous operation of any by-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any articles (as defined in the Act) or predecessor charter documents of the Corporation obtained pursuant to, any such by-law prior to its repeal. All officers and persons acting under any by-law so repealed shall continue to act as if appointed under the provisions of this by-law and all resolutions of the shareholders or the board or a committee of the board with continuing effect passed under any repealed by-law shall continue to be good and valid except to the extent inconsistent with this by-law and until amended or repealed.

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The foregoing by-law was made by the directors of the Corporation on the 9<sup>th</sup> day of September, 2015, and was confirmed without variation by the shareholders of the Corporation on the 23<sup>rd</sup> day of October, 2015.

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Secretary

## SCHEDULE "E"- AMENDMENT TO ARTICLES

### DEALNET CAPITAL CORP. (the "Corporation")

This amendment to the Articles of Continuance dated November 17, 2000 (the "Articles") has been authorized by the shareholders pursuant to the *Business Corporations Act* (Ontario) and the Articles are amended as follows:

The corporation is authorized to issue an unlimited number of preferred shares, which shares may be issued in one or more series and for an unlimited maximum consideration. The preferred shares shall be subject to the following rights, privileges, restrictions and conditions:

#### **1. Issuable in Series**

- a. The preferred shares may at any time, and from time to time, be issued in one or more series, in accordance with and subject to the provisions of the *Business Corporations Act* (Ontario) (the "Act").
- b. The directors of the Corporation shall, subject to the provisions of the Act, the provisions herein contained and any conditions attaching to any outstanding series of preferred shares, by resolution duly passed before the issue of any preferred shares of any series, fix the number of shares and determine the designation, rights, privileges, restrictions and conditions attaching to the preferred shares of such series, which may include, without limitation, any voting, conversion or redemption rights.

#### **2. Priority on Dividend Entitlement and Return of Capital**

- a. So long as any preferred shares are outstanding, the holders of the preferred shares of each series shall rank both with regard to dividends and return of capital in priority to the holders of the common shares and over any other shares ranking junior to the holders of the preferred shares, and the holders of the preferred shares of each series may also be given such other preferences over the holders of the common shares and any other shares ranking junior to the holders of the preferred shares as may be determined as to the respective series authorized to be issued.
- b. The priority, in the case of cumulative dividends, shall be with respect to all prior completed periods in respect of which such dividends were payable plus such further amounts, if any, as may be specified in the provisions attaching to a particular series and in the case of non-cumulative dividends, shall be with respect to all dividends declared and unpaid.

#### **3. Priority between each series of Preferred Shares**

- a. The preferred shares of each series shall rank *pari passu* with the preferred shares of every other series with respect to priority in payment of dividends and return of capital in the event of any liquidation distribution.

## SCHEDULE "F"- DISSENT RIGHTS

### DEALNET CAPITAL CORP. (the "Corporation")

The following is a summary of the procedure for a shareholder to exercise its right to dissent as provided in Section 185 of the OBCA. Capitalized terms not otherwise defined in this Schedule "F" have the meaning ascribed thereto in the management information circular to which this Schedule "F" is attached.

A Shareholder has a right to dissent under Section 185 of the OBCA if the Shareholder is opposed to the Preferred Shares Resolution in respect of the amendment to the Corporation's articles to create a new class of shares to be classified as "Preferred Shares" (the "**Amending Resolution**"). Any Shareholder who dissents from the Amending Resolution in compliance with Section 185 of the OBCA will be entitled, in the event that amendments to the Corporation's articles pursuant to the Amending Resolution become effective, to be paid by the Corporation the fair value of the Common Shares held by such dissenting Shareholder determined as of the close of business on the day before the Amending Resolution was adopted.

Section 185 of the OBCA provides that a dissenting Shareholder may only make a claim under that section with respect to all of the shares of a class held by the dissenting Shareholder on behalf of any one beneficial owner and registered in the name of the dissenting Shareholder. One consequence of this provision is that a Shareholder may exercise the right to dissent under Section 185 of the OBCA only in respect of the Common Shares which are registered in that Shareholder's name. In many cases, Common Shares beneficially owned by a Non-Registered Shareholder are registered either: (a) in the name of an intermediary that the Non-Registered Shareholder deals with in respect of the Common Shares (such as, among others, banks, trust companies, securities dealers and brokers, trustees or nominees); or (b) in the name of a clearing agency of which the intermediary is a participant.

Accordingly, a Non-Registered Shareholder will not be entitled to exercise the right to dissent under Section 185 of the OBCA directly (unless the Common Shares are re-registered in the Non-Registered Shareholder's name).

A registered Shareholder who wishes to exercise dissent rights (a "**Dissenting Shareholder**") under Section 185 of the OBCA must send to the Corporation a written objection to the Amending Resolution (the "**Notice of Dissent**") c/o its counsel, Blake, Cassels & Graydon LLP, (i) at 199 Bay Street, Suite 4000, Commerce Court West, Toronto, Ontario M5L 1A9, Attention: Norbert Knutel; or (ii) by facsimile transmission to (416) 863-2653, Attention: Norbert Knutel, to be received at or before the time fixed for the Meeting. The OBCA does not provide, and the Corporation will not assume, that a proxy form submitted instructing the proxyholder to vote against the Amending Resolution, a vote against the Amending Resolution at the Meeting or an abstention constitutes a Notice of Dissent, but a registered Shareholder need not vote its Common Shares against the Amending Resolution in order to dissent.

The Corporation is required within 10 days after the Shareholders adopt the Amending Resolution to send to each Dissenting Shareholder a notice that the Amending Resolution has been adopted. Such notice is not required to be sent to any Shareholder who voted in favour of the Amending Resolution or who has withdrawn his or her Notice of Dissent.

A Dissenting Shareholder who has not withdrawn its Notice of Dissent at or before the time fixed for the Meeting must, within 20 days after receipt of the notice that the Amending Resolution has been adopted or, if the Dissenting Shareholder does not receive such notice, within 20 days after learning that the Amending Resolution has been adopted, send to the Corporation a written notice containing: (i) the Dissenting Shareholder's name and address; (ii) the number of Common Shares in respect of which such Dissenting

Shareholder dissents; and (iii) the demand for payment of the fair value of such Common Shares (such notice is hereinafter referred to as the “**Demand for Payment**”). Within 30 days after sending the Demand for Payment, the Dissenting Shareholder must send to the Corporation or its transfer agent (the “**Transfer Agent**”), certificates representing the Common Shares in respect of which he or she dissents. The Corporation or the Transfer Agent will endorse on share certificates received from a Dissenting Shareholder a notice that the holder is a dissenting shareholder and will forthwith return the share certificates to the Dissenting Shareholder. A Dissenting Shareholder who fails to make a Demand for Payment in the time required, or to send certificates representing the Common Shares in respect of which he or she dissents in the time required, has no right to make a claim under Section 185 of the OBCA.

After sending a Demand for Payment, a Dissenting Shareholder ceases to have any rights as a shareholder of the Corporation, other than the right to be paid the fair value of the Common Shares in respect of which he or she dissents as determined by Section 185 of the OBCA, unless: (i) the Dissenting Shareholder withdraws its Demand for Payment before the Corporation makes an Offer to Pay (as defined below); (ii) the Corporation fails to make an Offer to Pay (as defined below) in accordance with subsection 185(15) of the OBCA and the Dissenting Shareholder withdraws the Demand for Payment; or (iii) the directors of the Corporation revoke the Amending Resolution, in which case the Dissenting Shareholder’s rights as a Shareholder of the Corporation will be reinstated.

The Corporation is required, not later than seven days after the later of the date on which the amendment to the Corporation’s articles approved by the Amending Resolution becomes effective (the “**Effective Date**”) or the date on which a Demand for Payment is received from a Dissenting Shareholder, send to each Dissenting Shareholder who has sent a Demand for Payment a written offer to pay for their Common Shares (the “**Offer to Pay**”) in an amount considered by the directors of the Corporation to be the fair value of the Common Shares, accompanied by a statement showing the manner in which the fair value was determined. Every Offer to Pay must be on the same terms. The Corporation must pay for the Common Shares of a Dissenting Shareholder within 10 days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such offer lapses if the Corporation does not receive an acceptance within 30 days after the Offer to Pay has been made.

If the Corporation fails to make an Offer to Pay for a Dissenting Shareholder’s Common Shares, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, the Corporation may, within 50 days after the Effective Date or within such further period as a court may allow, apply to a court to fix a fair value for the Common Shares of Dissenting Shareholders. If the Corporation fails to apply to a court, a Dissenting Shareholder may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow. A Dissenting Shareholder is not required to give security for costs in such an application. Upon such application to a court, whether by the Corporation or a Dissenting Shareholder, the Corporation will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the Dissenting Shareholder’s right to appear and be heard in person or by counsel. Further, upon such application to a court, all Dissenting Shareholders whose Common Shares have not been purchased by the Corporation will be joined as parties and be bound by the decision of the court. Upon any such application to a court, the court may determine whether any other person is a Dissenting Shareholder who should be joined as a party and the court will then fix a fair value for the Common Shares of all Dissenting Shareholders. Any resulting order of a court (the “**Final Order**”) will be rendered against the Corporation in favour of each Dissenting Shareholder for the amount of the fair value of its Common Shares as fixed by the court. The court may, in its discretion, allow a reasonable rate of interest on the amount payable to each Dissenting Shareholder from the Effective Date until the date of payment.

The Corporation shall not make a payment to a Dissenting Shareholder under Section 185 of the OBCA if there are reasonable grounds for believing that it is or would after such payment be unable to pay its liabilities as they become due, or that the realizable value of its assets would thereby be less than the aggregate of its liabilities. In such event, the Corporation shall, within 10 days after the procurement of the Final Order, notify each Dissenting Shareholder that it is unable lawfully to pay the Dissenting Shareholder for its Common Shares, in which case the Dissenting Shareholder may, by written notice to the Corporation, within 30 days after receipt of such notice, withdraw such Dissenting Shareholder's Notice of Dissent, in which case the Corporation is deemed to consent to such withdrawal and the holder is deemed to have participated in the Amending Resolution as a Shareholder of the Corporation. If the Dissenting Shareholder does not withdraw its Notice of Dissent, such Dissenting Shareholder retains status as a claimant against the Corporation, to be paid as soon as the Corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Corporation but in priority to its Shareholders.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by Dissenting Shareholders who seek payment of the fair value of their Common Shares. Section 185 of the OBCA requires adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder.

**Shareholders considering exercising the right to dissent should specifically refer to Section 185 of the OBCA as failure to comply strictly with the provisions set forth therein may prejudice the Shareholder's right to dissent. It is suggested that a Shareholder of the Corporation wishing to exercise a right to dissent should seek legal advice, as failure to comply strictly with the provisions of the OBCA may result in the loss or unavailability of the right to dissent.**