

This Directors' Circular is important and requires your immediate attention. If you are in doubt as to how to respond to the Offer described in this Directors' Circular, you should consult with your investment advisor, broker, bank manager, trust company manager, accountant, lawyer or other professional advisor. If you have questions or require further assistance, you can contact the Depository and Information Agent, Kingsdale Advisors, toll free in North America at 1-866-851-3214 or call collect outside North America at 416-867-2272 or by email at contactus@kingsdaleadvisors.com.



DIRECTORS' CIRCULAR

RECOMMENDING

ACCEPTANCE

OF THE OFFER BY

SIMPLY GROUP ACQUISITION CORP.

an affiliate of

SIMPLY GREEN HOME SERVICES INC.

TO PURCHASE ALL OF THE ISSUED AND OUTSTANDING COMMON SHARES OF

DEALNET CAPITAL CORP.

FOR \$0.16 IN CASH PER COMMON SHARE

RECOMMENDATION TO SHAREHOLDERS

The Board of Directors of Dealnet Capital Corp. **UNANIMOUSLY RECOMMENDS** that Shareholders **ACCEPT** the Offer and **DEPOSIT** their Common Shares under the Offer.

September 9, 2020

ACTION REQUIRED

To accept the Offer, Shareholders are required to take the actions set out in Section 3 of the Offer "*Manner of Acceptance*". Shareholders who do not take any action to deposit their Common Shares to the Offer will not receive the cash consideration for their Common Shares under the Offer.

Dear Dealnet Shareholders:

Simply Green Home Services Inc. ("**Simply Green**") and Dealnet Capital Corp. ("**Dealnet**" or the "**Company**") have entered into a support agreement, dated August 22, 2020 (the "**Support Agreement**"), which Support Agreement was assigned by Simply Green to Simply Group Acquisition Corp. (the "**Offeror**"), an affiliate of Simply Green, pursuant to which the Offeror agreed, subject to the terms of the Support Agreement, to make an offer to acquire all of the issued and outstanding common shares of Dealnet (the "**Common Shares**"), including any Common Shares issued after the date of the Offer and prior to the Expiry Time (as defined below) upon the exercise of any options of Dealnet (the "**Options**"), at a price of \$0.16 in cash per Common Share (the "**Offer Price**") by way of a board approved take-over bid (the "**Offer**").

The Offer is stated to be open for acceptance until 5:00 p.m. (Toronto time) on October 14, 2020, unless withdrawn or extended in accordance with its terms (the "Expiry Time").

RECOMMENDATION TO SHAREHOLDERS
The Board of Directors of Dealnet Capital Corp.
UNANIMOUSLY RECOMMENDS that
Shareholders ACCEPT the Offer and DEPOSIT their Common Shares under the Offer.

The attached Directors' Circular explains in detail why the board of directors of Dealnet (the "**Board**") has reached this conclusion, and we strongly encourage you to read the Directors' Circular in its entirety. The Board considered many factors, including an opinion (the "**Fairness Opinion**") from its financial advisor, Origin Merchant Partners ("**Origin**"), which states that, as of the date of such opinion, and based upon and subject to the scope of review, assumptions and limitations and other matters described therein, the consideration to be received by holders of Common Shares of Dealnet (the "**Shareholders**") under the Offer is fair, from a financial point of view, to Shareholders.

As described in more detail in the enclosed Directors' Circular, the reasons for the Board's unanimous recommendation of the Offer, among others, include:

- **Significant Premium for Shareholders.** The Offer Price represents a 52% premium to Dealnet's 30-day volume weighted average price ("**VWAP**") on the TSX Venture Exchange ("**TSX-V**") for the period ending August 21, 2020 (the last trading day prior to the announcement of the Offer), a 93% premium to the 90-day VWAP on the TSX-V for the period ending August 21, 2020 and a 33% premium to the Company's closing price on August 21, 2020.
- **Cash Provides Certainty of Value and Liquidity.** The consideration under the Offer is all cash, which allows Shareholders to immediately realize value for all of their investment and provides certainty of value and immediate liquidity.
- **No Financing Condition.** The Offer is not subject to any financing condition. The Offeror intends to fund the cash consideration for the Common Shares through available cash resources and has secured, on a firm, committed basis, all of the financing required to fund the cash consideration payable for the Common Shares. Shareholders benefit from removal of financing, market, regulatory, and execution risks.
- **Result of Extensive Strategic Review.** The unanimous Board recommendation for the Offer is the result of a strategic review process carried out by Origin on behalf of the Company. The strategic review process was conducted from May 2020 to August 2020. Origin contacted 53 parties in connection with a potential acquisition transaction. Of the 53 parties contacted, 14 parties executed non-disclosure agreements and four bids were received in total. Of the four bids, three were en bloc bids and one was limited to the purchase of One Contact Canada Inc.

and One Contact Inc. The consideration under the Offer represents the highest offer price attained as a result of this extensive strategic review process.

- **Fairness Opinion.** The Board has received an opinion from its financial advisor, Origin, to the effect that, as of the date of such opinion and based upon and subject to the assumptions, explanations and limitations and other matters described therein, the consideration payable under the Offer to Shareholders is fair, from a financial point of view, to Shareholders. The full text of the Fairness Opinion is attached as Appendix “B” to this Directors’ Circular. The Board recommends that Shareholders read the Fairness Opinion in its entirety.
- **Compelling Value Relative to Alternatives.** The Board believes, after a thorough review and after receiving legal and financial advice, that the immediate cash value offered to Shareholders under the Offer is more favourable to Shareholders than the potential value that might have resulted from other alternatives reasonably available to the Company, including remaining as a stand-alone entity and pursuing the Company’s existing strategy, in each case taking into consideration the potential rewards, risks, timelines and uncertainties associated with those other alternatives. The Board assessed each reasonably available alternative (including maintaining the status quo) throughout the strategic review process and ultimately concluded that the Offer was the most favourable alternative to unlock value today for Shareholders.
- **Ability to Respond to Superior Proposals.** The Board has reserved the ability to respond to unsolicited proposals that may deliver greater value to Shareholders than the Offer. The terms and conditions of the Support Agreement do not prevent an unsolicited third party from proposing or making a Superior Proposal or, provided Dealnet complies with the terms of the Support Agreement, preclude the Board from responding to, considering and acting on, a Superior Proposal. The Company is permitted to terminate the Support Agreement to accept, approve or recommend a Superior Proposal that is made and not matched by the Offeror provided that Dealnet pays the Offeror a termination amount of \$2,250,000.
- **Likelihood of Completion.** The Offer has a high likelihood of completion given the limited number of conditions necessary for the Offeror to take up and pay for Common Shares and the limited range of termination rights under the Support Agreement. In particular, the Offer is not subject to a financing condition. In light of the foregoing, the Board believes that the Offer is likely to be completed in accordance with its terms and within a reasonable time.
- **Arm’s Length Negotiations.** Active, arm’s length negotiations between the Board and Simply Green resulted in the price of the Offer being increased multiple times during its negotiations with Simply Green and finally agreed upon at an amount considered to be fair, from a financial point of view, to Shareholders, based on the financial and legal advice received by the Board, including the Fairness Opinion, subject to the scope of review, assumptions and limitations and other matters described therein.
- **Lock-Up Agreements.** Based on the reasons underpinning the Board’s recommendation, each of Dealnet’s directors and executive officers have entered into lock-up agreements with Simply Green pursuant to which they have agreed to, *inter alia*, support the Offer and to deposit all of their Common Shares under the Offer. Such directors and executive officers of the Company hold, in aggregate, approximately 3.4% of the issued and to be issued Common Shares on a non-diluted basis.

For the above reasons, we recommend that you ACCEPT the Offer and DEPOSIT your Common Shares under the Offer by 5:00 p.m. (Toronto time) on October 14, 2020, unless withdrawn or extended in accordance with its terms.

Thank you for your continued support of Dealnet.

Sincerely,

/s/ "Harold Bridge"

Harold Bridge
Chairman

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

This Directors' Circular has been prepared by the Company in accordance with disclosure requirements under applicable Canadian law. Non-resident Shareholders should be aware that these requirements may be different from those of the United States or other jurisdictions. The enforcement by investors of civil liabilities under securities laws of jurisdictions outside Canada may be adversely affected by the fact that the Company is organized under the laws of Canada, that some of its officers and directors are residents of Canada and that some or all of the experts named in this Directors' Circular are residents of Canada. Shareholders in the United States may not be able to sue the Company or its officers or directors in a foreign court for violation of United States securities laws. It may be difficult to compel such parties to subject themselves to the jurisdiction of a court in the United States or to enforce judgment obtained from a court of the United States.

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GENERAL INFORMATION

Glossary

Certain capitalized terms used in this Directors' Circular that are not otherwise defined have their respective meanings set out in the Glossary of Terms in Appendix "A".

Currency

Unless otherwise indicated, all dollar amounts in this Directors' Circular are expressed in Canadian dollars.

Notice Regarding Information

Certain information in this Directors' Circular has been taken from or is based on documents that are expressly referred to in this Directors' Circular. All summaries of, and references to, documents that are specified in this Directors' Circular as having been filed, or that are contained in documents specified as having been filed, on SEDAR are qualified in their entirety by reference to the complete text of those documents as filed, or as contained in documents filed, under the Company's SEDAR profile at www.sedar.com. Shareholders are urged to read carefully the full text of those documents.

Information contained in this Directors' Circular concerning the Offeror and the Offer is based solely upon, and the Board has relied, without independent verification, exclusively upon, information contained in the Offer and Circular, provided to the Company by the Offeror, or that is otherwise publicly available. While the Board has no reason to believe that such information is inaccurate or incomplete, neither the Company nor the Board assumes any responsibility for the accuracy or completeness of such information. You are urged to read the Offer and Circular carefully and in its entirety. The Offer and Circular are available under the Company's SEDAR profile at www.sedar.com.

Information contained in this Directors' Circular is given as of September 9, 2020, unless otherwise specifically stated.

Forward-Looking Statements

This Directors' Circular contains certain statements that constitute forward-looking information within the meaning of applicable securities laws ("**forward-looking statements**"). Forward-looking statements include all disclosure regarding possible events, conditions, results of operations, or the Offer that is based on assumptions about future economic conditions and courses of action. Dealnet cautions readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date they are made. Forward-looking statements are based on Dealnet's current plans, estimates, projections, beliefs and opinions, and Dealnet does not undertake any obligation to update forward-looking statements should assumptions related to those plans, estimates, projections, beliefs and opinions change, except as required by Law. When used in this Directors' Circular, words such as "plans", "expects", "intends", "anticipates", "will", "believes", "could", "may" or variations of such words and phrases often, but not always, identify forward-looking statements.

This information is subject to important risks and uncertainties, which are difficult to predict, and assumptions, which may prove to be inaccurate. The most significant risk factors that have been identified which could cause actual events to differ materially from current expectations include, but are not limited to, failure to satisfy the conditions to the Offer, including as a result of the failure to obtain the necessary regulatory approvals or to otherwise satisfy the conditions of completing the Offer as described in the Offer and Circular, failure to successfully implement the transaction in the time period anticipated, actions taken by Shareholders in respect of the Offer, the termination of the Support Agreement in accordance with the provisions thereof, and the decision or ability of the Offeror to complete a Compulsory Acquisition or Subsequent Acquisition Transaction. Some of these risk factors are largely beyond the control of the Company. These are not necessarily all of the important factors that could cause actual results to differ

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materially from those expressed in any of the Company's forward-looking statements. Other unknown and unpredictable factors could also impact its results. This information assumes that the Offer will occur on the terms and conditions contemplated in the Support Agreement. The Offer could be modified, restructured or terminated.

Should any risk factor affect the Company in an unexpected manner, or should assumptions underlying the forward-looking information prove incorrect, the actual results or events may differ materially from the results or events predicted. Unless otherwise indicated, forward-looking information does not take into account the effect that transactions announced or occurring after this information is provided may have on the business of the Company. All of the forward-looking information reflected in this document and the documents referred to within it are qualified by these cautionary statements. There can be no assurance that the results or developments anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequences for the Shareholders or the Company (including the completion of the transactions on the terms and conditions contemplated in the Support Agreement and the Offer and Circular or at all).

Except as may be required by applicable Securities Laws, the Company disclaims any intention and assumes no obligation to update or revise any forward-looking information, even if new information becomes available, as a result of future events or for any other reason. Readers should not place undue reliance on any forward-looking information.

For additional information on assumptions used to develop forward-looking information and risk factors that could cause actual results to differ materially from forward-looking information, please refer to the "Risk Management" section of the Company's management discussion & analysis for the period ended June 30, 2020, and the "Risk Factors" section of the Company's annual information form for the year ended December 31, 2019, which are available under the Company's SEDAR profile at www.sedar.com.

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QUESTIONS AND ANSWERS ABOUT THE OFFER

The information set out below is qualified in its entirety by the more detailed information appearing elsewhere in this Directors' Circular. This Directors' Circular should be read carefully and in its entirety. Capitalized terms used in this Questions and Answers About the Offer, where not otherwise defined herein, are defined in the Directors' Circular, including the accompanying Glossary of Terms in Appendix "A".

1. Why am I receiving this Directors' Circular?

Dealnet has entered into the Support Agreement with Simply Green, which Support Agreement was assigned by Simply Green to the Offeror, pursuant to which the Offeror agreed to make the Offer, subject to the terms and conditions set forth in the Support Agreement. As a condition to the making of the Offer, among other things, Dealnet has agreed to prepare this Directors' Circular containing the Board's unanimous recommendation that Shareholders deposit their Common Shares under the Offer.

2. What is the Offer?

The Offeror is offering to purchase, on the terms and subject to the conditions of the Offer, all of the Common Shares, including any Common Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time upon the exercise of Options, at the Offer Price of \$0.16 in cash per Common Share. The Offer Price represents a 52% premium to Dealnet's 30-day volume weighted average price on the TSX-V for the period ending August 21, 2020 (the last trading day prior to the announcement of the Offer), a 93% premium to Dealnet's 90-day volume weighted average price on the TSX-V for the period ending August 21, 2020 and a 33% premium to Dealnet's closing price on the TSX-V on August 21, 2020. The Offer is open for acceptance by Shareholders until 5:00 p.m. (Toronto time) on October 14, 2020 and is conditional upon, among other things, there being validly deposited or tendered under the Offer and not withdrawn at the Expiry Time that number of Common Shares that, together with any Common Shares (if any) beneficially owned, or over which control or direction is exercised, by the Offeror and any person acting jointly or in concert with the Offeror, represent not less than 66⅔% of the Common Shares then outstanding on a fully-diluted basis.

Full details concerning the conditions of the Offer are set out in the Offer and Circular dated September 9, 2020.

3. Who is making the Offer?

The Offer is being made by Simply Group Acquisition Corp., an affiliate of Simply Green. Both the Offeror and Simply Green are incorporated under the laws of the province of Ontario. The registered address and head office address of the Offeror and Simply Green is located at 2225 Sheppard Avenue East, Suite 800, North York, Ontario M2J 5C2. Simply Green provides consumers and businesses with financing solutions that afford them greater flexibility to improve their energy-efficiency and invest in the modernization of their residential, commercial and industrial properties and projects. The Offeror and Simply Green are each beneficially owned by Lawrence Krimker.

4. Should I accept the Offer?

The Board **UNANIMOUSLY RECOMMENDS** that Shareholders **ACCEPT** the Offer and **DEPOSIT** their Common Shares under the Offer. The reasons for the recommendation of the Board are set out in this Directors' Circular under the heading "Recommendation of the Board to Shareholders". All of Dealnet's directors and executive officers, representing approximately 3.4% of the issued and outstanding Common Shares, on a non-diluted basis, have entered into lock-up agreements with Simply Green pursuant to which they have agreed, among other things, to deposit all of their Common Shares under the Offer.

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5. How do I accept the Offer?

The Offeror has indicated that Shareholders who wish to accept the Offer must complete and execute the Letter of Transmittal (printed on **YELLOW** paper) accompanying the Offer and Circular (or a manually executed facsimile thereof) in accordance with the instructions set forth therein and deposit the completed Letter of Transmittal, together with the certificates representing the Common Shares being deposited and all other documents required by the Letter of Transmittal, to Kingsdale Advisors (the “**Depository and Information Agent**”) at its office in Toronto, Ontario at the address indicated in the Letter of Transmittal at or prior to the Expiry Time. Alternatively, Shareholders may (i) accept the Offer by following the procedures for book-based transfer of Common Shares described under Section 3 of the Offer, “Manner of Acceptance — Acceptance by Book-Entry Transfer” or (ii) accept the Offer where the certificates representing the Common Shares are not immediately available, or if the certificates and all of the required documents cannot be provided to the Depository and Information Agent at or prior to the Expiry Time, by following the procedures for guaranteed delivery described under Section 3 of the Offer, “Manner of Acceptance — Procedure for Guaranteed Delivery” using the Notice of Guaranteed Delivery (printed on **PINK** paper) accompanying the Offer and Circular (or a manually executed facsimile thereof).

For additional information, Dealnet shareholders should contact the Depository and Information Agent, Kingsdale Advisors, toll free in North America at 1-866-851-3214 or call collect outside North America at 416-867-2272 or by email at contactus@kingsdaleadvisors.com

If your Common Shares are registered in the name of an investment advisor, stockbroker, bank, trust company or other nominee, you should immediately contact that nominee for assistance if you wish to accept the Offer in order to take the necessary steps to be able to deposit your Common Shares under the Offer. Intermediaries likely have established deposit cut-off times that are prior to the Expiry Time. Shareholders must instruct their brokers or other intermediaries promptly if they wish to deposit their Common Shares.

6. Why does the Board believe the Offer should be accepted?

The Board took into account numerous factors in making the **UNANIMOUS RECOMMENDATION** that Shareholders **ACCEPT** the Offer and **DEPOSIT** their Common Shares under the Offer, including:

- ***Significant Premium for Shareholders.*** The Offer Price represents a 52% premium to Dealnet’s 30-day VWAP on the TSX-V for the period ending August 21, 2020 (the last trading day prior to the announcement of the Offer), a 93% premium to the 90-day VWAP on the TSX-V for the period ending August 21, 2020 and a 33% premium to the Company’s closing price on August 21, 2020.
- ***Cash Provides Certainty of Value and Liquidity.*** The consideration under the Offer is all cash, which allows Shareholders to immediately realize value for all of their investment and provides certainty of value and immediate liquidity..
- ***No Financing Condition.*** The Offer is not subject to any financing condition. The Offeror intends to fund the cash consideration for the Common Shares through available cash resources and has secured, on a firm, committed basis, all of the financing required to fund the cash consideration payable for the Common Shares. Shareholders benefit from removal of financing, market, regulatory, and execution risks.
- ***Result of Extensive Strategic Review.*** The unanimous Board recommendation for the Offer is the result of a strategic review process carried out by Origin on behalf of the Company. The strategic review process was conducted from May 2020 to August 2020. Origin contacted 53 parties in connection with a potential acquisition transaction. Of the 53 parties contacted, 14 parties executed non-disclosure agreements and four bids were received in total. Of the four

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bids, three were en bloc bids and one was limited to the purchase of One Contact Canada Inc. and One Contact Inc. The consideration under the Offer represents the highest offer price attained as a result of this extensive strategic review process.

- **Fairness Opinion.** The Board has received an opinion from its financial advisor, Origin, to the effect that, as of the date of such opinion and based upon and subject to the assumptions, explanations and limitations and other matters described therein, the consideration payable under the Offer to Shareholders is fair, from a financial point of view, to Shareholders. The full text of the Fairness Opinion is attached as Appendix “B” to this Directors’ Circular. The Board recommends that Shareholders read the Fairness Opinion in its entirety.
- **Compelling Value Relative to Alternatives.** The Board believes, after a thorough review and after receiving legal and financial advice, that the immediate cash value offered to Shareholders under the Offer is more favourable to Shareholders than the potential value that might have resulted from other alternatives reasonably available to the Company, including remaining as a stand-alone entity and pursuing the Company’s existing strategy, in each case taking into consideration the potential rewards, risks, timelines and uncertainties associated with those other alternatives. The Board assessed each reasonably available alternative (including maintaining the status quo) throughout the strategic review process and ultimately concluded that the Offer was the most favourable alternative to unlock value today for Shareholders.
- **Ability to Respond to Superior Proposals.** The Board has reserved the ability to respond to unsolicited proposals that may deliver greater value to Shareholders than the Offer. The terms and conditions of the Support Agreement do not prevent an unsolicited third party from proposing or making a Superior Proposal or, provided Dealnet complies with the terms of the Support Agreement, preclude the Board from responding to, considering and acting on, a Superior Proposal. The Company is permitted to terminate the Support Agreement to accept, approve or recommend a Superior Proposal that is made and not matched by the Offeror provided that Dealnet pays the Offeror a termination amount of \$2,250,000.
- **Likelihood of Completion.** The Offer has a high likelihood of completion given the limited number of conditions necessary for the Offeror to take up and pay for Common Shares and the limited range of termination rights under the Support Agreement. In particular, the Offer is not subject to a financing condition. In light of the foregoing, the Board believes that the Offer is likely to be completed in accordance with its terms and within a reasonable time.
- **Arm’s Length Negotiations.** Active, arm’s length negotiations between the Board and Simply Green resulted in the price of the Offer being increased multiple times during its negotiations with Simply Green and finally agreed upon at an amount considered to be fair, from a financial point of view, to Shareholders, based on the financial and legal advice received by the Board, including the Fairness Opinion, subject to the scope of review, assumptions and limitations and other matters described therein.
- **Lock-Up Agreements.** Based on the reasons underpinning the Board’s recommendation, each of Dealnet’s directors and executive officers have entered into lock-up agreements with Simply Green pursuant to which they have agreed to, *inter alia*, support the Offer and to deposit all of their Common Shares under the Offer. Such directors and executive officers of the Company hold, in aggregate, approximately 3.4% of the issued and to be issued Common Shares on a non-diluted basis.

A discussion of the reasons for the recommendation of the Board is included in this Directors’ Circular under the heading “Recommendation of the Board of Directors to Shareholders”.

THE BOARD OF DIRECTORS OF DEALNET CAPITAL CORP. UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND DEPOSIT THEIR COMMON SHARES UNDER THE OFFER

7. How long do I have to decide whether to deposit my Shares under the Offer?

You have until the Expiry Time of the Offer to deposit your Common Shares thereto, however beneficial shareholders should be aware that their intermediary may impose an earlier deadline for deposit. The Offer is scheduled to expire at 5:00 p.m. (Toronto time) on October 14, 2020, unless it is extended. See Section 2 of the Offer, "Time for Acceptance". If the Offeror takes up Common Shares validly deposited under the Offer and not properly withdrawn immediately after the Expiry Time, the Offeror will extend the Offer for an additional period of 10 days following the Expiry Time. The Offeror may also extend the Offer for one or more additional periods thereafter.

8. If I accept the Offer, when will I be paid?

The Offer and Circular indicates that, provided all of the conditions to the Offer have been satisfied or waived by the Offeror at or prior to the Expiry Time, the Offeror will take up the Common Shares deposited by Shareholders and pay for such Common Shares as soon as possible, and in any event not later than three business days after the Common Shares deposited are taken up. Any Common Shares deposited pursuant to the Offer after the first date on which Common Shares have been taken up and paid for by the Offeror must be taken up and paid for within 10 days of such deposit. See Section 6 of the Offer, "Take-Up and Payment for Deposited Common Shares".

9. What happens if the minimum tender condition of 66⅔% of the outstanding Common Shares (on a fully-diluted basis) is not met?

If the minimum tender condition is not met, the Offeror may or may not extend or amend the Offer.

10. What happens if the Offer is not completed?

There are risks to the Company if the Offer is not completed, including significant transaction costs and expenses to Dealnet in pursuing the Offer, the diversion of management's attention away from operating the business and the potential impact on Dealnet's relationships with its employees, consumers, dealers, funders, lenders, suppliers and partners.

If the Offer is terminated and the Board decides to seek another transaction, there is no assurance that the Company will be able to find a party willing to pay greater or equivalent value compared to the Offer Price available to Shareholders under the Offer or that the continued operation of the Company under its current business model will yield equivalent or greater value to Shareholders compared to that available under the Offer.

If the Offer is terminated in certain circumstances, the Company may be required to pay the Company Termination Amount.

11. Who do I ask if I have more questions?

The Board recommends that you read the information contained in this Directors' Circular carefully. You should contact your investment dealer, broker, lawyer or other professional advisor with any questions or requests for assistance.

Questions regarding the Offer and requests for assistance in depositing Common Shares may be directed to the Depositary and Information Agent, Kingsdale Advisors, toll free in North America at 1-866-851-3214 or call collect outside North America at 416-867-227 or by email at contactus@kingsdaleadvisors.com. Additional copies of the Offer and Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained without charge on request from the Depositary and Information Agent at its office as set forth on the last page of the Offer Circular.

THE BOARD OF DIRECTORS OF DEALNET CAPITAL CORP. UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND DEPOSIT THEIR COMMON SHARES UNDER THE OFFER

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UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS
ACCEPT THE OFFER AND DEPOSIT THEIR SHARES UNDER THE OFFER**

DIRECTORS' CIRCULAR

This Directors' Circular dated September 9, 2020 is issued by the Board in connection with the Offer made on September 9, 2020 by Simply Group Acquisition Corp., an affiliate of Simply Green Home Services Inc., to purchase all of the issued and outstanding Common Shares, including any Common Shares issued after the date of the Offer and prior to the Expiry Time upon the exercise of any Options, at a price of \$0.16 in cash per Common Share, upon the terms and subject to the conditions of the Offer set forth in the Offeror's Offer and Circular dated September 9, 2020. The Offer is being made pursuant to the terms and conditions of the Support Agreement, which is available under the Company's SEDAR profile at www.sedar.com. Please see the heading entitled "Arrangements or Agreements with the Offeror – Support Agreement".

ACTION REQUIRED

The Offer will be open for acceptance until 5:00 p.m. (Toronto time) on October 14, 2020 unless withdrawn or extended in accordance with its terms. The Offer is subject to conditions, including the condition that the Offeror will not take up, purchase or pay for, any Common Shares unless, there shall have been validly deposited or tendered under the Offer and not withdrawn at the Expiry Time that number of Common Shares that represents not less than 66⅔% of the Common Shares then outstanding on a fully-diluted basis. Full details concerning the terms and conditions of the Offer, the method of acceptance of the Offer and other information relating to the Offer and the Offeror are set out in the Offer and Circular and the Letter of Transmittal and Notice of Guaranteed Delivery that accompany the Offer and Circular.

The Offer is being made only for Common Shares and is not made for any Options. However, all persons holding Options will be entitled to exercise such Options, to the extent exercisable, in accordance with their terms and deposit all Common Shares issued in connection therewith under the Offer, as described herein.

The Offeror and Dealnet agreed in the Support Agreement that, between the date of the Support Agreement and the Take-Up Date, subject to the terms of the Offer and the receipt of any necessary approvals, Dealnet shall take such actions as may be necessary or desirable to provide that all (i) Options vest no later than immediately prior to the Take-Up Date and that each holder of vested Options shall be entitled to, either (A) exercise such Options, in accordance with their terms, and thereby acquire Common Shares or (B) in lieu of exercising Options, surrender or cancel such Options to the Company in exchange for a cash payment by the Company equal to the amount (if any) by which the aggregate Offer Price for the Common Shares which could be acquired pursuant to the exercise of such Options exceeds the aggregate exercise price in respect of such Options and (ii) DSUs vest no later than immediately prior to the Take-Up Date and that each holder of vested DSUs shall be entitled to a payout in respect of such DSUs based on the Offer Price, in accordance with their terms.

RECOMMENDATION OF THE BOARD TO SHAREHOLDERS

The Board, after consultation with its legal and financial advisors and receipt of the Fairness Opinion, and based upon its review and evaluation of the Offer on the terms set forth in the Support Agreement, has unanimously determined that the Offer is fair, from a financial point of view, to Shareholders and in the best interests of Dealnet and the Shareholders, accordingly, unanimously recommends that Shareholders accept the Offer and deposit their Common Shares under the Offer.

REASONS FOR RECOMMENDATION OF THE BOARD

The Board has reviewed and considered the Offer with the benefit of advice from its legal and financial advisors. As a result of the foregoing, the Board has determined that the Offer is fair, from a financial point of view, to Shareholders and in the best interests of Dealnet and the Shareholders. The Board has identified

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the following factors as the principal reasons for the unanimous recommendation that Shareholders **ACCEPT** the Offer and **DEPOSIT** their Common Shares under the Offer, including:

- ***Significant Premium for Shareholders.*** The Offer Price represents a 52% premium to Dealnet's 30-day VWAP on the TSX-V for the period ending August 21, 2020 (the last trading day prior to the announcement of the Offer), a 93% premium to the 90-day VWAP on the TSX-V for the period ending August 21, 2020 and a 33% premium to the Company's closing price on August 21, 2020.
- ***Cash Provides Certainty of Value and Liquidity.*** The consideration under the Offer is all cash, which allows Shareholders to immediately realize value for all of their investment and provides certainty of value and immediate liquidity..
- ***No Financing Condition.*** The Offer is not subject to any financing condition. The Offeror intends to fund the cash consideration for the Common Shares through available cash resources and has secured, on a firm, committed basis, all of the financing required to fund the cash consideration payable for the Common Shares. Shareholders benefit from removal of financing, market, regulatory, and execution risks.
- ***Result of Extensive Strategic Review.*** The unanimous Board recommendation for the Offer is the result of a strategic review process carried out by Origin on behalf of the Company. The strategic review process was conducted from May 2020 to August 2020. Origin contacted 53 parties in connection with a potential acquisition transaction. Of the 53 parties contacted, 14 parties executed non-disclosure agreements and four bids were received in total. Of the four bids, three were en bloc bids and one was limited to the purchase of One Contact Canada Inc. and One Contact Inc. The consideration under the Offer represents the highest offer price attained as a result of this extensive strategic review process.
- ***Fairness Opinion.*** The Board has received an opinion from its financial advisor, Origin, to the effect that, as of the date of such opinion and based upon and subject to the assumptions, explanations and limitations and other matters described therein, the consideration payable under the Offer to Shareholders is fair, from a financial point of view, to Shareholders. The full text of the Fairness Opinion is attached as Appendix "B" to this Directors' Circular. The Board recommends that Shareholders read the Fairness Opinion in its entirety.
- ***Compelling Value Relative to Alternatives.*** The Board believes, after a thorough review and after receiving legal and financial advice, that the immediate cash value offered to Shareholders under the Offer is more favourable to Shareholders than the potential value that might have resulted from other alternatives reasonably available to the Company, including remaining as a stand-alone entity and pursuing the Company's existing strategy, in each case taking into consideration the potential rewards, risks, timelines and uncertainties associated with those other alternatives. The Board assessed each reasonably available alternative (including maintaining the status quo) throughout the strategic review process and ultimately concluded that the Offer was the most favourable alternative to unlock value today for Shareholders.
- ***Ability to Respond to Superior Proposals.*** The Board has reserved the ability to respond to unsolicited proposals that may deliver greater value to Shareholders than the Offer. The terms and conditions of the Support Agreement do not prevent an unsolicited third party from proposing or making a Superior Proposal or, provided Dealnet complies with the terms of the Support Agreement, preclude the Board from responding to, considering and acting on, a Superior Proposal. The Company is permitted to terminate the Support Agreement to accept, approve or recommend a Superior Proposal that is made and not matched by the Offeror provided that Dealnet pays the Offeror a termination amount of \$2,250,000.

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- **Likelihood of Completion.** The Offer has a high likelihood of completion given the limited number of conditions necessary for the Offeror to take up and pay for Common Shares and the limited range of termination rights under the Support Agreement. In particular, the Offer is not subject to a financing condition. In light of the foregoing, the Board believes that the Offer is likely *to be completed in accordance with its terms and within a reasonable time.*
- **Arm's Length Negotiations.** Active, arm's length negotiations between the Board and Simply Green resulted in the price of the Offer being increased multiple times during its negotiations with Simply Green and finally agreed upon at an amount considered to be fair, from a financial point of view, to Shareholders, based on the financial and legal advice received by the Board, including the Fairness Opinion, subject to the scope of review, assumptions and limitations and other matters described therein.
- **Lock-Up Agreements.** Based on the reasons underpinning the Board's recommendation, each of Dealnet's directors and executive officers have entered into lock-up agreements with Simply Green pursuant to which they have agreed to, *inter alia*, support the Offer and to deposit all of their Common Shares under the Offer. Such directors and executive officers of the Company hold, in aggregate, approximately 3.4% of the issued and to be issued Common Shares on a non-diluted basis.

The foregoing summary of the information and factors considered by the Board is not intended to be exhaustive of the factors considered by the Board in reaching its conclusion and making its recommendation, but includes the material information, factors and analysis considered by the Board. The members of the Board evaluated the various factors summarized above in light of their own knowledge of the business, financial condition and prospects of Dealnet, and considered the advice of legal and financial advisors. In view of the numerous factors considered in connection with its evaluation of the Offer, the Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching its conclusion and recommendation. In addition, individual members of the Board may have given different weight to different factors. The conclusion and unanimous recommendation of the Board was made after considering the totality of the information and factors involved.

OTHER FACTORS TO BE CONSIDERED

While the Board believes that each of the factors set out above under "Reasons for Recommendation of the Board" support its decision to recommend that Shareholders accept the Offer, the Board also recognizes a number of other factors including the following:

1. The conditions to the Offeror's obligation to take up and pay for the Common Shares deposited under the Offer.
2. The rules and regulations of the TSX-V establish certain criteria which, if not met, could lead to the cessation of trading and delisting of the Common Shares from the TSX-V. According to the TSX-V Corporate Finance Manual, the Common Shares may be involuntarily delisted if, among other things (i) the market capitalization of the Common Shares in the public float is less than \$100,000, (ii) the number of Common Shares in the public float is less than 500,000 or (iii) the number of shareholders, each holding a board lot or more, is less than 150, in each case exclusive of holdings of officers and directors of the Company and persons who own or control, directly or indirectly, 10% or more of the Common Shares. Depending upon the number of Common Shares purchased pursuant to the Offer, it is possible that the Common Shares would fail to meet the criteria for continued listing on the TSX-V. If this were to happen, the Common Shares could be involuntarily delisted and this could, in turn, adversely affect the liquidity of the Common Shares or result in a lack of an established market for the Common Shares. If the Common Shares are delisted from the TSX-V, the extent of the public market for the Common Shares and the availability of price or other quotations would depend upon the number of Shareholders, the number of Common Shares

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publicly held and the aggregate market value of the Common Shares publicly held at such time, whether the Company remains subject to public reporting requirements in Canada and other factors.

3. After the purchase of the Common Shares under the Offer, the Company may cease to be subject to the public reporting and proxy solicitation requirements of the OBCA and applicable Securities Laws.
4. If the Offer is successfully completed, it will eliminate the opportunity for Shareholders who accept the Offer to participate in the longer term potential benefits and risks of the business of the Company.
5. The risks to the Company if the Offer is not completed, including significant transaction costs and expenses to Dealnet in pursuing the Offer, the diversion of management's attention away from operating the business and the potential impact on Dealnet's relationships with its employees, consumers, dealers, funders, lenders, suppliers and partners.
6. If the Offer is terminated and the Board decides to seek another transaction, there is no assurance that the Company will be able to find a party willing to pay greater or equivalent value compared to the Offer Price available to Shareholders under the Offer or that the continued operation of the Company under its current business model will yield equivalent or greater value to Shareholders compared to that available under the Offer.
7. If the Offer is terminated in certain circumstances, the Company may be required to pay the Company Termination Amount.

The foregoing discussion of the factors reviewed by the Board is not intended to be exhaustive. In view of the wide variety of factors considered in connection with their evaluation of the Offer, the Board did not find it practicable to, and therefore did not, quantify or assign relative weights to specific factors or methodologies in reaching its conclusion. In addition, individual members of the Board may have given different weights to different factors.

Shareholders should consider the Offer carefully and come to their own conclusions as to whether to accept or reject the Offer. Shareholders who are in doubt as to how to respond to the Offer should consult with their investment advisor, broker, bank manager, trust company manager, accountant, lawyer or other professional advisor. Shareholders are advised that acceptance of the Offer may have tax consequences and they should consult their own professional tax advisors having regard to their own particular circumstances.

DEALNET CAPITAL CORP.

Dealnet is the parent company of subsidiaries operating in two market segments, consumer finance and call centre. The Company operates in the consumer finance segment in Canada through EcoHome Financial Inc. ("**EcoHome**") and its call centre segment under the One Contact banner ("**One Contact**").

EcoHome is a specialty finance company serving the \$20 billion Canadian home improvement finance market. EcoHome develops and supports consumer sales financing programs for approved dealers and distributors under agreements with original equipment manufacturers that supply a wide range of home improvement products to the retail market. Through a dealer network, EcoHome underwrites, originates, funds and services the prime quality loans and leases that homeowners need to finance the acquisition and installation of capital assets that improve the quality, comfort and safety of their homes.

One Contact offers customer support services to third-party institutions across Canada and the U.S. and to EcoHome.

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Dealnet was originally incorporated as Alexa Ventures, Inc. on September 8, 1986 under the laws of British Columbia. On October 28, 1999, the Company changed its name to Eiger Technology, Inc., and on November 17, 2000, continued its corporate status under the laws of Ontario. On May 28, 2008, the Company changed its name to Gamecorp Ltd. The Company changed its name to Dealnet Capital Corp. on September 4, 2012.

The Common Shares are listed for trading under the symbol “DLS” on the TSX-V. As of the close of business on August 21, 2020, there were 282,878,055 Common Shares issued and outstanding.

The head and registered office of Dealnet is located at 130 King Street West, PO BOX 158, Suite 501, Toronto, Ontario, M5X 1C7. The Company carries on business in all provinces of Canada.

For further information regarding Dealnet, refer to Dealnet’s filings with the Securities Authorities, which may be obtained through the Company’s SEDAR profile at www.sedar.com.

THE OFFEROR AND SIMPLY GREEN HOME SERVICES INC.

Simply Green provides consumers and businesses with financing solutions that afford them greater flexibility to improve their energy-efficiency and invest in the modernization of their residential, commercial and industrial properties and projects.

The Offeror and Simply Green are affiliates of one another and are each beneficially owned by Lawrence Krimker.

BACKGROUND TO THE OFFER

The Support Agreement is the result of extensive negotiations among the Company, Simply Green and their respective advisors. The following is a summary of the principal events leading to the signing of the Support Agreement and the announcement thereof.

As part of its continuing efforts to strengthen the business of the Company and enhance value for all Shareholders, the Board and senior management of the Company routinely consider and assess possible strategic opportunities. Accordingly, the Company has regularly evaluated and considered various strategic alternatives, including potential change of control transactions, divestitures and third party investments in the context of the Company’s long-term business plan.

From March 30, 2020 to May 27, 2020, the Board received two unsolicited written expressions of interest from parties looking to acquire all of the issued and outstanding Common Shares. On May 20, 2020, the Board met to discuss the various expressions of interest it had received and to consider the alternatives available to the Company going forward. During this meeting, the Board concluded that it would be in the best interests of the Company and its Shareholders to undertake a formal process to determine whether a value-maximizing transaction was available.

On May 27, 2020, the Board engaged Origin, as its financial advisor, to assist the Company in exploring strategic alternatives and engaged Goodmans LLP to act as legal advisor to the Company in connection with such strategic process. In support of the Company’s process to consider and evaluate strategic alternatives, Origin contacted 53 potential purchasers, comprised of 17 strategic buyers and 36 financial sponsors.

As part of phase one of the strategic process, the Company entered into non-disclosure agreements with 14 potential purchasers, including Simply Green. Such parties were granted access to the Company’s data room, and conducted varying levels of due diligence on the Company.

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Between June 2, 2020 and June 15, 2020, Origin engaged in ongoing discussions with a number of parties about a possible strategic transaction with the Company and provided such parties with access to the Company's data room upon entering into a non-disclosure agreement with the Company. On June 16, 2020, Origin sent out process letters outlining key expectations for expressions of interest to each of the parties who had expressed an interest in entering into a strategic transaction with the Company.

On June 30, 2020, the initial deadline for expressions of interest, the Company received three en bloc bids, including Simply Green's bid. The en bloc bids ranged in price from \$0.09 to \$0.135 per Common Share (Simply Green submitted the highest bid of \$0.135 per Common Share). In addition, throughout the month of June and up to the week of June 30th, Origin explored interest with a number of parties in acquiring specific Company assets including one bid limited to the purchase of One Contact and indications of interest in specific loan book and lease portfolios of the Company. The discussions with parties regarding the sale of specific assets was discontinued in the second phase as none of the transactions had the potential to create sufficient value to warrant the additional complexity and offset the potential dissynergies from such divestitures. After a lengthy discussion, the Board directed Origin to focus on the 3 en bloc bids as well as any other parties who were continuing to investigate potential transactions but had not yet submitted an expression of interest.

Between July 3, 2020 and July 10, 2020, Origin continued engaging in discussions with the bidders that had submitted expressions of interest, including Simply Green, and made additional materials available in the Company's data room in order for such bidders to continue their due diligence investigations of the Company. During the week of July 6, 2020, Origin invited each of the parties who submitted an initial expression of interest to enter into phase two of the strategic process. On July 8, 2020 a form of support agreement in connection with a potential board-supported takeover bid was uploaded to the Company's data room.

During the week of July 13, 2020, management of the Company delivered presentations to the remaining bidders participating in phase two of the strategic process. On July 14, 2020, Origin sent out a second round process letter to the remaining parties who had submitted an initial en bloc expression of interest outlining key expectations for final proposals including a mark-up of the support agreement.

On the evening of July 20, 2020, management of the Company and Simply Green met to discuss Simply Green's proposal. At the meeting, the representatives of Dealnet encouraged Simply Green to further increase its proposed transaction price.

On July 27, 2020, the deadline for final proposals, the Company received a second bid from Simply Green at a price of \$0.15 per Common Share (the "**Second Offer**"). The Board met with Origin and Goodmans LLP on July 27, 2020 to consider and discuss the management presentations and the feedback received from the parties remaining in phase two of the strategic process, as well as to consider the Second Offer. Following lengthy discussions, the Board determined that it was in the best interests of the Company and its Shareholders to pursue negotiations with Simply Green in connection with a potential board-supported takeover bid, but did not enter into exclusivity with Simply Green. Until Simply Green provided an executable proposal at a price clearly superior to where the other groups had indicated, Origin worked with all parties to encourage them to complete their diligence and improve their proposals including setting up additional calls with management and providing additional diligence materials.

In connection with the delivery of the Second Offer, Simply Green delivered a mark-up of a draft version of the Support Agreement (the "**Draft Support Agreement**"). Simply Green and its legal advisors, Stikeman Elliott LLP, continued to conduct due diligence on the Company following submission of the Second Offer. Over the next several weeks, the Company and Simply Green, each with the assistance of their respective legal counsel continued to negotiate the Draft Support Agreement and related documentation and the Board continued to meet formally and informally to discuss the terms of the Draft Support Agreement and to receive updates from Origin with respect to any other parties that remained interested in a strategic transaction with the Company.

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During such meetings, the Board discussed the anticipated benefits to the Company and Shareholders of entering into the Support Agreement and weighed them against the associated risks and potential challenges to the Company and Shareholders, while considering various alternatives, including maintaining the status quo. On August 12, 2020, Simply Green submitted a further revised offer price of \$0.16 per Common Share to the Board (the “**Third Offer**”).

Simply Green and the Company continued to negotiate the Draft Support Agreement and related documentation following receipt of the Third Offer. On the evening of August 21, 2020, after the parties resolved all of the outstanding issues in the Draft Support Agreement, the Board held a formal meeting with its legal and financial advisors. At this meeting, Origin provided its oral fairness opinion (which was subsequently confirmed in writing), that as of August 21, 2020, and based on the scope of review, assumptions and limitations, the Offer Price of \$0.16 per Common Share payable to Shareholders, is fair, from a financial point of view, to Shareholders. Based on the legal and financial advice received by the Board, including the Fairness Opinion, the Board unanimously determined that the Offer Price to be received under the Offer is fair from a financial point of view to Shareholders and that it is in the best interests of the Company and its Shareholders for the Board to support and facilitate the Offer and to recommend that Shareholders accept the Offer and deposit their Common Shares under the Offer. At the August 21 meeting, the Board also determined to postpone the upcoming annual general and special meeting of Shareholders scheduled for September 22, 2020 in order to provide Shareholders with the opportunity to deposit their Common Shares under the Offer.

On the evening of August 22, 2020, after Simply Green finalized its due diligence of the Company and the parties signed the Support Agreement and the Disclosure Letter, and the Lock-Up Agreements were entered into between Simply Green and each of the directors and executive officers of the Company. On the morning of August 24, 2020, the Company issued a press release announcing the execution of the transaction and publicly filed the Support Agreement and Lock-Up Agreements, pursuant to which Dealnet’s directors and executive officers agreed, among other things, to tender all of their Common Shares to the Offer and confirmed that the Dealnet Board believes the terms of the Offer to be fair and reasonable and in the best interests of the Company and its shareholders and unanimously recommends that shareholders tender their Common Shares to the Offer. The Support Agreement and Lock-Up Agreements are available on the Company’s SEDAR profile at www.sedar.com. Simply Green subsequently assigned all of its right, title and interest in and to the Support Agreement and Lock-up Agreements to the Offeror.

FAIRNESS OPINION OF ORIGIN

In connection with its evaluation of the Offer, the Board received the written Fairness Opinion from Origin dated August 21, 2020, to the effect that, as of the date of such opinion, and based upon and subject to the assumptions, explanations and limitations and other matters described therein, the consideration payable under the Offer to Shareholders is fair, from a financial point of view, to Shareholders. The Fairness Opinion was only one of many factors considered by the Board in making its unanimous determination that the Offer is fair, from a financial point of view, to Shareholders and in the best interests of the Company and the Shareholders, and in unanimously recommending that Shareholders accept the Offer and deposit their Common Shares under the Offer.

On May 27, 2020, the Board formally engaged Origin pursuant to the terms of an engagement agreement between the Company and Origin (the “**Engagement Agreement**”). The Engagement Agreement provides the terms upon which Origin has agreed to act as financial advisor to the Company in connection with reviewing and assessing various strategic alternatives that may be available to the Company, including any potential transaction involving the acquisition of control of the Company by a third party, and to perform such financial advisory services for the Company as are customary in transactions of that nature.

The terms of the Engagement Agreement provide that Origin is to be paid certain fees for its services as financial advisor, including (i) a fee if neither the Offer nor any alternative transaction is completed, (ii) a fee upon delivery of the Fairness Opinion (no part of which is contingent upon the Fairness Opinion being favourable or upon success of the Offer), and (iii) a fee payable upon completion of the Offer or any

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alternative transaction (which is, in part, dependent upon the value of any such transaction). In addition, the Company has agreed to reimburse Origin for its reasonable out-of-pocket expenses and to indemnify Origin in respect of certain liabilities that might arise in connection with its engagement.

The Fairness Opinion was rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date of the Fairness Opinion and the conditions and prospects, financial and otherwise, of the Company and its subsidiaries and affiliates, as they were reflected in the information provided by the Company and as they have been represented to Origin in discussions with management of the Company. In its analyses and in preparing the Fairness Opinion, Origin made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of Origin or any party involved in the Offer.

The Fairness Opinion has been provided for the sole use and benefit of the Board in connection with, and for the purpose of, its consideration of the Offer and may not be used or relied upon by any other person or for any other purpose or quoted from or published without the prior written consent of Origin.

The full text of the Fairness Opinion is attached as Appendix "B" to this Directors' Circular. You are encouraged to read the Fairness Opinion carefully and in its entirety for a description of the assumptions made, information reviewed, procedures followed, matters considered and limitations on the scope of review undertaken. The Fairness Opinion addresses only the fairness, from a financial point of view, of the consideration under the Offer to Shareholders and is directed to the Board. The Fairness Opinion does not constitute a valuation of the Company or any of its securities or assets, nor does it constitute a recommendation to Shareholders as to whether they should accept the Offer.

ARRANGEMENTS OR AGREEMENTS WITH THE OFFEROR

Support Agreement

Simply Green and Dealnet have entered into the Support Agreement, which has been assigned to the Offeror, which sets out, among other things, the terms and conditions upon which the Offeror agreed to make the Offer and Dealnet agreed to support and recommend that Shareholders accept the Offer. The following is a summary of certain provisions of the Support Agreement. It does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Support Agreement. Therefore, Shareholders should read the Support Agreement carefully and in its entirety, as the rights and obligations of the Parties are governed by the express terms of the Support Agreement and not by this summary or any other information contained in this Directors' Circular. The Support Agreement has been filed by Dealnet with the Securities Authorities and is available on SEDAR at www.sedar.com. Capitalized terms used in this Section that are not defined in the Glossary of Terms in Appendix "A" have the meanings given to such terms in the Support Agreement.

The Offer

The Offeror agreed to make the Offer on the terms and conditions set forth in the Support Agreement.

Conditions to the Offer

Subject to the provisions of the Support Agreement, the Offeror will have the right to withdraw or terminate the Offer, and will not be required to accept payment, take up, purchase or pay for and/or may extend the period of time during which the Offer is open and/or may postpone taking up and paying for any Common Shares deposited under the Offer unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

- (a) there shall have been properly and validly deposited and not properly and validly withdrawn under the Offer immediately prior to the Expiry Time that number of Common Shares which,

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when combined with the number of Common Shares then, directly or indirectly, owned by the Offeror and its affiliates, if any, represents not less than 66^{2/3}% of the then issued and outstanding Common Shares (calculated on a fully-diluted basis) without regard to Common Shares deposited pursuant to guaranteed delivery procedures that have not yet been delivered in satisfaction of such guarantee (the “**Minimum Tender Condition**”);

- (b) neither the Support Agreement nor any of the Lock-Up Agreements shall have been terminated in accordance with its terms;
- (c) the Company shall have complied in all material respects with its covenants and obligations under the Agreement to be complied with at or prior to the Expiry Time, and the Offeror shall have received a certificate of the Chief Executive Officer and the Chief Financial Officer of the Company (in each case without personal liability) addressed to the Offeror and dated as of the date of the expiry of the Offer confirming the same, such certificate to be in form and substance satisfactory to the Offeror, acting reasonably;
- (d) at the Expiry Time:
 - (i) all representations and warranties of the Company in Section **Error! Reference source not found.** through to and including Section **Error! Reference source not found.** of the Support Agreement, and any representations and warranties qualified by references to Material Adverse Effect shall be true and correct in all respects, and
 - (ii) excluding the representations and warranties of the Company in Section **Error! Reference source not found.** through to and including Section **Error! Reference source not found.** of the Support Agreement, all representations and warranties not qualified by Material Adverse Effect shall be true and correct in all respects,

except, in either case, where such inaccuracies would not reasonably be expected to have a Material Adverse Effect or materially and adversely affect the ability of the Offeror to proceed with the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction or, if the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction were consummated, would not reasonably be expected to have a Material Adverse Effect in respect of the Company, in either case, as if made on and as of the Expiry Time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and the Offeror shall have received a certificate of the Chief Executive Officer and the Chief Financial Officer of the Company (in each case without personal liability) addressed to the Offeror and dated as of the date of the expiry of the Offer confirming the same, such certificate to be in form and substance satisfactory to the Offeror, acting reasonably;

- (e) the Shareholder Rights Plan shall have been waived, invalidated or cease-traded so as to have no effect in respect of, and so that it does not and will not reasonably be expected to adversely affect, the Offer or the Offeror or its affiliates (as applicable) either before, on or after consummation of the Offer or the purchase of the Common Shares under the Offer, any Compulsory Acquisition or any Subsequent Acquisition Transaction;
- (f) the Competition Act Clearance and all regulatory approvals and all other government or regulatory filings, consents, clearances, approvals, waivers, permits, orders, rulings, decisions and exemptions (including in Canada, the United States or elsewhere) which are required by applicable Law in connection with the Offer and the acquisition of Common Shares pursuant to the Offer or a Compulsory Acquisition or Subsequent Acquisition

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Transaction, including consents, clearances or approvals of any stock exchanges or other regulatory authorities, shall have been made or obtained or, in the case of waiting or suspensory periods, expired or been terminated, each on terms and conditions satisfactory to the Offeror;

- (g) (i) no act, action, suit, proceeding or litigation shall have been taken before (other than in connection with Capital Partners Corporation's ongoing proxy contest in respect of the Board and certain ongoing litigation between Dealnet and the former Executive Chairman thereof) or taken or threatened by, any Governmental Entity, whether or not having the force of Law, and (ii) no prohibition at Law or Law shall have been proposed, amended, enacted, promulgated or applied, in either case:
- (i) to cease trade, enjoin, prohibit or impose any material limitations, damages or conditions on, or to materially increase the cost of, the purchase by the Offeror of the Common Shares or impose conditions on the Offer, not currently contained in the Offer;
 - (ii) prohibiting or restricting (I) the acquisition of Common Shares under the Offer, any Compulsory Acquisition or Subsequent Acquisition Transaction, (II) the take-up or payment of Common Shares by the Offeror, or (III) the ability of the Offeror to acquire or hold, or exercise full rights of ownership of, any Common Shares;
 - (iii) prohibiting or limiting the ownership or operation by the Offeror of any material portion of the business or assets of the Company or its Subsidiaries or compelling the Offeror or its Subsidiaries or affiliates to dispose of or hold separate any material portion of the business or assets of the Company or any of its Subsidiaries;
 - (iv) which, if the Offer were consummated, would reasonably be expected, to have a Material Adverse Effect; or
 - (v) otherwise challenging, preventing, enjoining, frustrating, prohibiting, materially limiting, conditioning or restricting the transactions contemplated by this Agreement;
- (h) there shall not exist or have occurred (or, if there does exist or shall have occurred prior to the date of the Agreement, there shall not have been disclosed, generally or to the Offeror in writing on or before the execution and delivery of the Agreement) any Material Adverse Effect, and the Offeror shall have received a certificate of the Chief Executive Officer and the Chief Financial Officer of the Company (in each case without personal liability) addressed to the Offeror and dated as of the date of the expiry of the Offer confirming the same, such certificate to be in form and substance satisfactory to the Offeror, acting reasonably;
- (i) the Offeror shall not have become aware of any untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made and at the date it was made (after giving effect to all subsequent filings in relation to all matters covered in earlier filings), in any document filed by or on behalf of the Company with any Securities Authority in Canada or elsewhere which constitutes a Material Adverse Effect;
- (j) all outstanding Options and DSUs shall have been exercised, converted, cancelled or otherwise dealt with in accordance with Section 2.5 of the Support Agreement;

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- (k) the Board shall not have authorized the issuance of any securities or the grant of further Options, DSUs or other equity incentive awards under the Plan and no dividends or distributions of any kind shall have been declared or paid to Shareholders.

The foregoing conditions are for the sole and exclusive benefit of the Offeror and may be asserted by the Offeror regardless of the circumstances giving rise to any such assertion. Subject to the terms of the Support Agreement, the Offeror in its sole and absolute discretion may waive any of the foregoing conditions (where such conditions are capable of waiver), in whole or in part at any time and from time to time without prejudice to any other rights which the Offeror may have, provided that Offeror will not, without the prior written consent of the Company:

- (a) modify or waive the Minimum Tender Condition to permit it to acquire less than 66^{2/3}% of the Common Shares outstanding (calculated on a fully-diluted basis);
- (b) decrease the Offer Price;
- (c) decrease the number of Common Shares in respect of which the Offer is made;
- (d) change the form of the Offer Price (other than to increase the total consideration per Common Share and/or add additional consideration or consideration alternatives, in each case without reducing the cash amount payable per Common Share);
- (e) impose additional conditions to the Offer; or
- (f) otherwise modify the Offer (or any terms or conditions thereof) in a manner that is adverse to the Shareholders.

Representations and Warranties of Dealnet

Dealnet made certain representations and warranties in favour of the Offeror which are customary for transactions of this type, including as to (i) board approval, (ii) organization and qualification, (iii) authority relative to the Support Agreement, (iv) execution and binding obligation, (v) no violation, (vi) capitalization, (vii) public filings, (viii) governmental authorization, (ix) financial statements and financial information, (x) securities laws matters, (xi) books and records, (xii) authorizations and licenses (xiii) no undisclosed liabilities, (xiv) absence of certain changes or events, (xv) non-arm's length transactions, (xvi) litigation, (xvii) subsidiaries, (xviii) taxes, (xix) title to assets, (xx) material contracts, (xxi) restrictions on business activities, (xxii) compliance with laws, (xxiii) shareholders' and similar agreements, (xxiv) intellectual property, (xxv) environmental, (xxvi) real property, (xxvii) personal property, (xxviii) employee plans, (xxix) employees, (xxx) related party transactions, (xxxi) insurance, (xxxii) privacy and (xxxiii) opinion of financial advisors.

Representations and Warranties of the Offeror

The Offeror made certain representations and warranties to Dealnet with respect to, among other matters: (i) organization and qualification, (ii) authority, (iii) execution and binding obligation, (iv) no violations, (v) compliance with laws, (vi) regulatory approvals, (vii) legal actions, (viii) sufficient funds available and (ix) Investment Canada Act.

Conduct of Business of the Company

During the Interim Period, except (i) with the prior written consent of the Offeror (such prior written consent not to be unreasonably withheld or delayed), (ii) as required to comply with any quarantine, "stay at home", social distancing, travel restrictions or any other similar directives issued by a Governmental Entity or any Law in response to the COVID-19 pandemic ("**COVID-19 Measures**"); provided, that the Company shall

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use its commercially reasonable efforts to consult with the Offeror in good faith before taking any such COVID-19 Measures (and the Company shall provide Offeror prompt written notice following the taking of any COVID-19 Measures), or (iii) as is otherwise expressly permitted or specifically contemplated by the Support Agreement, the Company shall, and shall cause its Subsidiaries to, carry on its businesses in the ordinary course and in compliance with all applicable Laws and the Company shall use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees, goodwill and advantageous business relationships.

Non-Solicitation

Except as provided in the Support Agreement, Dealnet has agreed not to, and shall cause each of its Representatives not to, directly or indirectly:

- (a) make, solicit, initiate, encourage or facilitate, including by way of furnishing or providing copies of, access to, or disclosure of, any information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding, any inquiries, proposals, offers or expression of interest or announcement thereof regarding, constituting or that would reasonably be expected to lead to, an Acquisition Proposal;
- (b) enter into, continue or otherwise engage or participate in any negotiations or discussions with, or furnish or provide copies of, access to, or disclosure of, any information, properties, facilities, books or records of the Company or any Subsidiary to, any Person (other than the Offeror and its affiliates and Representatives) in respect of any inquiry, proposal, offer or expression of interest that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal; provided that the Company may (i) communicate with any Person for the purposes of clarifying the terms of any inquiry, proposal, offer or expression of interest made by such Person that constitutes or could reasonably be expected to constitute or lead to, an Acquisition Proposal, (ii) advise any Person of the restrictions of the Support Agreement, and (iii) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute a Superior Proposal;
- (c) otherwise cooperate with or assist or participate in, or take any action that could reasonably be expected to lead to any such inquiries, proposals, offers or expressions of interest, or announcements thereof, discussions or negotiations referred to in clauses (i) and (ii) above;
- (d) withdraw, qualify, amend, modify or change, or publicly propose or state an intention to withdraw, qualify, amend, modify or change (or resolve to do so) the approval or recommendation of the Board (or any committee thereof) of the Offer or the Support Agreement in a manner adverse to Offeror, or take any action or make any statement in connection with the transactions contemplated by the Support Agreement that is inconsistent with such approval or recommendation;
- (e) accept, approve, endorse, recommend or remain neutral with respect to, or publicly propose to accept, approve, endorse, recommend or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than three Business Days following the public announcement of such Acquisition Proposal shall not be considered to be in violation of Section **Error! Reference source not found.** of the Support Agreement, provided the Board has rejected such Acquisition Proposal and affirmed its recommendation in favour of the Offer before the end of such three Business Day period); or

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- (f) accept, approve, endorse or recommend or enter into, or publicly propose to accept, approve, endorse or recommend or enter into, any agreement, understanding or arrangement constituting or in respect of, or which is intended to or could reasonably be expected to lead to, an Acquisition Proposal or requiring, or reasonably expected to cause, the Company to abandon, terminate, delay or fail to consummate, or that would otherwise impede, interfere or be inconsistent with, the Offer, a Subsequent Acquisition Transaction, a Compulsory Acquisition or any of the other transactions contemplated by the Support Agreement or requiring, or reasonably expected to cause, the Company to fail to comply with the Support Agreement.

Dealnet has agreed to and shall cause its Subsidiaries and Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations or activities with any Person (other than with Offeror and its Representatives) with respect to any inquiry, proposal or offer that would reasonably be expected to constitute an Acquisition Proposal, and in connection therewith, the Company will:

- (a) discontinue access to and disclosure of all information, including any data room and any confidential information, properties, facilities, books and records of the Company or of any of its Subsidiaries; and
- (b) within three Business Days, request, and exercise all rights it has to require the return or destruction of all copies of any confidential information regarding the Company or any Subsidiary provided to any Person other than the Offeror, its Representatives or its affiliates in connection with any potential Acquisition Proposal, including using its commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

Dealnet has provided a representation and warranty that (i) Dealnet has not waived any confidentiality, standstill or similar agreement or restriction to which it or any Subsidiary is a party, and (ii) neither Dealnet, nor any Subsidiary nor any of their respective Representatives have waived or released any Person from such Person's obligations respecting Dealnet, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which Dealnet or any Subsidiary is a party, and Dealnet has further covenanted and agreed that (iii) it shall, and shall cause its Subsidiaries to, take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which Dealnet or any Subsidiary is a party (including obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof), and (iv) neither Dealnet, nor any Subsidiary nor any of their respective Representatives will, without the prior written consent of Offeror (which may be withheld or delayed in Offeror's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify or forbear the enforcement of such Person's obligations respecting the Company, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which Dealnet or any Subsidiary is a party.

Dealnet has agreed to ensure that its Representatives in connection with the Offer are aware of this provision of the Support Agreement, and Dealnet shall be responsible for any breach of such provision of the Support Agreement by its Representatives, any of which breach shall be deemed a breach of such provision of the Support Agreement by Dealnet.

Superior Proposals and Right to Match

If Dealnet or any of its Representatives receives an Acquisition Proposal from a Person and the Company has not breached and is in compliance with its obligations in Section 6.1 and Section 6.3 of the Support Agreement and such Person has not breached any standstill or similar agreement or restriction to which such Person is a party, the Company and its Representatives may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and, subject to the Company (i) entering into a confidentiality and standstill agreement with such Person (if one has not already been

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entered into) containing terms that are no less favourable to the Company in the aggregate than those contained in the Confidentiality Agreement and may not restrict the Company from complying with Section 6.3 of the Support Agreement, (ii) concurrently providing the Offeror with access to any information that was provided to such Person and not previously provided to the Offeror and (iii) promptly (and in any event within 24 hours) providing the Offeror with a true, complete and final executed copy of such confidentiality and standstill agreement, may provide copies of, access to or disclosure of information, properties, facilities, books or records of the Company or its Subsidiaries, if:

- (a) the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes a Superior Proposal; and
- (b) the Company has been, and continues to be, in compliance with its obligations under Section 6.1 of the Support Agreement in all material respects.

If the Company receives an Acquisition Proposal that the Board determines in good faith, after consultation with its financial advisors and its outside legal counsel, constitutes a Superior Proposal, the Board may terminate the Support Agreement and accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal prior to completion of the Offer and recommend or approve an Acquisition Proposal, including in each case, for greater certainty, an amendment, change or modification to an Acquisition Proposal made prior to the date hereof, if and only if:

- (a) the Company has been, and continues to be, in compliance with its obligations under Section 6.1 of the Support Agreement in all material respects;
- (b) the Company or its Representatives have delivered to the Offeror a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal;
- (c) the Company or its Representatives have provided to the Offeror a copy of any proposed definitive agreement for the Superior Proposal;
- (d) at least five Business Days have elapsed from the date that is the later of the date on which the Offeror received the Superior Proposal Notice and the date on which the Offeror received a copy of the definitive agreement for the Superior Proposal;
- (e) after the Matching Period, the Board has determined in good faith, after consultation with its legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (and, if applicable, compared to the terms of the Offer as proposed to be amended by the Offeror under Section 6.4(b) of the Support Agreement); and
- (f) the Company terminates the Support Agreement and pays the Company Termination Amount in accordance with the Support Agreement. See "Termination Amount".

Termination of the Support Agreement

The Support Agreement may be terminated by notice in writing from the Party terminating the Support Agreement to the other Party at any time prior to the Effective Time (unless otherwise stated):

- (a) by mutual written consent of Company and the Offeror;
- (b) by the Company:

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- (i) if the Offeror shall not have performed its obligations or covenants in all material respects when required to be performed by it under the Support Agreement; except such right of termination shall not be available for breaches that do not prevent, restrict or materially delay the consummation of the Offer;
 - (ii) if any representation or warranty of the Offeror provided herein shall be untrue or incorrect in any material respect at any time prior to the Expiry Time and such inaccuracies in the representations and warranties, individually or in the aggregate, would reasonably be expected to prevent, restrict or materially delay the consummation of the Offer; provided that written notice shall be provided by the Company to the Offeror to such effect and such right of termination shall not be available with respect to any breach or failure that is capable of being cured and such breach or failure has been cured by the earlier of the date that is 10 Business Days from the date of written notice of such breach or failure and the Business Day prior to the Outside Date;
 - (iii) if (A) the Offer has not been made by the Latest Mailing Time, subject to any extension under Sections 2.1(b) or 2.1(c) of the Support Agreement, except where such failure is attributable to a default by the Company; or (B) the Offer (or any amendment thereto other than as permitted hereunder or any amendment thereof that has been mutually agreed to by the Parties) does not conform in all material respects with the Support Agreement, and such non-conformity is not cured within 10 Business Days from the date of written notice to that effect from the Company; or
 - (iv) in order to simultaneously enter into a binding written agreement with respect to a Superior Proposal in compliance with the provisions of Section 6.4 of the Support Agreement, provided that the Company has not breached any of its obligations under the Support Agreement; and further provided that the Company has previously or contemporaneously paid to the Offeror the Company Termination Amount. See "Termination Amount".
- (c) By the Offeror:
- (i) prior to the mailing of the Offer Circular, if any condition contained in Section 2.1(i) of the Support Agreement is not satisfied or waived by the Offeror except where failure to satisfy such condition is solely as a result of a default by the Offeror of its obligations pursuant to the Support Agreement;
 - (ii) if the Company breaches any material covenant or obligation in Section 6.1 of the Support Agreement;
 - (iii) if the Company shall not have performed its obligations or covenants in all material respects when required to be performed by it under the Support Agreement; provided that written notice shall be provided by the Offeror to the Company to such effect and such right of termination shall not be available with respect to any breach or failure that is capable of being cured and such breach or failure has been cured by the earlier of the date that is 10 Business Days from the date of written notice of such breach or failure and the Business Day prior to the Outside Date;
 - (iv) if any representation or warranty of the Company provided in the Support Agreement: (A) that is qualified by reference to a Material Adverse Effect or materiality shall be untrue or incorrect in any respect; or (B) that is not qualified by reference to a Material Adverse Effect or materiality shall be untrue or incorrect in

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any material respect; where, in either case, such inaccuracies in the representations and warranties, individually or in the aggregate, would reasonably be expected to cause or result in a Material Adverse Effect or would reasonably be expected to prevent, restrict or materially delay the consummation of the Offer; provided that written notice shall be provided by the Offeror to the Company to such effect and such right of termination shall not be available with respect to any breach or failure that is capable of being cured and such breach or failure has been cured by the earlier of the date that is 10 Business Days from the date of written notice of such breach or failure and the Business Day prior to the Outside Date;

(v) If the Board or any committee of the Board:

(A) withdraws, qualifies, amends, modifies, changes or publicly proposes or states an intention to withdraw, qualify, amend, modify or change (or resolves to do so) its approval or recommendation of the Offer or the Support Agreement in a manner adverse to the Offeror, or takes any action or makes any statement in connection with the transactions contemplated by the Support Agreement that is inconsistent with such approval or recommendation;

(B) fails to publicly recommend or reaffirm its approval or recommendation of the Offer in a press release within three Business Days of the public announcement of any Acquisition Proposal that the Board has determined is not a Superior Proposal or of the written request by the Offeror that the Board make such a recommendation or reaffirmation (or, in the event that the Offer shall be scheduled to expire within such three Business Day period, prior to the scheduled expiry of the Offer);

(C) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend, an Acquisition Proposal or enters into a binding written agreement in respect of an Acquisition Proposal;

(D) fails to permit the Offeror from including its approval and recommendation in the Directors' Circular in the Offer Documents; or

(E) fails to take any action required hereunder with respect to the Shareholder Rights Plan to defer the separation time of the Rights to allow the timely completion of the Offer in accordance with the Support Agreement;

(d) by either party:

(i) if any court of competent jurisdiction or other Governmental Entity of competent jurisdiction shall have issued an order or taken any other action permanently enjoining or otherwise prohibiting the making or completion of the Offer and such order or other action shall have become final and non-appealable; or

(ii) if the Offer terminates, expires or is withdrawn at the Expiry Time without the Offeror taking up and paying for any of the Common Shares as a result of the failure of any condition to the Offer to be satisfied or waived by the Offeror (where such conditions are capable of waiver), unless the failure of such condition shall be due to the failure of the Party seeking to terminate the Support Agreement, to perform the obligations required to be performed by it under the Support Agreement.

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Company Termination Amount

Dealnet is obligated to pay the Offeror a termination amount of \$2,250,000 if:

- (a) the Support Agreement is terminated by the Offeror pursuant to paragraphs (c)(ii) or (c)(v) set out above under “Termination of the Support Agreement”;
- (b) the Support Agreement is terminated by the Company pursuant to paragraph (b)(iv) set out above under “Termination of the Support Agreement”; or
- (c) if on or after the date hereof and prior to the Expiry Time, (A) an Acquisition Proposal has been made, proposed, communicated or disclosed or a Person has indicated an intention (whether or not conditional) to make, propose, communicate or disclose an Acquisition Proposal, and such Acquisition Proposal has not expired, been withdrawn or been publicly abandoned, (B) the Offer is not completed as a result of the Minimum Tender Condition not having been met, and (C) the Support Agreement is terminated and an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is completed within twelve months of such termination, then the Company Termination Amount shall be paid to the Offeror on the earlier of the date that such Acquisition Proposal is entered into or agreed to or concurrently with the consummation of such Acquisition Proposal.

Options

The Offer is being made only for Common Shares and is not made for any Options or DSUs. However, all persons holding Options will be entitled to exercise such Options, to the extent exercisable, in accordance with their terms and deposit all Common Shares issued in connection therewith under the Offer, as described herein.

The Offeror and Dealnet agreed in the Support Agreement that, between the date of the Support Agreement and the Take-Up Date, subject to the terms of the Offer and the receipt of any necessary approvals, Dealnet shall take such actions as may be necessary or desirable to provide that all (i) Options vest no later than immediately prior to the Take-Up Date and that each holder of vested Options shall be entitled to, either (A) exercise such Options, in accordance with their terms, and thereby acquire Common Shares or (B) in lieu of exercising Options, surrender or cancel such Options to the Company in exchange for a cash payment by the Company equal to the amount (if any) by which the aggregate Offer Price for the Common Shares which could be acquired pursuant to the exercise of such Options exceeds the aggregate exercise price in respect of such Options and (ii) DSUs vest no later than immediately prior to the Take-Up Date and that each holder of vested DSUs shall be entitled to a payout in respect of such DSUs based on the Offer Price, in accordance with their terms.

Financing Assistance

The Company has agreed to use commercially reasonable efforts to cause its Representatives to provide, all reasonable and timely cooperation in connection with the arrangement of the Offeror’s debt financing as may be reasonably requested by the Offeror or its affiliates, provided that such request is made on reasonable notice, such co-operation does not unreasonably interfere with the ongoing operations of the Company or unreasonably interfere with or hinder or delay the performance by the Company of its obligations or impose any liability upon the Company.

Subsequent Acquisition Transaction

If the Offer has been accepted by holders of not less than 90% of the outstanding Common Shares (on a fully-diluted basis), other than Common Shares held at the date of the Offer by or on behalf of the Offeror

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or an affiliate or associate of the Offeror, the Offeror shall, to the extent possible, acquire the remainder of the Common Shares from those Shareholders who have not accepted the Offer pursuant to a Compulsory Acquisition. If such statutory right of acquisition is not available, the Offeror shall pursue other lawful means of acquiring the remaining Common Shares not tendered to the Offer, provided that the Offeror shall make commercially reasonable efforts to structure such a transaction in a manner so as to result in capital gains treatment to such Shareholders for Canadian tax purposes. If the Offeror takes up and pays for Common Shares under the Offer, at the Offeror's request, the Company will assist the Offeror in completing a Compulsory Acquisition or a Subsequent Acquisition Transaction to acquire the remaining Common Shares, provided that the consideration per Common Share offered in connection with the Compulsory Acquisition or Subsequent Acquisition Transaction shall not be less than the Offer Price and shall be in the same form as under the Offer. The Parties hereto shall take all actions reasonably necessary so that, promptly following the effective time of a Compulsory Acquisition or a Subsequent Acquisition Transaction, the Company shall cause the Common Shares to be delisted from the Exchange.

Lock-Up Agreements

On August 22, 2020, Simply Green and the Locked-Up Shareholders entered into the Lock-Up Agreements. The Locked-Up Shareholders own, and as a result of entering into the Lock-Up Agreements have agreed to validly tender in acceptance of the Offer, an aggregate of approximately 3% of the Common Shares.

Pursuant to the Lock-Up Agreements, each of the Locked-Up Shareholders has agreed, among other things, to (i) deposit or cause to be deposited irrevocably under the Offer all Common Shares currently beneficially owned by such Locked-Up Shareholder, or over which the Locked-Up Shareholder exercises control or direction, and all Common Shares subsequently beneficially acquired by the Locked-Up Shareholder or over which he or she will have control or direction, including Common Shares acquired upon exercise of Options, (ii) in lieu of exercising Options, surrender or cancel such Options to the Company in exchange for a cash payment as contemplated by the Support Agreement and (iii) not to withdraw, or take any action in connection with a withdrawal of, such Common Shares deposited under the Offer except as provided under the applicable Lock-Up Agreement.

In addition, the Locked-Up Shareholders have agreed that they will not directly or indirectly solicit proposals that would reasonably be expected to lead to an Acquisition Proposal provided that the foregoing shall not prevent any such Locked-Up Shareholder from discharging his or her fiduciary obligations in his or her capacity as a director or officer of Dealnet, as may be applicable. Further, the Locked-Up Shareholders may withdraw their support for the Offer if there is a Superior Proposal.

Each Lock-Up Agreement will be terminated and be of no further force or effect upon the earlier of (i) the termination of the Support Agreement and (ii) the Expiry Time. In addition, the Offeror has the right to terminate an applicable Lock-Up Agreement if the Locked-Up Shareholder is in material breach of any representation, warranty or covenant made by it under the applicable Lock-Up Agreement. Each Lock-Up Agreement may also be terminated by the mutual agreement of the Offeror and the Locked-Up Shareholder.

OWNERSHIP OF SECURITIES OF DEALNET

The authorized capital of Dealnet consists of an unlimited number of Common Shares and an unlimited number of Preferred Shares issuable in a series. Each Common Share entitles the holder thereof to one vote at all meetings of Shareholders (except meetings at which only holders of a specified class of shares are entitled to vote) and to receive, subject to the holders of another class of shares, any dividends declared by Dealnet and the remaining property of Dealnet upon the liquidation, dissolution or winding up of Dealnet. As of the close of business on August 21, 2020, there were (i) 282,878,055 Common Shares issued and outstanding, (ii) no Preferred Shares issued and outstanding and (iii) an aggregate of up to 19,104,471 Common Shares issuable upon the exercise of outstanding Options.

THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND DEPOSIT THEIR SHARES UNDER THE OFFER

As of the date of this Directors' Circular, to the knowledge of the directors and officers of Dealnet, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the Common Shares.

The following table sets out the names and positions with Dealnet of each of its directors and officers and the number, designation and percentage of outstanding Common Shares and Options beneficially owned as of the close of business on August 21, 2020 or over which control or direction is exercised by each such person, and, where known after reasonable enquiry, by each associate or affiliate of an insider of Dealnet, each associate or affiliate of Dealnet, any insider of Dealnet, other than a director or officer, and each person acting jointly or in concert with Dealnet:

Name	Position	Common Shares		Dealnet Options	
		Owned or Controlled	% of Total	Owned	% of Total
Harold Bridge	Chairman	3,122,280	1.1%	2,750,000	14.39%
Brent Houlden	Director and CEO	1,967,428	0.69%	4,375,000	22.90%
Joanne De Laurentiis	Director	1,400,400	0.49%	1,350,000	7.06%
Richard Carl	Director	1,346,080	0.47%	1,350,000	7.06%
Michael Koshan	Chief Financial Officer & Treasurer	837,000	0.29%	2,300,000	12.03%
Kathryn Houlden	Senior Vice President, General Counsel	852,079	0.30%	1,000,000	5.23%
Jason Reid	President, One Contact	99,500	0.04%	0	0%

In total, the directors and officers of Dealnet as a group, beneficially own, directly or indirectly, or exercise control or direction over 9,624,767 Common Shares, representing approximately 3.4% of the issued and outstanding Common Shares, and (b) hold Options to purchase up to 13,125,000 Common Shares. The fully-diluted holdings of these parties represents 22,749,767 Common Shares, or approximately 7% of the aggregate of the issued and outstanding Common Shares and Options.

To the knowledge of the directors and officers of Dealnet after reasonable enquiry, no associate or affiliate of Dealnet, no insider of Dealnet, nor any of such insider's associates or affiliates or any person or company acting jointly or in concert with Dealnet, beneficially owns or exercises control or direction over, directly or indirectly, any Common Shares of Dealnet except as otherwise disclosed in this Directors' Circular.

INTENTION OF DIRECTORS, OFFICERS AND INSIDERS OF DEALNET WITH RESPECT TO THE OFFER

Pursuant to the Lock-Up Agreements, each of the Locked-Up Shareholders, holding, in the aggregate, approximately 3% of the issued and outstanding Shares have agreed to accept the Offer and deposit their respective Common Shares under the Offer as described under the heading "Arrangements or Agreements with the Offeror – Lock-Up Agreements". The Lock-Up Agreements may only be terminated in limited circumstances as described under the heading "Arrangements or Agreements with the Offeror – Lock-Up Agreements".

THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND DEPOSIT THEIR SHARES UNDER THE OFFER

TRADING IN SECURITIES OF DEALNET

During the six month period preceding the date of this Directors' Circular, none of the Company, the directors and officers of the Company, any other insider of the Company nor, to the knowledge of the directors and officers of the Company after reasonable enquiry, any of their respective associates or affiliates, or any person acting jointly or in concert with the Company, has traded any securities or rights to acquire securities of the Company.

See "Issuances of Securities by Dealnet" below for additional trading activity involving directors and officers of Dealnet which is not included in this Section.

ISSUANCES OF SECURITIES BY DEALNET

During the two years preceding the date of this Directors' Circular, no Common Shares or securities convertible into Common Shares have been issued to the directors, officers or other insiders of Dealnet except as set out below:

Name	Position	Nature of Issue	Date of Issue	Number of Securities	Issue / Exercise Price per Share
Harold Bridge	Chairman	Option Grant	March 27, 2019	1,000,000 Options	\$0.06
Brent Houlden	Director and CEO	Option Grant	March 27, 2019	1,100,000	\$0.06
		Option Grant	December 6, 2019	1,500,000	\$0.07
Joanne De Laurentiis	Director	Option Grant	March 27, 2019	500,000	\$0.06
Richard Carl	Director	Option Grant	March 27, 2019	500,000	\$0.06
Kathryn Houlden	Senior Vice President, General Counsel	Option Grant	March 27, 2019	500,000	\$0.06
Michael Koshan	Chief Financial Officer & Treasurer	Option Grant	March 27, 2019	500,000	\$0.06
		Option Grant	December 6, 2019	350,000	\$0.07

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OWNERSHIP OF SECURITIES OF THE OFFEROR

None of Dealnet, the directors and officers of Dealnet nor, to the knowledge of the directors and officers of Dealnet after reasonable enquiry, any of the associates or affiliates of an insider of Dealnet, any associates or affiliates of Dealnet, any insiders of Dealnet, other than directors and officers of Dealnet or any person or company acting jointly or in concert with Dealnet, beneficially owns or exercises control or direction over any securities of the Offeror.

ARRANGEMENTS BETWEEN THE OFFEROR AND THE DIRECTORS AND OFFICERS OF DEALNET

To the knowledge of Dealnet, after reasonable enquiry, other than the Lock-Up Agreements described under "Agreements or Arrangements with the Offeror – Lock-Up Agreements", there are no additional agreements, commitments or understandings made or proposed to be made between the Offeror and any of Dealnet's directors or officers, including any payment or other benefit proposed to be made or given by way of compensation for loss of office or their remaining in or retiring from office if the Offer is successful. Additionally, no directors or officers of Dealnet are also directors or officers of the Offeror or any subsidiaries of the Offeror..

ARRANGEMENTS BETWEEN DEALNET AND ITS DIRECTORS AND OFFICERS

Except as disclosed in the preceding Section and as set forth below, no agreement, commitment or understanding has been made or is proposed to be made between Dealnet and any of its directors or officers in connection with the Offer, including pursuant to which a payment or other benefit is to be made or given by way of compensation for loss of office or as to their remaining in or retiring from office if the Offer is successful.

As of September 9, 2020, the directors and officers of the Company held, in the aggregate, 13,775,000 Options with exercise prices ranging from \$0.06 to \$0.60. In addition, as of September 9, 2020, senior employees of the Company who are not directors and officers held, in the aggregate, 3,300,000 Options with exercise prices ranging from \$0.06 to \$0.60. The treatment of Options is considered under the heading "Arrangements or Agreements with the Offeror – Options".

If the Offer is successful, and assuming full vesting and surrender and cancellation for cash of all Options or exchange of all Options for Common Shares which Common Shares are deposited under the Offer, the officers and directors would collectively be entitled to receive (taking into account the exercise price of the Options) net cash proceeds of approximately \$1,047,500 in respect of the 13,775,000 Options held by them as a group, none of which is attributable to Options that were not scheduled to vest prior to the expiry of the Offer. In addition, senior employees of the Company who are not directors or officers would collectively be entitled to receive (taking into account the exercise price of the Options) net cash proceeds of approximately \$336,000 in respect of the Options held by them as a group, none of which is attributable to Options that were not scheduled to vest prior to the expiry of the Offer. All outstanding Options shall be fully vested and each holder of vested Options shall be entitled to, in lieu of exercising Options, surrender such Options to the Company for cancellation in exchange for a cash payment by the Company equal to the amount (if any) by which the aggregate of the Offer Price for the Common Shares which could be acquired pursuant to the exercise of such Options exceeds the aggregate exercise price in respect of such Options.

A "collateral benefit", as defined under MI 61-101, includes any benefit that a "related party" of the Company (which includes the directors and senior officers of the Company) is entitled to receive as a consequence of the Offer, including a lump sum payment or an enhancement in benefits related to past or future services as an employee, director or consultant of the Company; however, such a benefit will not constitute a "collateral benefit" if at the time the Support Agreement was entered into the related party and its associated entities beneficially own or exercise control or direction over less than 1% of the outstanding Common Shares. Following disclosure by each of the directors and officers of Dealnet of the number of Common Shares held by them and the total consideration that they expect to receive pursuant to the Offer, the only

**THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS
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director or senior officer or other related party of Dealnet who is receiving a benefit in connection with the Offer and beneficially owns or exercises control or direction over more than 1% of the Common Shares is Brent Houlden. As a result of the foregoing, the Common Shares owned, directly or indirectly, or over which such director or senior officer has control or direction, will be excluded for the purpose of determining if minority approval of any Subsequent Acquisition Transaction is obtained.

Change of Control and Other Payments

The employment agreement entered into between the Company and Brent Houlden on December 24, 2019 (the “**Employment Agreement**”) requires that certain payments be made to Mr. Houlden upon a change of control of the Company. In accordance with the terms of the Employment Agreement, if Mr. Houlden exercises his change of control option within six months following a change of control, he is entitled to receive (i) twelve months of total compensation, (ii) six months of base pay and (iii) a pro rata bonus. Assuming Mr. Houlden exercises his change of control option under the Employment Agreement on the expiry of the initial 35-day deposit period under the Offer, Mr. Houlden will be entitled to receive a payment equal to approximately \$1,294,857. In addition, under the Employment Agreement, Mr. Houlden is entitled to receive a grant of 1,000,000 options valued at \$50,000 (with a cashless exercise) and benefits continuation for 12 months.

ARRANGEMENTS BETWEEN THE OFFEROR AND SECURITY HOLDERS OF DEALNET

Other than the Lock-Up Agreements discussed under the heading “Arrangements of Agreements with the Offeror – Lock-Up Agreements”, there are no agreements, commitments, or understandings made or, to the knowledge of the directors and officers of the Company, proposed to be made between the Offeror and a security holder of the Company relating to the Offer.

INTERESTS OF DIRECTORS AND OFFICERS OF DEALNET IN MATERIAL TRANSACTIONS WITH THE OFFEROR

Except as otherwise disclosed in this Directors’ Circular, none of the directors and officers of Dealnet and their associates nor, to the knowledge of the directors and officers of Dealnet after reasonable enquiry, any person or company who owns more than 10% of any class of equity securities of Dealnet for the time being outstanding has any interest in any material transaction to which the Offeror is a party.

MATERIAL CHANGES AND OTHER INFORMATION CONCERNING THE COMPANY

Except as publicly disclosed or otherwise described in this Directors’ Circular, none of the directors or officers of the Company are aware of any information that indicates any material change in the affairs of the Company since the date of its last published financial statements, being its unaudited consolidated financial statements as at and for the period ended June 30, 2020 and management’s discussion and analysis relating thereto, each of which is available under the Company’s SEDAR profile at www.sedar.com.

OTHER MATERIAL INFORMATION

Except as disclosed in this Directors’ Circular, the directors or officers of Dealnet are not aware of any information that would reasonably be expected to affect the decision of Shareholders to accept or reject the Offer.

RESPONSE OF DEALNET

Other than as described or referred to in this Directors’ Circular, there is no transaction, directors’ resolution, agreement in principle or signed contract of Dealnet in response to the Offer or any negotiations underway in response to the Offer, which relate to or would result in (a) an extraordinary transaction such as a merger or reorganization involving Dealnet or its Subsidiaries, (b) the purchase, sale or transfer of a material

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amount of assets by Dealnet or its Subsidiaries, (c) a competing take-over bid, (d) a bid by Dealnet for its own securities or for those of another issuer, or (e) any material change in the present capitalization or dividend policy of Dealnet.

AVAILABILITY OF DISCLOSURE DOCUMENTS

The Company is a reporting issuer or the equivalent in British Columbia, Alberta and Ontario and files its continuous disclosure documents with the Securities Authorities in those provinces. Such documents are available under the Company's SEDAR profile at www.sedar.com.

STATUTORY RIGHTS

Securities legislation in the provinces and territories of Canada provides security holders of Dealnet with, in addition to any other rights that they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or a notice that is required to be delivered to those security holders. However, such rights must be exercised within prescribed time limits. Security holders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer.

APPROVAL OF DIRECTORS' CIRCULAR

The contents of this Directors' Circular have been approved and the delivery hereof has been authorized by the Board.

**THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS
ACCEPT THE OFFER AND DEPOSIT THEIR SHARES UNDER THE OFFER**

CONSENT OF ORIGIN MERCHANT PARTNERS

TO: The Board of Directors of Dealnet Capital Corp.

We refer to the offer of Simply Group Acquisition Corp. to purchase all of the issued and outstanding common shares of Dealnet Capital Corp. ("**Dealnet**") dated September 9, 2020 (the "**Offer**").

We hereby consent to the inclusion of our opinion letter dated August 21, 2020 in the Directors' Circular of Dealnet dated September 9, 2020, in response to the Offer and to the references to such opinion in such Directors' Circular. Our opinion was given as at August 21, 2020 and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Board of Directors of Dealnet shall be entitled to rely upon our opinion.

Yours very truly,

(Signed) "Origin Merchant Partners"

Origin Merchant Partners

Toronto, Ontario
September 9, 2020

CERTIFICATE OF THE COMPANY

DATED: September 9, 2020

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

On behalf of the Board of Directors

(Signed) "Harold Bridge"
Director

(Signed) "Richard Carl"
Director

APPENDIX "A" GLOSSARY OF TERMS

This Glossary of Terms forms a part of the Directors' Circular. In the Directors' Circular, unless otherwise specified or the subject matter or context is inconsistent therewith, the following terms shall have the meanings set out below, and grammatical variations thereof shall have the corresponding meanings:

"Acquisition Proposal" means, other than the transactions contemplated by the Support Agreement and other than any transaction involving only the Company and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry, whether written or oral, from any person or group of Persons other than the Offeror (or an affiliate of the Offeror or any Person acting jointly or in concert with the Offeror) after the date hereof relating to: (i) any sale or disposition (or any lease, license or other arrangement having the same economic effect as a sale or disposition), direct or indirect, through one or more related transactions of (A) assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated annual revenue of the Company and its Subsidiaries, or (B) 20% or more of the voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of the Company or any of its Subsidiaries whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the Company and its Subsidiaries; (ii) any take-over bid, tender offer, exchange offer or other similar transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of the Company or any of its Subsidiaries whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the Company and its Subsidiaries; or (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, or other similar transaction or series of related transactions involving the Company or any of its Subsidiaries whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the Company and its Subsidiaries.

"Action" means, with respect to any Person, any litigation, legal action, lawsuit, claim, audit or other proceeding (whether civil, administrative, quasi-criminal or criminal) before any Governmental Entity against or involving such Person or its business or affecting its assets.

"affiliate" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*.

"associate" has the meaning ascribed thereto in the Securities Act.

"Board" means the board of directors of Dealnet.

"Board Recommendation" means the unanimous determination that the consideration to be received under the Offer is fair, from a financial point of view, to the Shareholders and that it is in the best interests of the Company and the Shareholders to support and facilitate the Offer and the unanimous recommendation of the Board that the Shareholders deposit their Common Shares under the Offer.

"Business Day" means any day, other than a Saturday, a Sunday and a statutory holiday in Ontario, Canada.

"Common Shares" means the common shares in the capital of Dealnet.

"Company" means Dealnet Capital Corp.

"Company Filings" means all documents publicly filed by or on behalf of the Company on SEDAR since January 1, 2019, which are publicly available as of the date of the Support Agreement.

"Company Termination Amount" means \$2,250,000.

“Competition Act Clearance” means: (i) the issuance to the Offeror of an advance ruling certificate by the Commissioner of Competition under Subsection 102(1) of the *Competition Act* (Canada) to the effect that the Commissioner of Competition is satisfied that he would not have sufficient grounds upon which to apply to the Competition Tribunal for an order under Section 92 of the *Competition Act* (Canada) with respect to the transactions contemplated by the Support Agreement; or (ii) both of (A) the waiting period, including any extension thereof, under Section 123 of the *Competition Act* (Canada) shall have expired or been terminated or the obligation to provide a pre-merger notification in accordance with Part IX of the *Competition Act* (Canada) shall have been waived in accordance with paragraph 113(c) of the *Competition Act* (Canada), and (B) the Offeror shall have received a letter from the Commissioner of Competition indicating that he does not, as of the date of the letter, intend to make an application under Section 92 of the *Competition Act* (Canada) in respect of the transactions contemplated by the Support Agreement and such letter shall be on terms and conditions satisfactory to the Offeror.

“Compulsory Acquisition” means an acquisition by the Offeror of Common Shares not deposited to the Offer pursuant to Section 187 of the OBCA.

“Confidentiality Agreement” means the amended and restated mutual nondisclosure agreement dated August 19, 2020 between Simply Green and the Company.

“Contract” means any legally binding agreement, commitment, engagement, contract, licence, lease, obligation or undertaking (written or oral) to which Dealnet or any of its Subsidiaries is a party or by which Dealnet or any of its Subsidiaries is bound or to which any of their respective assets is subject.

“COVID-19” means the novel coronavirus disease (COVID-19) or any evolution thereof.

“Dealnet” means Dealnet Capital Corp.

“Directors’ Circular” means a circular prepared by the directors of Dealnet together with any other documents required by the applicable Securities Laws in connection with the Offer.

“Disclosure Letter” means the disclosure letter executed by Dealnet and delivered to the Offeror on the date of the Support Agreement in connection with the execution of the Support Agreement.

“DSUs” means deferred share units of the Company issued pursuant to the Plan from time to time.

“Effective Date” means the date on which the Offeror first takes up and pays for Common Shares deposited to the Offer.

“Effective Time” means 12:01 a.m. (Eastern Time) on the Effective Date.

“Expiry Date” means the 36th calendar day after the commencement of the Offer, subject to (i) right of the Offeror to extend from time-to-time the period during which Common Shares may be deposited under the Offer and (ii) any extension required by section 2.31.1 of NI 62-104.

“Expiry Time” means 5:00 p.m. (Toronto time) on the Expiry Date.

“Fairness Opinion” means the fairness opinion delivered by Origin.

“fully-diluted basis” means, with respect to the number of outstanding Common Shares at any time, the number of Common Shares that would be outstanding if all rights to acquire Common Shares were exercised, including all Common Shares issuable upon the exercise of Options, whether vested or unvested.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, minister, ministry, governor in council,

cabinet, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

“**IFRS**” means generally accepted accounting principles as set out in the *CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards*, at the relevant time.

“**including**” means including without limitation, and “**include**” and “**includes**” have a corresponding meaning.

“**Latest Mailing Time**” means not later than 11:59 p.m. (Toronto time) on September 9, 2020.

“**Law**” or “**Laws**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, award, Order, whether domestic or foreign, enacted, adopted, promulgated, rendered, issued, ordered or applied by a Governmental Entity that is binding upon or otherwise applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

“**Letter of Transmittal**” means the letter of transmittal in the form (printed on **YELLOW** paper) accompanying the Offer and Circular.

“**Lock-Up Agreements**” means those lock-up agreements dated the date of the Support Agreement between Simply Green and each director and executive officer of the Company who beneficially owns, controls or has direction over Common Shares or any securities convertible into or exercisable for Common Shares.

“**Locked-Up Shareholders**” means each of Harold Bridge, Brent Houlden, Joanne De Laurentiis, Kathryn Houlden, Richard Carl and Michael Koshan.

“**Matching Period**” means at least five Business Days from the date that is the later of the date on which the Offeror received the Superior Proposal Notice and the date on which the Offeror received a copy of the definitive agreement for the Superior Proposal.

“**Material Adverse Effect**” means any change, effect, event or occurrence that, individually or in the aggregate, with other such changes, effects, events or occurrences, is or would reasonably be expected to have a material and adverse effect on the business, affairs, operations, assets, liabilities, financial condition or results of operations of the Company and its Subsidiaries taken as a whole, except any such change, event, occurrence, effect or circumstance arising out of, relating to, resulting from or attributable to:

- (a) any change affecting one or more of the industries in which the Company and/or its Subsidiaries operate;
- (b) any change relating to global, national or regional political conditions (including strikes, lockouts, riots or facility takeover for emergency purposes) or in general economic, business, banking, regulatory, currency exchange, interest rate, rate of inflation or market conditions or in national or global financial or capital markets conditions;
- (c) any change resulting from any act of sabotage or terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of sabotage, terrorism, hostilities or war;
- (d) any change in IFRS;
- (e) any hurricanes, tornados, earthquakes, floods, or other natural or man-made disasters or acts of God or any epidemic, pandemic or outbreaks of illness (including COVID-19) or

other health crisis or public health event, or the material worsening of any of the foregoing or the implementation of any COVID-19 Measures;

- (f) any adoption, proposal, implementation or change in Law or any interpretation of any Laws by any Governmental Entity;
- (g) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to the Support Agreement or that is consented to by the Offeror in writing;
- (h) Capital Partners Corporation's ongoing proxy contest in respect of the Board and certain ongoing litigation between Dealnet and the former Executive Chairman thereof;
- (i) the announcement or performance of the Support Agreement;
- (j) any litigation or threatened litigation relating to the Support Agreement;
- (k) the failure of the Company to meet any internal, published or public projections, forecasts, guidance or estimates, including without limitation of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred, provided that such causes are not otherwise excluded from the definition of "Material Adverse Effect"); or
- (l) any change in the market price or trading volume of any securities of the Company (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred, provided that such causes are not otherwise excluded from the definition of "Material Adverse Effect"), or any suspension of trading in securities generally on any securities exchange on which any securities of the Company trade;

provided, however, (y) if an effect referred to in clauses **Error! Reference source not found.** through to and including **Error! Reference source not found.** above, (i) has a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company or any of its Subsidiaries operate, or (ii) materially impairs or delays, or could reasonably be expected to materially impair or delay, the performance by the Company of its obligations under the Support Agreement or impair or delay the Company's ability to consummate the transactions contemplated herein or any other transaction contemplated by the Support Agreement by the Outside Date, such effect may be taken into account in determining whether a Material Adverse Effect has occurred, and (z) references in certain Sections of the Support Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Material Adverse Effect" has occurred.

"MI 61-101" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"NI 62-104" means National Instrument 62-104 – *Take-Over Bids and Issuer Bids*.

"Notice of Guaranteed Delivery" means the accompanying notice of guaranteed delivery in the form (printed on **PINK** paper) accompanying the Offer and Circular.

"OBCA" means the *Business Corporations Act* (Ontario).

"Offer" means the offer to purchase all of the outstanding Common Shares made by the Offeror to Shareholders, the terms and conditions of which are set forth in the accompanying Offer Circular, Letter of Transmittal and Notice of Guaranteed Delivery.

“**Offer and Circular**” means the Offer and the Offer Circular.

“**Offer Documents**” means the Offer Circular and the related letter of acceptance and Letter of Transmittal and Notice of Guaranteed Delivery.

“**Offer Price**” means consideration of \$0.16 in cash per Common Share.

“**Offeror**” means Simply Group Acquisition Corp.

“**Offer Circular**” means the take-over bid and take-over bid circular of the Offeror provided to the holders of Common Shares in respect of the Offer, as may be amended, supplemented or modified from time to time.

“**Option**” means outstanding options of the Company to acquire Common Shares pursuant to the Plan.

“**ordinary course**” means, with respect to an action taken by the Company or its Subsidiaries, that such action is consistent with the past practice of the Company and its Subsidiaries (including with respect to frequency and quantity) and is taken in the ordinary course of the normal day-to-day operations of the business of the Company and its Subsidiaries, as the same may be varied, in good faith on a commercially reasonable basis after consultation with the Offeror solely to take into account any applicable COVID-19 Measures.

“**Origin**” means Origin Merchant Partners.

“**Outside Date**” means November 13, 2020 or such later date as may be agreed to in writing by the Parties, provided that if the closing of the transactions contemplated by the Support Agreement has not occurred by such date but all conditions of closing with the exception of the Competition Act Clearance have been satisfied, and it is reasonable to conclude that such pending approval will be obtained, any Party hereto who is not in default hereunder may extend the Outside Date (upon giving notice thereof to the other Party) to up to December 21, 2020.

“**Parties**” means the Offeror and Dealnet, and “**Party**” means any of them.

“**Person**” includes an individual, a corporation, a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative, a government (including any Governmental Entity) or any other entity, whether or not having legal status.

“**Plan**” means the amended and restated omnibus equity incentive plan as approved by Shareholders on May 22, 2019, as may be further amended, supplemented or modified from time to time.

“**Preferred Shares**” means the preferred shares in the share capital of Dealnet.

“**Representative**” means, in respect of a Person, its subsidiaries and each of its and their respective directors, officers, employees, agents and other representatives (including any financial, legal or other advisors).

“**Rights**” means the rights under the Shareholder Rights Plan.

“**Securities Act**” means the *Securities Act (Ontario)* and the rules and regulations made thereunder, and published policies in respect thereof, as now in effect and as they may be promulgated, published or amended from time to time.

“**Securities Authorities**” means the securities commissions and other securities regulatory authorities in Canada, including the TSX-V.

“**Securities Laws**” means the Securities Act and any other applicable Canadian provincial and territorial securities Laws, rules, regulations and published policies thereunder.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval.

“**Shareholder Rights Plan**” means the shareholder rights plan between the Company and Capital Transfer Agency Inc. dated as of May 14, 2018.

“**Shareholders**” means the registered holders of Common Shares.

“**Simply Green**” means Simply Green Home Services Inc., an affiliate of the Offeror.

“**Subsequent Acquisition Transaction**” means any proposed statutory arrangement, amalgamation, merger, reorganization, consolidation, recapitalization or other transaction involving the Company and/or its Subsidiaries and the Offeror or an affiliate of the Offeror that, if successfully completed, will result in the Offeror or an affiliate owning, directly or indirectly, all of the Common Shares.

“**Subsidiary**” has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus and Registration Exemptions*.

“**Superior Proposal**” means any unsolicited *bona fide* written Acquisition Proposal to (i) acquire, directly or indirectly, not less than all of the outstanding Common Shares or all or substantially all of the assets of Dealnet on a consolidated basis; (ii) that did not result from a breach of Section 6.1 of the Support Agreement; (iii) that the Board determines, in good faith, after receiving the advice of its outside legal counsel and its financial advisors, is reasonably capable of being completed, in accordance with its terms without undue delay, taking into account all financial, legal, regulatory and other aspects of such Acquisition Proposal; (iv) that is not subject to a financing condition; (v) in respect of which the Board determines in good faith, after receiving the advice of its outside legal counsel and its financial advisors, that adequate arrangements have been made in respect of any financing required to complete such Acquisition Proposal; (vi) that is not subject to a due diligence condition; and (vii) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its outside legal counsel and its financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal, that such Acquisition Proposal would, if consummated in accordance with its terms, result in a transaction which is more favourable, from a financial point of view, to Shareholders than the Offer (including any amendments to the terms and conditions of the Offer proposed by the Offeror pursuant to Section 6.4(a)(vi) of the Support Agreement).

“**Superior Proposal Notice**” means written notice delivered from Dealnet or its Representatives to the Offeror, of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal.

“**Support Agreement**” means the support agreement dated August 22, 2020 between Simply Green and Dealnet, as may be amended from time to time, as assigned by Simply Green to the Offeror.

“**take up**”, in reference to Common Shares, means to accept such Common Shares for payment by giving written notice of such acceptance to the Depository and Information Agent, and “**take up**”, “**taking up**” and “**taken up**” have corresponding meanings.

“**Take-Up Date**” means the date that the Offeror first takes up Common Shares pursuant to the Offer.

“**TSX-V**” means the TSX Venture Exchange.

APPENDIX "B"
FAIRNESS OPINION

August 21, 2020

The Board of Directors of Dealnet Capital Corp.
4 King St W Suite 1700,
Toronto, ON
M5H 1B6

To the Board of Directors:

Origin Merchant Partners (“**Origin Merchant**” or “**we**”) understands that Dealnet Capital Corp. (the “**Company**”) intends to enter into a definitive agreement (the “**Support Agreement**”) to be dated on or after the date hereof with Simply Green Home Services Inc. (“**Simply Green**” or the “**Offeror**”), providing among other things for a formal offer (the “**Offer**”) to be made by the Offeror under applicable securities laws for all of the issued and outstanding common shares in the capital of the Company (the “**Shares**”) at a price of \$0.16 per Share (the “**Proposed Transaction**”). The above description is summary in nature only. The specific terms and conditions of the Proposed Transaction are set out in the Support Agreement and are to be more fully described in the Offer to be sent to the holders of Shares in connection with the Proposed Transaction.

The Company has retained Origin Merchant to provide advice and assistance to the Company and its board of directors (the “**Board of Directors**”) in evaluating the Proposed Transaction, including the preparation and delivery to the Board of Directors of an opinion (the “**Opinion**”) as to the fairness, from a financial point of view, of the consideration payable under the Proposed Transaction to the holders of Shares (“**Shareholders**”).

Engagement

Origin Merchant was formally engaged by the Company pursuant to an agreement between the Company and Origin Merchant dated May 27, 2020 (the “**Engagement Agreement**”). The Engagement Agreement provides the terms upon which Origin Merchant has agreed to act as financial advisor to the Company in connection with reviewing and assessing various strategic alternatives that may be available to the Company, including any potential transaction involving the acquisition of control of the Company by a third party, and to perform such financial advisory services for the Company as are customary in transactions of this nature. Pursuant to the Engagement Agreement, the Company and the Board of Directors have requested that we prepare and deliver this Opinion.

The terms of the Engagement Agreement provide that Origin Merchant is to be paid certain fees for its services as financial advisor, including a fee if neither the Proposed Transaction nor any alternative transaction is completed, a fee upon delivery of this Opinion (no part of which is contingent upon this Opinion being favourable or upon success of the Proposed Transaction), and a fee payable upon completion of the Proposed

Transaction or any alternative transaction (which is, in part, dependent upon the value of any such transaction). In addition, the Company has agreed to reimburse Origin Merchant for its reasonable out-of-pocket expenses and to indemnify Origin Merchant in respect of certain liabilities that might arise in connection with its engagement.

Relationship with Interested Parties

Neither Origin Merchant nor any of its affiliates is an insider, associate, or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of the Company, the Offeror, or any of their respective associates, affiliates or subsidiaries (collectively, the “**Interested Parties**”) and is not an advisor to any person or company other than to the Company with respect to the Proposed Transaction. Origin Merchant and its affiliates have not been engaged to provide any financial advisory services nor have they participated in any financings involving the Interested Parties within the two years prior to Origin Merchant being first contacted with respect to the matters addressed in the Engagement Agreement, other than in 2018, having been formally engaged by the Company to act as financial advisor regarding the Company’s divestiture of its subsidiary Impact Mobile Inc. Other than pursuant to the Engagement Agreement, Origin Merchant has not entered into any other agreement, commitment or understanding with the Interested Parties with respect to any future dealings. In addition, Origin Merchant and its affiliates may, in the ordinary course of their business, provide investment banking and other financial services one or more of the Interested Parties from time to time.

Credentials of Origin Merchant Partners

Origin Merchant is an independent investment bank providing a full range of corporate finance, merger and acquisition, financial restructuring and merchant banking services. This Opinion represents the opinion of Origin Merchant and the form and content herein have been approved for release by a committee of its principals, each of whom is experienced in merger, acquisition, divestiture and fairness opinion matters.

Scope of Review

In arriving at its Opinion, Origin Merchant has reviewed, analysed, considered and relied upon (without attempting to independently verify the completeness or accuracy thereof) or carried out, among other things, the following:

1. The non-binding proposal letter from Simply Green to the Board of Directors dated June 30, 2020, along with other non-binding proposal letters received during the Company’s strategic review process;
2. The definitive proposal from Simply Green to the Board of Directors dated July 27, 2020;
3. Multiple drafts of the Support Agreement, with the latest version dated August 21, 2020;

4. Audited consolidated financial statements of the Company and related management's discussion and analysis for the fiscal years ended December 31, 2019, 2018 and 2017;
5. Unaudited consolidated financial statements of the Company and related management's discussion and analysis for the fiscal quarters ended June 30, 2020 and March 31, 2020;
6. Press releases and other public notices issued by the Company and the Offeror;
7. Financial and operating models and other supporting information and materials provided by management of the Company ("**Management**") via a confidential virtual dataroom maintained by the Company, as last accessed by us on August 21, 2020 (the "**Dataroom**");
8. Discussions with Management, including, among others, Brent Houlden, Kathryn Houlden, Michael Koshan and Harold Bridge, regarding the past and current business, operations, financial condition, financial performance and future prospects of the Company;
9. Internal Company presentations, sales materials and other documents as provided by Management in the Dataroom;
10. Public information relating to the business, operations, financial condition, financial performance and stock trading history of the Company and other selected public companies considered by Origin Merchant to be relevant;
11. Public information with respect to comparable transactions considered by Origin Merchant to be relevant;
12. Selected reports published by equity research analysts and industry sources considered by Origin Merchant to be relevant;
13. Representations and certifications contained in representation letters, addressed to Origin Merchant and dated the date hereof (the "**Representation Letters**"), from senior officers of the Company, in their capacities as officers of the Company, and on behalf of the Company, and not in their personal capacities, as to the completeness and accuracy of certain information upon which this Opinion is based and certain other matters; and
14. Such other corporate, industry and financial market information, investigations and analyses as considered necessary or appropriate by us in the circumstances.

Origin Merchant has not, to the best of its knowledge, been denied access by the Company to any information requested by Origin Merchant. Origin Merchant did not meet with the auditor of the Company and has assumed the completeness, accuracy and fair presentation of, and has relied upon, the audited consolidated financial statements of the Company and the reports of the auditor thereon.

Prior Valuations

Senior officers of the Company have represented to Origin Merchant in the Representation Letters that, to the best of their knowledge, information and belief after due inquiry, there are no independent appraisals or valuations or material non-independent appraisals or valuations relating to the Company or any of its subsidiaries or any of their material assets or liabilities or of its securities that have been prepared for the Company, or in the Company's possession, in the two years preceding the date hereof and which have not been provided to Origin Merchant in writing.

Assumptions and Limitations

This Opinion is subject to the assumptions, explanations and limitations set forth below.

Origin Merchant has not been asked to and has not prepared a formal valuation or appraisal of the Company or any of its securities or assets and this Opinion should not be construed as such. We have, however, conducted such analyses as we considered necessary in the circumstances. In addition, this Opinion is not, and should not be construed as, advice as to the price at which any securities of the Company may trade at any future date. This Opinion addresses only the fairness, from a financial point of view, of the consideration payable under the Proposed Transaction to the holders of Shares and does not address any other aspect or implication of the Proposed Transaction. We have assumed that all draft documents referred to under "Scope of Review" above are accurate reflections, in all material respects, of the final form of such documents, that all of the conditions required to implement the Proposed Transaction will be met, that the procedures being followed to implement the Proposed Transaction will be valid and effective, the Offer and a circular from the Board of Directors (the "**Directors' Circular**") will be distributed to Shareholders, the disclosure in the Offer and the Directors' Circular will be complete and accurate in all material respects and such distribution and disclosure will comply, in all material respects, with the requirements of all applicable laws and any relevant court orders. We have also assumed that in the course of obtaining any regulatory or third party consents, approvals or agreements in connection with the Proposed Transaction no delay, limitation, restriction or condition will be imposed that would have an adverse effect on the Company and that the Proposed Transaction will be consummated in accordance with the terms of the Support Agreement and related documents without waiver, modification or amendment of any material term, condition or agreement thereof. We are not legal, regulatory, tax or accounting experts, have not been engaged to review any legal, regulatory, tax or accounting aspects of the Proposed Transaction and express no opinion concerning any legal, regulatory, tax or accounting matters concerning the Proposed Transaction. Without limiting the generality of the foregoing, Origin Merchant has not reviewed and is not opining upon the tax treatment under the Proposed Transaction to the holders of Shares.

With the Board of Directors' approval and as provided for in the Engagement Agreement, Origin Merchant has relied upon the completeness, accuracy and fair presentation of all of the financial and other information, data, advice, opinions, representations and other material provided to Origin Merchant, orally by, or in the presence of, an officer or employee of the Company, or in writing or electronic form by the Company or any of its subsidiaries, or any of their respective agents or representatives in connection with Origin Merchant's engagement (collectively, the "**Information**"), and other information obtained by Origin Merchant from the Company's public disclosure documents that have been filed with the Canadian Securities Administrators since January 1, 2019 (collectively, the "**Filings**") and we have assumed that the Information and the Filings did not omit to state any material fact or any fact necessary to be stated to make such Information and Filings not misleading. This Opinion is conditional upon the completeness, accuracy and fair presentation of such Information and Filings. Subject to the exercise of professional judgment, we have not attempted to verify independently and have assumed the completeness, accuracy and fair presentation of any of the Information or Filings. With respect to the Company's financial forecasts, projections or estimates provided to Origin Merchant by Management and used in the analysis of supporting this Opinion, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of Management as to the matters covered thereby and which, in the opinion of Management, are (or were at the time of preparation and continue to be) reasonable in the circumstances. By rendering this Opinion we express no view as to the reasonableness of such forecasts, projections or estimates or the assumptions on which they are based.

Senior officers of the Company have represented and certified on behalf of the Company to Origin Merchant in the Representation Letters, among other things, that (i) they have no knowledge of any facts or circumstances, public or otherwise, not contained in or referred to in the Information that could reasonably be expected to affect this Opinion; (ii) with the exception of forecasts, projections or estimates referred to in (iv), below, the Information was, at the date the Information was provided to Origin Merchant (except to the extent superseded by more current Information), and is at the date hereof complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the Information not misleading in any material respect in light of the circumstances in which the Information was provided to Origin Merchant; (iii) since the dates on which the Information was provided to Origin Merchant, except as disclosed to Origin Merchant or updated by more current Information, there have been no material change or change in material fact, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or its subsidiaries, which would have or which could reasonably be expected to have a material effect on, or be reasonably be considered material to, the Opinion; (iv) any portions of the Information that constitute forecasts, projections, estimates or budgets were reasonably

prepared on bases reflecting the best, in the reasonable belief of Management, available assumptions, estimates and judgments of Management having regard to the Company's business, plans, financial condition and prospects as of the date that such forecasts, projections, estimates or budgets were prepared and are not, in the reasonable belief of the Management, misleading in any material respect in light of the assumptions used therefor; and (v) the contents of the Filings did not, at the time they were filed, contain a misrepresentation (as that term is defined in the *Securities Act* (Ontario)) and complied in all material respects with applicable securities laws at the time they were filed. In providing this Opinion we have relied without independent investigation upon the truth, accuracy and completeness of the statements in the Representation Letters.

This Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the conditions and prospects, financial and otherwise, of the Company and its subsidiaries and affiliates, as they were reflected in the Information and as they have been represented to Origin Merchant in discussions with Management. In its analyses and in preparing this Opinion, Origin Merchant made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of Origin Merchant or any party involved in the Proposed Transaction.

This Opinion has been provided for the sole use and benefit of the Board of Directors in connection with, and for the purpose of, its consideration of the Proposed Transaction and may not be used or relied upon by any other person or for any other purpose or quoted from or published without the prior written consent of Origin Merchant, provided that Origin Merchant consents to the inclusion of this Opinion in its entirety and a summary thereof (provided such summary is in a form acceptable to Origin Merchant) in the Directors' Circular to be mailed to Shareholders with respect to the Proposed Transaction and to the filing thereof, as necessary, by the Company on SEDAR and with the securities commissions or similar securities regulatory authorities in Canada.

This Opinion does not constitute a recommendation to the Board of Directors or any Shareholder as to whether or not any holder of Shares should accept the Offer or whether the Board of Directors should recommend that Shareholders accept the Offer. This Opinion does not address the relative merits of the Proposed Transaction as compared to other transactions or business strategies that might be available to the Company. In considering fairness from a financial point of view, Origin Merchant considered the Proposed Transaction from the perspective of Shareholders generally and did not consider the specific circumstances of any particular Shareholder, including with regard to income tax consideration. This Opinion is given as of the date hereof, and Origin Merchant disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting this Opinion which may come, or be brought, to the attention of Origin Merchant after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting this Opinion after the date hereof,

including, without limitation, the terms and conditions of the Proposed Transaction, or if Origin Merchant learns that the Information relied upon in rendering this Opinion was inaccurate, incomplete or misleading in any material respect, Origin Merchant reserves the right to amend, supplement or withdraw this Opinion.

We have not been asked to address and this Opinion does not address: (i) the fairness to, or any other consideration of, the holders of any class of securities or any other securities other than the Shareholders as expressly set forth herein, or creditors or other constituencies of the Company; or (ii) the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of the Company, or any class of such persons.

Origin Merchant believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying this Opinion. The preparation of an Opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. Accordingly, this Opinion should be read in its entirety.

Conclusion

Based upon and subject to the foregoing, and such other matters as Origin Merchant considered relevant, Origin Merchant is of the opinion that, as of the date hereof, the consideration payable under the Proposed Transaction to the holders of Shares is fair, from a financial point of view, to such holders of Shares.

Yours very truly,

ORIGIN MERCHANT PARTNERS

Origin Merchant Partners

