

No securities tendered to the Offer (as defined herein) will be taken up until: (i) more than 50% of the outstanding securities of the class sought (excluding those securities beneficially owned, or over which control or direction is exercised, by the Offeror (as defined herein) or any person acting jointly or in concert with the Offeror) have been tendered to the Offer; (ii) the minimum deposit period under applicable securities laws has elapsed; and (iii) any and all other conditions of the Offer have been complied with or waived, as applicable. If these criteria are met, the Offeror will take up securities deposited under the Offer in accordance with applicable securities laws and extend the Offer for an additional minimum period of 10 days to allow for further deposits of securities.

This document is important and requires your immediate attention. If you are in doubt as to how to deal with it, you should consult your investment advisor, stockbroker, bank manager, trust company manager, accountant, lawyer or other professional advisor. If you have any questions, please contact Kingsdale Advisors, the Depositary and Information Agent in connection with the Offer, by telephone toll-free at 1-866-851-3214 within North America and at 1-416-867-2272 outside of North America or by e-mail at contactus@kingsdaleadvisors.com.

The Offer has not been approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or merits of the Offer or upon the adequacy of the information contained in this document. Any representation to the contrary is an offence.

This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made to, nor will deposits be accepted from, or on behalf of, Shareholders (as defined herein) in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

September 9, 2020



OFFER TO PURCHASE

all of the outstanding Common Shares of

DEALNET CAPITAL CORP.

by SIMPLY GROUP ACQUISITION CORP.

an affiliate of

SIMPLY GREEN HOME SERVICES INC.

at a price of \$0.16 in cash per Common Share

Simply Group Acquisition Corp. (the "**Offeror**"), an affiliate of Simply Green Home Services Inc. ("**Simply Green**"), hereby offers (the "**Offer**") to purchase, on the terms and subject to the conditions of the Offer, all of the issued and outstanding common shares (the "**Common Shares**") of Dealnet Capital Corp. ("**Dealnet**"), which includes any Common Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time (as defined herein) upon the exercise, exchange or redemption of the Options (as defined herein), the Deferred Share Units (as defined herein) and any securities of

Dealnet that are exercisable, exchangeable or redeemable for Common Shares, at a price of \$0.16 in cash per Common Share.

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

The Depositary and Information Agent for the Offer is



KINGSDALE Advisors

Kingsdale Advisors
The Exchange Tower
130 King St W, Suite #2950
Toronto, ON M5X 1K6

North America Toll-Free: 1-866-851-3214
Outside North America: 1-416-867-2272
Email: contactus@kingsdaleadvisors.com

The Common Shares are listed on the TSX Venture Exchange (the “**TSXV**”) under the symbol “DLS”. The Offer represents a premium of 33% to the closing price of the Common Shares on the TSXV on August 21, 2020 (the last trading day prior to the announcement of the Offer), a premium of 52% to the 30-day volume-weighted average price (“**VWAP**”) on the TSXV for the period ending August 21, 2020 and a premium of 93% to the 90-day VWAP on the TSXV for the period ending August 21, 2020.

The Offer is subject to the condition that, at or prior to 5:00 p.m. (Toronto time) on October 14, 2020 or such earlier or later time during which Common Shares may be deposited under the Offer, excluding the mandatory 10 day extension period or any extension thereafter, there shall have been validly deposited under the Offer and not withdrawn that number of Common Shares, that constitutes more than 50% of the outstanding Common Shares, excluding any Common Shares beneficially owned, or over which control or direction is exercised, by the Offeror or by any person acting jointly or in concert with the Offeror (referred to herein as the “**Statutory Minimum Condition**”). In addition to the Statutory Minimum Condition, the Offer is also conditional upon certain specified conditions being satisfied or waived at or prior to the Expiry Time, which include: (i) there having been validly deposited under the Offer and not withdrawn 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, constitute not less than two-thirds (66⅔%) of the outstanding Common Shares; (ii) the Offeror having determined, in its sole and absolute discretion, that there does not exist and there shall not have occurred (or, if there does exist and shall have occurred prior to the date of the Support Agreement, there shall not have been disclosed, generally or to the Offeror in writing on or before the execution and delivery of the Support Agreement) any Material Adverse Effect; (iii) neither the Support Agreement nor any of the Lock-up Agreements shall have been terminated in accordance with their terms; and (iv) all outstanding Options and Deferred Share Units shall have been exercised, converted, cancelled or otherwise dealt with in accordance with the Support Agreement (as defined below). These and other conditions of the Offer are described in Section 4 of the Offer to Purchase, “*Conditions of the Offer*”.

All conditions of the Offer other than the Statutory Minimum Condition may be waived by the Offeror in its sole discretion. In other words, so long as there shall have been validly deposited under the Offer and not withdrawn that number of Common Shares that constitutes more than 50% of the outstanding Common Shares, excluding any Common Shares beneficially owned, or over which control or direction is exercised, by the Offeror or by any person acting jointly or in concert with the Offer, the Offeror may waive all other conditions to the Offer and take up and pay for Common Shares so deposited and not withdrawn.

Simply Green and Dealnet entered into a support agreement on August 22, 2020 (the “**Support Agreement**”), which Support Agreement was assigned by Simply Green to the Offeror. Under the Support Agreement, the Offeror agreed to make the Offer and Dealnet agreed to support the Offer, all subject to the terms and conditions set out therein. See Section 15 of the Circular, “*Support Agreement*”.

Simply Green entered into lock-up agreements dated August 22, 2020 with all directors and executive officers of Dealnet who own, collectively, 9,525,267 of the Common Shares which represent 3.36% of the issued and outstanding Common Shares as of the date hereof. See Section 16 of the Circular, “*Lock-up Agreements*”.

The Offeror has engaged Kingsdale Advisors to act as the Depositary and Information Agent (the “**Depositary and Information Agent**”) for the Offer. Raymond James Financial, Inc. (“**Raymond James**”) has been engaged to act as financial advisor to the Offeror.

Registered Shareholders who wish to accept the Offer must properly complete and execute the accompanying Letter of Transmittal (printed on YELLOW paper) and deposit it, at or prior to the Expiry Time, together with certificate(s) or other evidence representing their Common Shares and all other required documents, with the Depositary and Information Agent at its office in Toronto, Ontario specified in the Letter of Transmittal, in accordance with the instructions set out therein. Alternatively, Shareholders may accept the Offer by following the procedures for: (i) book-entry transfer of Common Shares set out in Section 3 of the Offer to Purchase, “*Manner of Acceptance – Acceptance by Book-Entry Transfer*”; or (ii) guaranteed delivery set out in Section 3 of the Offer to Purchase, “*Manner of Acceptance – Procedure for Guaranteed Delivery*”, using the accompanying Notice of Guaranteed Delivery (printed on PINK paper).

Shareholders whose Common Shares are registered in the name of an investment dealer, investment advisor, bank, trust company or other intermediary (each, an “Intermediary”) should immediately contact that Intermediary for assistance if they wish to accept the Offer, in order to take the necessary steps to be able to deposit such Common Shares under the Offer. Intermediaries likely have established tendering cut-off times that are prior to the Expiry Time. Shareholders must instruct their Intermediaries promptly if they wish to tender.

Questions and requests for assistance may be directed to the Depositary and Information Agent, whose contact details are provided on the back cover of this document. Additional copies of this document, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained without charge on request from the Depositary and Information Agent and are available on SEDAR at www.sedar.com under Dealnet’s profile. Website addresses are provided for informational purposes only and no information contained on, or accessible from, such websites are incorporated by reference herein unless expressly incorporated by reference.

No broker, dealer, salesperson or other person has been authorized to give any information or make any representation other than those contained in this document, and, if given or made, such information or representation must not be relied upon as having been authorized by the Offeror, the Depositary and Information Agent.

Shareholders should be aware that during the period of the Offer, the Offeror or any of its affiliates may, directly or indirectly, bid for and make purchases of Common Shares as permitted by applicable Law. See Section 12 of the Offer to Purchase, “*Market Purchases and Sales of Common Shares*”.

All cash payments under the Offer will be made in Canadian dollars. Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depositary and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply.

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The Offer is being made for the securities of a Canadian company that does not have securities registered under section 12 of the United States Securities Exchange Act of 1934, as amended (the “**U.S. Exchange Act**”). Accordingly, the Offer is not subject to Section 14(d) of the U.S. Exchange Act, or Regulation 14D promulgated by the United States Securities and Exchange Commission thereunder. The Offer is made in the United States with respect to securities of a “foreign private issuer”, as such term is defined in Rule 3b-4 under the U.S. Exchange Act, in accordance with Canadian corporate and securities law requirements. Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to tender offers under the U.S. Exchange Act and the rules and regulations promulgated thereunder.

This document does not address any United States federal or state income tax considerations applicable to Shareholders (or holders of Convertible Securities) in the United States or Shareholders (or holders of Convertible Securities) that are otherwise subject to tax in the United States with respect to the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction. Such holders should be aware that the disposition of Common Shares (or the exercise, exchange or redemption of the Options) by them as described herein may have tax consequences both in the United States and in Canada. **Such holders are urged to consult their own U.S. tax and legal advisors regarding their ownership and disposition of Common Shares (and Convertible Securities) under any of the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction.** See Section 18 of the Circular, “Certain Canadian Federal Income Tax Considerations”.

Shareholders in the United States should be aware that the Offeror or its affiliates, directly or indirectly, may bid for or make purchases of Common Shares during the period of the Offer other than through the Offer, such as in open market purchases, as permitted by applicable Law in Canada.

It may be difficult for Shareholders in the United States to enforce their rights and any claim they may have arising under United States federal securities Laws since the Offeror and Dealnet are incorporated or formed under the Laws of Canada or a province of Canada, a majority of the officers and directors of each of the Offeror and Dealnet reside outside the United States, some of the experts named herein may reside outside the United States, and all or a substantial portion of the assets of the Offeror or Dealnet and the other above-mentioned persons are located outside the United States. Shareholders in the United States may not be able to sue the Offeror and Dealnet or their respective officers or directors in a non-U.S. court for violation of United States federal 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 a judgment obtained from a court of the United States.

NOTICE TO HOLDERS OF CONVERTIBLE SECURITIES

The Offer is being made only for Common Shares and not for any Convertible Securities (including, without limitation, Options and Deferred Share Units). Holders of Convertible Securities who wish to accept the Offer must, to the extent permitted by the terms of the Convertible Security and applicable Laws, exercise, exchange or redeem the Options in order to obtain certificate(s) or other evidence representing Common Shares and validly deposit those Common Shares in accordance with the terms of the Offer. Any such exercise, exchange or redemption must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Convertible Security or Convertible Securities will have the certificate(s) or other evidence representing the Common Shares received on such exercise, exchange or redemption available for deposit at or prior to the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, “*Manner of Acceptance – Procedure for Guaranteed Delivery*”.

The tax consequences to holders of Convertible Securities of exercising, exchanging or redeeming such securities are not described in Section 18 of the Circular, “Certain Canadian Federal Income Tax Considerations”. Holders of Convertible Securities should consult their tax

advisors for advice with respect to potential income tax consequences to them in connection with the decision as to whether to exercise, exchange or redeem their Options.

CURRENCY

All references to “\$” in the Offer to Purchase and the Circular mean Canadian dollars.

FORWARD-LOOKING INFORMATION

Certain statements contained in Section 5 of the Circular, “*Reasons to Accept the Offer*”, Section 0 of the Circular, “*Purpose of the Offer*”, Section 8 of the Circular, “*Source of Funds*” and Section 12 of the Circular, “*Acquisition of Common Shares Not Deposited*”, in addition to certain statements contained elsewhere in this document or incorporated by reference herein, contain “forward-looking information” and are prospective in nature. Forward-looking information is not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks and uncertainties that could cause actual results to differ materially from the future results expressed or implied by the forward-looking information. Often, but not always, forward-looking information can be identified by the use of words such as “plans”, “expects”, “intends”, “anticipates”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Forward-looking information contained in the Offer to Purchase and the Circular includes, but is not limited to, statements relating to the following items: expectations relating to the Offer; the satisfaction or waiver of the conditions to the Offer; the fulfilment of obligations of the parties under the Support Agreement and Lock-up Agreements; the benefits of the Offer; the results, effects and timing of the Offer and completion of any Compulsory Acquisition or Subsequent Acquisition Transaction; expectations that the price of the Common Shares will likely decline back to pre-Offer levels if the Offer is not successful; expectations regarding the process for obtaining regulatory approvals; the tax treatment of Shareholders; and intentions to delist the Common Shares and to cause Dealnet to cease to be a reporting issuer if permitted under applicable Law.

Although the Offeror believes that the expectations reflected in such forward-looking information are reasonable, such information and statements involve risks and uncertainties, and undue reliance should not be placed on such information and statements. Certain material factors or assumptions are applied in making forward-looking information, and actual results may differ materially from those expressed or implied in such information and statements. Important factors that could cause actual results, performance or achievements of the Offeror or the completion of the Offer to differ materially from any future results, performance or achievements expressed or implied by such forward-looking information include, among other things: actions taken by Dealnet; actions taken by security holders of Dealnet in respect of the Offer; that the conditions of the Offer may not be satisfied or waived by the Offeror at the expiry of the Offer period; the ability of the Offeror to acquire 100% of the Common Shares through the Offer; the ability to obtain regulatory approvals and meet other closing conditions to the Offer; potential adverse reactions or changes to business relationships resulting from the announcement, pendency or completion of the Offer or any subsequent transaction; competitive responses to the announcement or completion of the Offer; uncertainties as to the impact of the completion of the Offer or any alternative or subsequent transaction on the Offeror’s earnings or cash flows that it expects; litigation relating to the proposed transaction; the inability to retain key personnel; any changes in general economic and/or industry-specific conditions; the COVID-19 pandemic; industry risk; risks inherent in the running of the business of the Offeror or its affiliates; legislative or regulatory changes; Dealnet’s structure and its tax treatment; changes in capital or securities markets; that there are no inaccuracies or material omissions in Dealnet’s publicly available information; and that Dealnet has not disclosed events which may have occurred or which may affect the significance or accuracy of such information. These are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of the forward-looking information contained herein. Other unknown and unpredictable factors could also impact the accuracy of such forward-looking information. Many of these risks and uncertainties relate to factors beyond the Offeror’s ability to control or estimate precisely. Consequently, there can be no assurance that the actual results or developments anticipated by the Offeror will be realized or, even if

substantially realized, that they will have the expected consequences for, or effects on, the Offeror, its future results and performance.

Forward-looking information contained in the Offer to Purchase and the Circular is based on the Offeror's beliefs and opinions at the time the information is given, and there should be no expectation that this forward-looking information will be updated or supplemented as a result of new information, estimates or opinions, future events or results or otherwise, and the Offeror disavows and disclaims any obligation to do so except as required by applicable Law. Nothing contained herein shall be deemed to be a forecast, projection or estimate of the future financial performance of the Offeror or any of its affiliates or Dealnet.

Unless otherwise indicated, the information concerning Dealnet contained herein has been taken from or is based solely upon publicly available documents and records on file with the Securities Regulatory Authorities and other public sources available at the time of the Offer. Although the Offeror has no knowledge that would indicate that any statements contained herein and taken from or based on such documents and records are untrue or incomplete, none of the Offeror or any of its respective officers or directors assumes any responsibility for the accuracy or completeness of such information, or for any failure by Dealnet to disclose events or facts which may have occurred or which may affect the significance or accuracy of any such information but which are unknown to the Offeror. Unless otherwise indicated, information concerning Dealnet is given as of the date hereof.

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QUESTIONS AND ANSWERS ABOUT THE OFFER

The following are some of the questions that you, as a Shareholder, may have and the answers to those questions. The information contained in these questions and answers is a summary only and is not meant to be a substitute for the more detailed description and information contained elsewhere in the Offer to Purchase and the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery. Shareholders are urged to read the Offer to Purchase and the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery in their entirety. Terms defined in the Glossary and not otherwise defined in these questions and answers have the respective meanings given to them in the Glossary, unless the context otherwise requires. Cross-references have been included in these questions and answers to other sections of the Offer to Purchase and the Circular where you will find more complete descriptions of the topics mentioned below.

Unless otherwise indicated, the information concerning Dealnet contained herein and in the Offer to Purchase and the Circular has been taken from or based solely upon publicly available documents and records on file with the Securities Regulatory Authorities and other public sources available at the time of the Offer. Although the Offeror has no knowledge that would indicate that any statements contained herein and in the Offer to Purchase and the Circular and taken from or based on such documents and records are untrue or incomplete, none of the Offeror or any of its respective officers or directors assumes any responsibility for the accuracy or completeness of such information or for any failure by Dealnet to disclose events or facts which may have occurred or which may affect the significance or accuracy of any such information but which are unknown to the Offeror. Unless otherwise indicated, information concerning Dealnet is given as of the date hereof.

Who is making the Offer?

The Offeror and Simply Green are each incorporated under the laws of the Province of Ontario. Their offices are each located at 2225 Sheppard Avenue East, Suite 800, North York, Ontario, M2J 5C2. The Offeror and Simply Green are affiliates of one another and are each beneficially owned by Lawrence Krimker.

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.

See Section 1 of the Circular, "*The Offeror*".

What is the Offeror proposing?

We are offering to purchase, on the terms and subject to the conditions of the Offer, all of the issued and outstanding Common Shares (other than Common Shares owned by the Offeror or any of its affiliates or associates), including, without limitation, any Common Shares that may become issued and outstanding after the date of the Offer but before the Expiry Time upon the exercise of any Options.

See Section 1 of the Offer to Purchase, "*The Offer*".

What would I receive in exchange for each of my Common Shares?

We are offering \$0.16 per Common Share in cash for each Common Share you hold, without interest and less any required withholding taxes.

See Section 1 of the Offer to Purchase, "*The Offer*".

Are any outstanding securities of Dealnet not included in the Offer?

The Offer is being made only for Common Shares and not for any Convertible Securities (including, without limitation, Options or Deferred Share Units). Holders of Convertible Securities who wish to accept the Offer must, to the extent permitted by the terms of the security and applicable Law, exercise, exchange or redeem the Options in order to obtain certificate(s) or other evidence representing Common Shares and deposit those Common Shares in accordance with the terms of the Offer. Any such exercise, exchange or redemption must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Convertible Securities will have certificate(s) or other evidence representing the Common Shares received on such exercise, exchange or redemption available for deposit at or prior to the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, “*Manner of Acceptance – Procedure for Guaranteed Delivery*”. It is a condition of the Offer that all outstanding Options and Deferred Share Units shall have been exercised, converted, cancelled or otherwise dealt with in a manner satisfactory to the Offeror.

Why should I accept the Offer?

The Offeror believes that the Offer is compelling, and represents a tremendous value opportunity for Shareholders, for the following reasons:

- **Unanimous Dealnet Board Recommendation.** The Dealnet Board has unanimously determined that the Offer is fair from a financial point of view to the Shareholders and is in the best interests of Dealnet and the Shareholders, and unanimously recommends that Shareholders tender their Common Shares to the Offer.
- **Significant Premium to Market Price.** The Offer represents a premium of 33% to the closing price of the Common Shares on the TSXV on August 21, 2020 (the last trading day prior to the announcement of the Offer), a premium of 52% to the 30-day VWAP on the TSXV for the period ending August 21, 2020 and a premium of 93% to the 90-day VWAP on the TSXV for the period ending August 21, 2020.
- **100% Liquidity and Certainty of Value.** The Offer provides 100% cash consideration for the Common Shares, giving Shareholders certainty of value and immediate liquidity at an attractive price in the face of volatile markets.
- **Fully-Financed Cash Offer.** The Offer is not subject to any financing condition. The Offeror’s board has approved the Offer and the Offeror has arranged fully committed financing to complete the transaction.
- **Low Conditionality of the Offer.** The Offer is subject to a limited number of conditions. The low conditionality of the Offer should provide Shareholders with a high degree of confidence that the Offer will be completed successfully.

What are some of the most significant conditions of the Offer?

The Offer is subject to the condition that, at or prior to 5:00 p.m. (Toronto time) on October 14, 2020 or such earlier or later time during which Common Shares may be deposited under the Offer, excluding the mandatory 10 day extension period or any extension thereafter, there shall have been validly deposited under the Offer and not withdrawn that number of Common Shares which constitutes more than 50% of the outstanding Common Shares, excluding any Common Shares beneficially owned, or over which control or direction is exercised, by the Offeror or by any person acting jointly or in concert with the Offeror (referred to herein as the “**Statutory Minimum Condition**”). In addition to the Statutory Minimum Condition, the Offer is also conditional upon certain specified conditions being satisfied or waived at or prior to the Expiry Time, which include: (i) there having been validly deposited under the Offer and not withdrawn 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, constitute not less than two-thirds (66⅔%) of the outstanding Common Shares;

(ii) the Offeror having determined, in its sole and absolute discretion, that there does not exist and there shall not have occurred (or, if there does exist and shall have occurred prior to the date of the Support Agreement, there shall not have been disclosed, generally or to the Offeror in writing on or before the execution and delivery of the Support Agreement) any Material Adverse Effect; (iii) neither the Support Agreement nor any of the Lock-up Agreements shall have been terminated in accordance with their terms; and (iv) all outstanding Options and Deferred Share Units shall have been exercised, converted, cancelled or otherwise dealt with in accordance with the Support Agreement.

All conditions of the Offer other than the Statutory Minimum Condition may be waived by the Offeror in its sole discretion. In other words, so long as there shall have been validly deposited under the Offer and not withdrawn that number of Common Shares that constitutes more than 50% of the outstanding Common Shares, excluding any Common Shares beneficially owned, or over which control or direction is exercised, by the Offeror or by any person acting jointly or in concert with the Offer, the Offeror may waive all other conditions to the Offer and take up and pay for Common Shares so deposited and not withdrawn.

See Section 4 of the Offer to Purchase, "*Conditions of the Offer*" for all of the conditions of the Offer. Furthermore, see Section 14 of the Circular, "*Regulatory Matters*" for a summary of the principal regulatory approvals required in connection with the Offer. The Offer is not subject to any due diligence, financing or shareholder approval conditions.

Notwithstanding any other provision of the Offer, but subject to applicable Law, we will have the right to withdraw the Offer or extend the Offer, and shall not be required to take up and pay for any Common Shares deposited under the Offer, unless the conditions described in Section 4 of the Offer to Purchase, "*Conditions of the Offer*", are satisfied or waived at or prior to the Expiry Time.

What is the Offeror's source of funding for the Offer?

We estimate that, if we acquire all outstanding Common Shares, the total amount required for the purchase of the Common Shares will be approximately \$47 million, plus related fees and expenses associated with the Offer. We will fund this amount from cash resources available to the Offeror and have secured, on a firm, committed basis, all of the financing required to fund the cash consideration payable for the Common Shares.

See Section 8 of the Circular, "*Source of Funds*".

Is the Offeror's financial condition relevant to my decision to tender my Common Shares in the Offer?

No. Although the Offeror has a strong balance sheet, we believe that our financial condition is not material to your decision whether to deposit Common Shares under the Offer because: (i) cash is the only consideration that will be paid to you in connection with the Offer; (ii) we are offering to purchase all of the outstanding Common Shares; and (iii) we have secured, on a firm, committed basis, all of the financing required to fund the cash consideration payable for the Common Shares under the Offer.

See Section 8 of the Circular, "*Source of Funds*".

Why is the Offeror making the Offer?

We are making the Offer because we want to acquire control of, and ultimately acquire all of the Common Shares of, Dealnet. If the conditions of the Offer are satisfied or waived at or prior to the Expiry Time and the Offeror takes up and pays for the Common Shares validly deposited under the Offer, the Offeror intends to acquire any Common Shares not deposited under the Offer through a Compulsory Acquisition, if available, or to propose a Subsequent Acquisition Transaction, in each case for consideration per Common Share at least equal in value to and in the same form as the consideration paid by the Offeror

per Common Share under the Offer. The exact timing and details of any such transaction will depend upon a number of factors, including, without limitation, the number of Common Shares acquired pursuant to the Offer.

See Section 0 of the Offer to Purchase, "*Purpose of the Offer*" and Section 12 of the Circular, "*Acquisition of Common Shares Not Deposited*".

How long do I have to decide whether to tender into the Offer?

The Offer is open for acceptance until the Expiry Time, which is 5:00 p.m. (Toronto time) on October 14, 2020, unless we extend or withdraw the Offer in accordance with its terms. If the Statutory Minimum Condition is satisfied and the other conditions to the Offer are satisfied or waived such that the Offeror takes up the Common Shares deposited under the Offer, the Offeror will make a public announcement of the foregoing matters and extend the period during which Common Shares may be deposited and tendered to the Offer for a period of not less than 10 days after the date of such announcement. See Section 5 of the Offer to Purchase, "*Extension, Variation or Change in the Offer*".

Can the Offer be extended or varied and, if so, under what circumstances?

Yes. The Offer is open for acceptance from the date of the Offer until the Expiry Time, subject to extension or variation in the Offeror's sole discretion or as set out below, unless the Offer is withdrawn by the Offeror. In addition, if the Offeror takes up Common Shares deposited under the Offer at the Expiry Time, the Offer will be extended and will be open for acceptance for an additional period of not less than 10 days from the date on which the Common Shares are first taken up, provided that the Offeror does not take up and pay for 100% of the issued and outstanding Common Shares at the expiry of the initial deposit period.

If, before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal with respect to the Offer, the terms of the Offer are varied (other than a variation in the terms of the Offer consisting solely of the waiver of a condition in the Offer and any extension of the Offer resulting from the waiver), including any reduction of the period during which securities may be deposited under the Offer pursuant to applicable Law, or any extension of the period during which securities may be deposited under the Offer pursuant to applicable Law, and whether or not that variation results from the exercise of any right contained in the Offer, the Offeror will promptly (a) issue and file a news release to the extent and in the manner required by applicable Law, and (b) send a notice of variation in the manner set out in Section 5 of the Offer to Purchase, "*Extension, Variation or Change in the Offer*", to every person to whom the Offer is required to be sent under applicable Law and whose Common Shares were not taken up before the date of the variation.

How do I tender my Common Shares?

To accept the Offer as a registered Shareholder you may deliver the certificate(s) or other evidence representing your Common Shares together with a properly completed and duly executed Letter of Transmittal (printed on YELLOW paper), and all other required documents to the Depositary and Information Agent at its office in Toronto, Ontario specified in the Letter of Transmittal at or prior to the Expiry Time. Detailed instructions are contained in the accompanying Letter of Transmittal. See Section 3 of the Offer to Purchase, "*Manner of Acceptance – Letter of Transmittal*".

If your Common Shares are registered in the name of an investment dealer, investment advisor, bank, trust company, broker or other intermediary (each, an "Intermediary"), you should immediately contact that Intermediary for assistance if you wish to accept the Offer or exercise, exchange or redeem Options into Common Shares to accept the Offer in order to take the necessary steps to be able to deposit such securities under the Offer. Intermediaries likely have established tendering cut-off times that are prior to the Expiry Time. You must instruct your Intermediary promptly if you wish to tender.

If you wish to deposit your Common Shares under the Offer and the certificate(s) or other evidence representing such Common Shares are not immediately available, or if the certificate(s) and all other required documents cannot be provided to the Depositary and Information Agent at or prior to the Expiry Time, such Common Shares nevertheless may be validly deposited under the Offer in compliance with the procedures for guaranteed delivery using the accompanying Notice of Guaranteed Delivery (printed on PINK paper). See Section 3 of the Offer to Purchase, "*Manner of Acceptance – Procedure for Guaranteed Delivery*".

You may also accept the Offer by following the procedures for book-entry transfer detailed in the Offer to Purchase and the Circular and have your Common Shares tendered by your Intermediary through CDS or DTC, as applicable, provided such procedures are completed prior to the Expiry Time.

You should contact the Depositary and Information Agent for assistance in accepting the Offer and in depositing your Common Shares with the Depositary and Information Agent.

The Depositary and Information Agent, Kingsdale Advisors, can be contacted by telephone toll-free at 1-866-851-3214 within North America and at 1-416-867-2272 outside of North America or by e-mail at contactus@kingsdaleadvisors.com.

Will I have to pay any fees or commissions?

No fee or commission will be payable if you accept the Offer by depositing your Common Shares directly with the Depositary and Information Agent. You should consult your Intermediary to determine whether other charges will apply. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply.

When will the Offeror pay for deposited Common Shares?

If all of the conditions of the Offer described in Section 4 of the Offer to Purchase, "*Conditions of the Offer*", have been satisfied or waived at or prior to the Expiry Time, we will take up and pay for Common Shares validly deposited under the Offer and not properly withdrawn. Any Common Shares will be taken up not less than 10 days after the initial deposit period for the Offer, and we will pay for Common Shares taken up as soon as possible but in any event not later than three business days after taking up the Common Shares.

In accordance with applicable Law, if we are obligated to take up such Common Shares, we will extend the period during which Common Shares may be deposited under the Offer for a mandatory 10 day extension period following the expiration of the initial deposit period and may extend the deposit period for Optional Extension Periods. We will take up and pay for Common Shares deposited under the Offer during the mandatory 10 day extension period and any Optional Extension Period not later than 10 days after such deposit.

See Section 0 of the Offer to Purchase, "*Take-Up of and Payment for Deposited Common Shares*".

Will I be able to withdraw previously tendered Common Shares?

You may withdraw Common Shares you deposit under the Offer at any time: (i) before we take up the Common Shares you deposit under the Offer; (ii) if we do not pay for your Common Shares within three business days after having taken up such Common Shares; and (iii) in certain other circumstances set out in Section 7 of the Offer to Purchase "*Withdrawal of Deposited Common Shares*".

How do I withdraw previously tendered Common Shares?

To withdraw previously tendered Common Shares, you must send a written notice of withdrawal to the Depository and Information Agent prior to the occurrence of certain events and within the time periods set out in Section 7 of the Offer to Purchase, "*Withdrawal of Deposited Common Shares*". The written notice of withdrawal must contain the specific information outlined in Section 7 of the Offer to Purchase, "*Withdrawal of Deposited Common Shares*".

If your Intermediary has tendered Common Shares on your behalf and you wish to withdraw such Common Shares, you must arrange for such Intermediary to timely withdraw such securities.

What does the Dealnet Board think of the Offer?

The Dealnet Board has unanimously determined that the Offer is fair from a financial point of view to the Shareholders and is in the best interests of Dealnet and the Shareholders and, accordingly, the Dealnet Board unanimously recommends that Shareholders accept the Offer and deposit their Common Shares to the Offer. The directors and executive officers of Dealnet have entered into Lock-up Agreements with the Offeror, pursuant to which they have agreed, among other things, to support the Offer and tender their Common Shares, including Common Shares acquired upon exercise of Options, to the Offer.

How will Canadian residents and non-residents of Canada be taxed for Canadian income tax purposes?

Generally, a Shareholder who: (i) is, or is deemed to be, resident in Canada; (ii) deals at arm's length with the Offeror and Dealnet; (iii) is not affiliated with the Offeror or Dealnet; (iv) holds the Common Shares as capital property; (v) did not acquire Common Shares pursuant to an Option; and (vi) who sells Common Shares to the Offeror under the Offer will realize a capital gain (or a capital loss) equal to the amount by which the cash received, net of any reasonable costs of disposition, exceeds (or is less than) the aggregate adjusted cost base to the Shareholder of such Common Shares immediately before the disposition.

Generally, a Shareholder who is not, and is not deemed to be, resident in Canada and who do not use or hold, and is not deemed to use or hold, its Common Shares in a business carried on in Canada will not be subject to tax in Canada in respect of any capital gain realized on the sale of Common Shares to the Offeror under the Offer, unless those Common Shares constitute "taxable Canadian property" to such Shareholder within the meaning of the Tax Act and that gain is not otherwise exempt from tax under the Tax Act pursuant to an exemption contained in an applicable income tax treaty.

The foregoing is a brief summary of certain Canadian federal income tax consequences and is qualified in its entirety by Section 18 of the Circular, "*Certain Canadian Federal Income Tax Considerations*", which provides a summary of the principal Canadian federal income tax considerations generally applicable to certain Shareholders. Shareholders are urged to consult their own tax advisors to determine the particular tax consequences to them of a sale of Common Shares pursuant to the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction. Holders of Convertible Securities should consult their own tax advisors having regard to their own personal circumstances.

How will I be taxed for U.S. federal income tax purposes?

This document does not address any United States federal or state income tax considerations applicable to Shareholders (or holders of Convertible Securities) in the United States or Shareholders (or holders of Convertible Securities) that are otherwise subject to tax in the United States with respect to the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction. Such holders should be aware that the disposition of Common Shares (or the exercise, exchange or redemption of Options) by them as described herein may have tax consequences both in the United States and in Canada. Such holders are urged to consult their own U.S. tax and legal advisors regarding their ownership and disposition of

Common Shares (and Convertible Securities) under any of the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction.

If I decide not to tender, how will my Common Shares be affected?

If, by the Expiry Time or within 120 days after the date of the Offer, whichever period is shorter, the Offer is accepted by holders who in the aggregate hold not less than 90% of the issued and outstanding Common Shares, other than Common Shares held at the date of the Offer by or on behalf of us, or an affiliate or associate of us (as those terms are defined in the OBCA), and we acquire or are bound to take up and pay for such Deposited Common Shares under the Offer, we may, at our option, acquire those Common Shares which remain held by those persons who did not accept the Offer pursuant to a Compulsory Acquisition. If a Compulsory Acquisition is not available or we choose not to avail ourselves of such statutory right of acquisition, we intend to pursue other means of acquiring the remaining Common Shares not tendered under the Offer pursuant to a Subsequent Acquisition Transaction. If we propose a Subsequent Acquisition Transaction, we intend to cause the Common Shares acquired under the Offer to be voted in favour of such a Subsequent Acquisition Transaction and, to the extent permitted by applicable Law, to be counted as part of any minority approval that may be required in connection with such transaction. The timing and details of such a Subsequent Acquisition Transaction, if any, will necessarily depend on a variety of factors, including, without limitation, the number of Common Shares acquired pursuant to the Offer. If, after taking up Common Shares under the Offer, we own not less than two-thirds (66⅔%) of the outstanding Common Shares and sufficient votes are cast by “minority” holders to constitute a “minority approval” pursuant to MI 61-101, we should own sufficient Common Shares to be able to effect a Subsequent Acquisition Transaction. See Section 12 of the Circular, “*Acquisition of Common Shares Not Deposited*”.

If we take up Common Shares under the Offer but are unable to complete a Compulsory Acquisition or Subsequent Acquisition Transaction, then Dealnet will continue as a public company and we will evaluate our alternatives. Such alternatives could include, to the extent permitted by applicable Law, purchasing additional Common Shares in the open market, in privately negotiated transactions or pursuant to another take-over bid or other transaction, and thereafter proposing an amalgamation, arrangement or other transaction which would result in our ownership of 100% of the Common Shares. Under such circumstances, an amalgamation, arrangement or other transaction to obtain ownership of 100% of the Common Shares would generally require the approval of not less than two-thirds (66⅔%) of the votes cast by the Shareholders, and might require approval of a majority of the votes cast by holders of Common Shares other than us and our affiliates. There is no certainty that under such circumstances any such transaction would be proposed or completed by us.

See Section 0 of the Circular, “*Purpose of the Offer*”, Section 7 of the Circular, “*Effects of the Offer*”, and Section 12 of the Circular, “*Acquisition of Common Shares not Deposited*”.

Will Dealnet continue as a public company?

As indicated above, it is our intention to enter into one or more transactions to enable us to acquire all Common Shares not acquired pursuant to the Offer. The Offeror intends to cause Dealnet to apply to delist the Common Shares from the TSXV as soon as practicable after completion of the Offer and any Compulsory Acquisition or any Subsequent Acquisition Transaction.

If we take up Common Shares under the Offer but are unable to complete a Compulsory Acquisition or Subsequent Acquisition Transaction, then Dealnet will continue as a public company and we will evaluate our alternatives. In such circumstances, our purchase of Common Shares under the Offer will have reduced the number of Shares that trade publicly, as well as the number of Shareholders, and, depending on the number of Common Shares purchased under the Offer, could adversely affect the liquidity and market value of the remaining Common Shares held by the public.

Do I have dissent or appraisal rights in connection with the Offer?

No. Shareholders will not have dissent or appraisal rights in connection with the Offer. However, Shareholders who do not tender their Common Shares to the Offer may have rights of dissent in the event we acquire their Common Shares by way of a Compulsory Acquisition or Subsequent Acquisition Transaction.

See Section 12 of the Circular, "*Acquisition of Common Shares Not Deposited*".

Who may I call with questions about the Offer or for more information?

You may call the Depositary and Information Agent if you have any questions regarding how to tender Common Shares, if you need assistance regarding the Offer or if you require additional copies of this document, the Letter of Transmittal or the Notice of Guaranteed Delivery (which documents will be provided without charge on request from the Depositary and Information Agent and are available on SEDAR at www.sedar.com under Dealnet's profile).

Questions and requests should be directed to the following:

The Depositary and Information Agent for the Offer is:



Kingsdale Advisors
The Exchange Tower
130 King St W, Suite #2950
Toronto, ON M5X 1K6

North America Toll-Free: 1-866-851-3214
Outside North America: 1-416-867-2272
Email: contactus@kingsdaleadvisors.com

GLOSSARY

This Glossary forms a part of the Offer to Purchase and Circular. In the Offer to Purchase and Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery, 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:

“**affiliate**” has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

“**allowable capital loss**” has the meaning ascribed thereto in Section 18 of the Circular, “*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Sale Pursuant to the Offer*”;

“**Alternative Transaction**” means another form of transaction whereby the Offeror would acquire following completion of such alternative transaction all or substantially all of the Common Shares outstanding or all or substantially all of the assets of Dealnet and its subsidiaries on economic terms which, in relation to any Locked-up Securityholder, are, in the opinion of that Locked-up Securityholder, acting reasonably, at least equivalent to or better than those contemplated by the Offer;

“**Acquisition Proposal**” means, other than the transactions contemplated by the Support Agreement and other than any transaction involving only Dealnet 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 August 22, 2020 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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet and its subsidiaries;

“**ARC**” has the meaning ascribed thereto in Section 14, “*Regulatory Matters – Competition Act*”;

“**associate**” has the meaning ascribed thereto in the Securities Act;

“**Book-Entry Confirmation**” means confirmation of a book-entry transfer of a Shareholder’s Common Shares into the Depository and Information Agent’s account at CDS or DTC, as applicable;

“**business combination**” has the meaning ascribed thereto in MI 61-101;

“business day” means any day other than a Saturday, a Sunday or a statutory holiday in Ontario, Canada;

“CDS” means CDS Clearing and Depository Services Inc. or its nominee, which at the date hereof is CDS & Co.; **“CDSX”** means the CDS on-line tendering system pursuant to which book-entry transfers may be effected; **“Circular”** means the take-over bid circular accompanying and forming part of the Offer;

“Commissioner” means the Commissioner of Competition appointed under subsection 7(1) of the *Competition Act* or any person duly authorized to perform duties on behalf of the Commissioner of Competition;

“Common Shares” means common shares in the capital of Dealnet;

“Company Termination Amount” means \$2,250,000;

“Competition Act” means the *Competition Act* (Canada);

“Competition Act Clearance” means, (i) the issuance to the Offeror of an advance ruling certificate by the Commissioner under Subsection 102(1) of the *Competition Act* (Canada) to the effect that the Commissioner 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 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;

“Competition Tribunal” means the tribunal established by subsection 3(1) of the *Competition Tribunal Act* (Canada);

“Compulsory Acquisition” has the meaning ascribed thereto in Section 12 of the Circular, *“Acquisition of Common Shares Not Deposited – Compulsory Acquisition”*;

“Convention” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Subsequent Acquisition Transaction”*;

“Convertible Securities” means the Options, the Deferred Share Units and any other securities of Dealnet that are exercisable, exchangeable or redeemable for Common Shares;

“Court” means the Ontario Superior Court of Justice;

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

“COVID-19 Measures” means any measures 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;

“CRA” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations”*;

“Dealnet” means Dealnet Capital Corp., a corporation existing under the OBCA;

“Dealnet Board” means the board of directors of Dealnet;

“Debt Commitment” has the meaning ascribed thereto in Section 8 of the Circular, *“Source of Funds”*;

“Debt Provider” has the meaning ascribed thereto in Section 8 of the Circular, *“Source of Funds”*;

“Deferred Share Units” means the units of Dealnet issued pursuant to the Plan from time to time;

“deposit period news release” has the meaning ascribed thereto in NI 62-104;

“Depository and Information Agent” means Kingsdale Advisors;

“Deposited Common Shares” has the meaning ascribed thereto in Section 3 of the Offer to Purchase, *“Manner of Acceptance – Dividends and Distributions”*;

“Dissenting Offeree” has the meaning ascribed thereto in Section 12 of the Circular, *“Acquisition of Common Shares Not Deposited – Compulsory Acquisition”*;

“Distributions” has the meaning ascribed thereto in Section 3 of the Offer to Purchase, *“Manner of Acceptance – Dividends and Distributions”*;

“DTC” means The Depository Trust Company or its nominee, which at the date hereof is Cede & Co.;

“EcoHome” has the meaning ascribed thereto in Section 2 of the Circular, *“Dealnet”*;

“Effective Time” has the meaning ascribed thereto in Section 3 of the Offer to Purchase, *“Manner of Acceptance – Power of Attorney”*;

“Eligible Institution” means a Canadian Schedule I chartered bank, or an eligible guarantor institution with membership in an approved Medallion signature guarantee program, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Medallion Signature Program (MSP);

“Equity Commitment” has the meaning ascribed thereto in Section 8 of the Circular, *“Source of Funds”*;

“Expiry Time” means 5:00 p.m. (Toronto time) on October 14, 2020, or such earlier or later time or times and date or dates as may be fixed by the Offeror from time to time pursuant to Section 5 of the Offer to Purchase, *“Extension, Variation or Change in the Offer”*;

“Extended Offeror Group” has the meaning ascribed thereto in Section 9 of the Circular, *“Ownership and Trading in Securities of Dealnet”*;

“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;

“Holder” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations”*;

“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;

“initial deposit period” has the meaning ascribed thereto in NI 62-104;

“insider” has the meaning ascribed thereto in the Securities Act;

“Intermediary” has the meaning ascribed thereto under the heading “Questions and Answers about the Offer – How do I tender my Common Shares”;

“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 accompanying the Offer (printed on YELLOW paper);

“Loan” has the meaning ascribed thereto in Section 8 of the Circular, *“Source of Funds”*;

“Loan Documents” has the meaning ascribed thereto in Section 8 of the Circular, *“Source of Funds”*;

“Lock-up Agreements” means the lock-up agreements dated August 22, 2020 between Simply Green and each director and executive officer of Dealnet who beneficially owns, controls or has direction over Common Shares or any securities convertible into or exercisable for Common Shares;

“Locked-up Securityholders” has the meaning ascribed thereto in Section 16 of the Circular, *“Lock-up Agreements”*;

“mandatory 10 day extension period” has the meaning ascribed thereto in Section 0 of the Offer to Purchase, *“Take-up and Payment for Deposited Common Shares”*;

“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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet 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 Dealnet (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 Dealnet trade;

provided, however, (y) if an effect referred to in clauses (a) through to and including (f) above, (i) has a materially disproportionate effect on Dealnet and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which Dealnet 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 Dealnet of its obligations under the Support Agreement or impair or delay Dealnet's ability to consummate the transactions contemplated by the Support Agreement 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

amount 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*, as amended or replaced from time to time;

“**Minimum Tender Condition**” has the meaning ascribed thereto in Section 4 of the Offer to Purchase, “*Conditions of the Offer*”;

“**NI 62-104**” means National Instrument 62-104 – *Take-Over Bids and Issuer Bids*, as amended or replaced from time to time;

“**No-Action Letter**” has the meaning ascribed thereto in Section 14 of the Circular, “*Regulatory Matters – Competition Act*”;

“**Non-Resident Holder**” has the meaning ascribed thereto in Section 18 of the Circular, “*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*”;

“**Notice of Guaranteed Delivery**” means the notice of guaranteed delivery in the form accompanying the Offer (printed on PINK paper);

“**Notifiable Transactions**” has the meaning ascribed thereto in Section 14 of the Circular, “*Regulatory Matters – Competition Act*”;

“**Notification**” has the meaning ascribed thereto in Section 14 of the Circular, “*Regulatory Matters – Competition Act*”;

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Offer**” means the offer to purchase all of the outstanding Common Shares made by the Offeror to the Shareholders, including any Common Shares issued after the date of the Offer and prior to the Expiry Time upon the exercise of Options, but excluding Common Shares owned by or on behalf of the Offeror or any of its affiliates or associates, at the Offer Price;

“**Offer Price**” means a price per Common Share of \$0.16;

“**Offer to Purchase and Circular**” means the Offer to Purchase and the Circular, including, without limitation, the Questions and Answers About the Offer, the Summary and the Glossary;

“**Offeror**” means Simply Group Acquisition Corp., a corporation incorporated under the OBCA;

“**Offeror Group**” has the meaning ascribed thereto in Section 9 of the Circular, “*Ownership and Trading in Securities of Dealnet*”;

“**Offeror’s Notice**” has the meaning ascribed thereto in Section 12 of the Circular, “*Acquisition of Common Shares Not Deposited – Compulsory Acquisition*”;

“**One Contact**” has the meaning ascribed thereto in Section 2 of the Circular, “*Dealnet*”;

“**Optional Extension Period**” has the meaning ascribed thereto in Section 0 of the Offer to Purchase, “*Take-up and Payment for Deposited Common Shares*”;

“**Options**” means outstanding options of Dealnet to acquire Common Shares pursuant to the Plan;

“Ordinary Course” means, with respect to an action taken by Dealnet or its subsidiaries, that such action is consistent with the past practice of Dealnet and its subsidiaries, (including with respect to frequency and quantity) and, if applicable, industry practices, and is taken in the ordinary course of the normal day-to-day operations of the business of Dealnet 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;

“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 to the Support Agreement who is not in default thereunder may extend the Outside Date (upon giving notice thereof to the other party) to up to December 21, 2020;

“parties” means Dealnet and the Offeror, and **“party”** means either 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 Dealnet 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;

“Proposed Amendments” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations”*;

“Purchased Securities” has the meaning ascribed thereto in Section 3 of the Offer to Purchase, *“Manner of Acceptance – Power of Attorney”*;

“Redeemable Shares” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Subsequent Acquisition Transaction”*;

“Raymond James” means Raymond James Financial, Inc.;

“Regulatory Authority” means:

- (a) any multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) or taxing authority thereof, or any ministry or department or agency of any of the foregoing;
- (b) any self-regulatory organization or stock exchange, including, without limitation, the TSXV;
- (c) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and

- (d) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies;

“Resident Holder” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada”*;

“Restricted Event” has the meaning ascribed thereto in Section 4 of the Offer to Purchase, *“Conditions of the Offer”*;

“Securities Act” means the *Securities Act* (Ontario);

“Securities Regulatory Authorities” means the securities commissions and other securities regulatory authorities in Canada, including the TSXV;

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

“Shareholder Financing” has the meaning ascribed thereto in Section 8 of the Circular, *“Source of Funds”*;

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

“Shareholders” means the registered holders of Common Shares;

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

“Statutory Minimum Condition” has the meaning ascribed thereto in Section 4 of the Offer to Purchase, *“Conditions of the Offer”*;

“Subsequent Acquisition Transaction” has the meaning ascribed thereto in Section 12 of the Circular, *“Acquisition of Common Shares Not Deposited – Subsequent Acquisition Transaction”*;

“subsidiary” has the meaning ascribed thereto in section 1.1. of National Instrument 45-106 – *Prospectus 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 Dealnet 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 Dealnet 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 Dealnet 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);

“Supplementary Information Request” has the meaning ascribed thereto in Section 14 of the Circular, *“Regulatory Matters – Competition Act”*;

“Support Agreement” means the support agreement between Simply Green and Dealnet entered into on August 22, 2020, 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 Depositary and Information Agent and “take-up”, “taking up” and “taken up” have corresponding meanings;

“Tax Act” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations”*;

“taxable capital gain” has the meaning ascribed thereto in Section 18 of the Circular, *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Sale Pursuant to the Offer”*;

“TSXV” means the TSX Venture Exchange;

“U.S. Exchange Act” means the United States Securities Exchange Act of 1934, as amended; and

“VWAP” means volume-weighted average price.

OFFER TO PURCHASE

The accompanying Circular, which is incorporated into and forms part of this Offer to Purchase, contains important information that should be read carefully before making a decision with respect to this Offer. Unless the context otherwise requires, terms used but not defined in this Offer to Purchase have the respective meanings ascribed thereto in the accompanying Glossary.

September 9, 2020

TO: THE HOLDERS OF COMMON SHARES

1. The Offer

The Offeror hereby offers to purchase, on the terms and subject to the conditions of the Offer, all of the issued and outstanding Common Shares (other than Common Shares owned by the Offeror or any of its affiliates or associates), which term includes, for greater certainty, any Common Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time upon the exercise, exchange or redemption of Options, at a price of \$0.16 in cash per Common Share.

The Offer is being made only for Common Shares and not for any Convertible Securities. Holders of Convertible Securities who wish to accept the Offer must, to the extent permitted by the terms of the applicable Convertible Security or Convertible Securities and applicable Law, exercise, exchange or redeem such Options in order to obtain certificate(s) or other evidence representing Common Shares and validly deposit those Common Shares in accordance with the terms of the Offer. Any such exercise, exchange or redemption must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Convertible Security or Convertible Securities will have the certificate(s) or other evidence representing the Common Shares received on such exercise, exchange or redemption available for deposit at or prior to the Expiry Time in accordance with the terms of the Offer, or in sufficient time to comply with the procedures referred to under Section 3 of this Offer to Purchase, "*Manner of Acceptance – Procedure for Guaranteed Delivery*".

The Offer represents a premium of 33% to the closing price of the Common Shares on the TSXV on August 21, 2020 (the last trading day prior to the announcement of the Offer), a premium of 52% to the 30-day VWAP on the TSXV for the period ending August 21, 2020 and a premium of 93% to the 90-day VWAP on the TSXV for the period ending August 21, 2020.

The obligation of the Offeror to take up and pay for Common Shares pursuant to the Offer is subject to certain conditions. See Section 4 of this Offer to Purchase, "*Conditions of the Offer*".

All amounts payable under the Offer will be paid in Canadian dollars.

Shareholders who do not validly deposit their Common Shares under the Offer will not be entitled to any right of dissent or appraisal in connection with the Offer. However, Shareholders who do not validly deposit their Common Shares under the Offer may have certain rights of dissent in the event the Offeror elects to acquire such Common Shares by way of a Compulsory Acquisition or Subsequent Acquisition Transaction, including, without limitation, the right to seek judicial determination of the fair value of their Common Shares. See Section 12 of the Circular, "*Acquisition of Common Shares Not Deposited*".

Shareholders should contact the Depositary and Information Agent for assistance in accepting the Offer and in depositing Common Shares with the Depositary and Information Agent. The Depositary and Information Agent, Kingsdale Advisors, can be contacted by telephone toll-free at 1-866-851-3214 within North America and at 1-416- 867-2272 outside of North America or by e-mail at contactus@kingsdaleadvisors.com.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depositary and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply.

Shareholders whose Common Shares are registered in the name of an Intermediary should immediately contact that Intermediary for assistance if they wish to accept the Offer, in order to take the necessary steps to be able to deposit their Common Shares under the Offer. Intermediaries likely have established tendering cut-off times that are prior to the Expiry Time. Shareholders must instruct their Intermediaries promptly if they wish to tender to the Offer.

Neither this Offer to Purchase nor the Circular constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made to, nor will deposits be accepted from or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

2. Time for Acceptance

The Offer is open for acceptance from the date of the Offer until 5:00 p.m. (Toronto time) on October 14, 2020, or such earlier or later time or times and date or dates as may be fixed by the Offeror from time to time pursuant to Section 5 of this Offer to Purchase, "*Extension, Variation or Change in the Offer*", unless the Offer is withdrawn by the Offeror. The Offeror will not amend the Offer to cause the Expiry Time to occur earlier than 35 days following the date of the Offer. If the Statutory Minimum Condition is satisfied and the other conditions to the Offer are satisfied or, waived at the expiry of the initial deposit period such that the Offeror takes up the Common Shares deposited under the Offer, the Offeror will make a public announcement of the foregoing matters and extend the period during which Common Shares may be deposited and tendered to the Offer for a period of not less than 10 days after the date of such announcement.

See Section 5 of this Offer to Purchase, "*Extension, Variation or Change in the Offer*".

3. Manner of Acceptance

Letter of Transmittal

The Offer may be accepted by registered Shareholders delivering to the Depositary and Information Agent at its office in Toronto, Ontario specified in the accompanying Letter of Transmittal (printed on YELLOW paper) accompanying the Offer, so as to be received at or prior to the Expiry Time:

- (a) certificate(s) or other evidence representing the Common Shares in respect of which the Offer is being accepted;
- (b) a Letter of Transmittal in the form accompanying the Offer, properly completed and executed in accordance with the instructions set out in the Letter of Transmittal (including signature guarantee if required); and
- (c) all other documents required by the terms of the Offer and the Letter of Transmittal.

Participants in CDS or DTC should contact the Depositary and Information Agent with respect to the deposit of their Common Shares under the Offer. The Offeror understands that CDS and DTC will be

issuing instructions to their participants as to the method of depositing such Common Shares under the Offer.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depositary and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply.

The signature on the Letter of Transmittal must be guaranteed by an Eligible Institution or in some other manner acceptable to the Depositary and Information Agent (except that no guarantee is required for the signature of a depositing Shareholder which is an Eligible Institution) if it is signed by a person other than the registered owner(s) of the Common Shares being deposited, or if the Common Shares not purchased are to be returned to a person other than such registered owner(s) or sent to an address other than the address of the registered owner(s) as shown on the registers of Dealnet, or if payment is to be issued in the name of a person other than the registered owner(s) of the Common Shares being deposited. If a Letter of Transmittal is executed by a person other than the registered owner(s) of the Common Shares represented by the certificate(s) deposited therewith, then the certificate(s) must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered holder, with the signature on the endorsement panel or share transfer power of attorney guaranteed by an Eligible Institution.

The Offer will be deemed to be accepted only if the Depositary and Information Agent has actually received these documents at its office in Toronto, Ontario specified in the Letter of Transmittal at or prior to the Expiry Time. Alternatively, Common Shares may be deposited under the Offer in compliance with the procedures for guaranteed delivery set out below under the heading “– *Procedure for Guaranteed Delivery*” or in compliance with the procedures for book-entry transfers set out below under the heading “– *Acceptance by Book-Entry Transfer*”.

Procedure for Guaranteed Delivery

If a registered Shareholder wishes to deposit Common Shares pursuant to the Offer and: (i) the certificate(s) or other evidence representing such Common Shares is (are) not immediately available; (ii) the beneficial Shareholder cannot complete the procedure for book-entry transfer of the Common Shares on a timely basis; or (iii) the certificate(s) and all other required documents cannot be delivered to the Depositary and Information Agent at or prior to the Expiry Time, such Common Shares may nevertheless be deposited under the Offer provided that all of the following conditions are met:

- (a) the deposit is made by or through an Eligible Institution;
- (b) a properly completed and executed Notice of Guaranteed Delivery (printed on PINK paper) in the form accompanying the Offer, including the guarantee of delivery by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depositary and Information Agent at its office in Toronto, Ontario specified in the Notice of Guaranteed Delivery at or prior to the Expiry Time; and
- (c) the certificate(s) or other evidence representing all Deposited Common Shares, in proper form for transfer together with a Letter of Transmittal, properly completed and duly executed as required by the instructions set out in the Letter of Transmittal (including signature guarantee if required), or, in the case of a book-entry transfer, a Book-Entry Confirmation with respect to such Deposited Common Shares and all other documents required by the terms of the Offer and the Letter of Transmittal, are received by the Depositary and Information Agent at its office in Toronto, Ontario specified in the Letter of Transmittal prior to 5:00

p.m. (Toronto time) on the second trading day on the TSXV after the Expiry Time.

The Notice of Guaranteed Delivery must be delivered by courier or mailed to the Depositary and Information Agent at its office in Toronto, Ontario specified in the Notice of Guaranteed Delivery at or prior to the Expiry Time and must include a guarantee by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery.

Lost Certificates

If a certificate representing Common Shares has been lost or destroyed, the Letter of Transmittal should be completed to the extent possible and forwarded, together with a letter describing the loss and a contact telephone number, to the Depositary and Information Agent at its office specified in the Letter of Transmittal. The Depositary and Information Agent will forward a copy to the transfer agent for the Common Shares and such transfer agent will advise the Shareholder of the steps that the Shareholder must take to obtain a replacement certificate for its Common Shares. The foregoing action must be taken sufficiently in advance of the Expiry Time in order to obtain a replacement certificate in sufficient time to permit the Common Shares represented by the replacement certificate to be deposited under the Offer at or prior to the Expiry Time.

Acceptance by Book-Entry Transfer

Beneficial Shareholders who hold their Common Shares through an Intermediary may accept the Offer by following the procedures for a book-entry transfer established by CDS, at or prior to the Expiry Time. The Depositary and Information Agent has established an account at CDS for the purpose of the Offer. Any financial institution that is a participant in CDS may cause CDS to make a book-entry transfer of a Shareholder's Common Shares into the Depositary and Information Agent's account in accordance with CDS procedures for such transfer. Delivery of Common Shares to the Depositary and Information Agent by means of a book-entry transfer will constitute a valid deposit of such Common Shares under the Offer.

Beneficial Shareholders, through their respective CDS participants, who utilize CDSX to accept the Offer through a book-entry transfer of their holdings of Common Shares into the Depositary and Information Agent's account with CDS shall be deemed to have completed and submitted a Letter of Transmittal and to be bound by the terms thereof and therefore such instructions received by the Depositary and Information Agent are considered a valid deposit under the Offer.

Beneficial Shareholders may also accept the Offer by following the procedures for book-entry transfer established by DTC, at or prior to the Expiry Time. The Depositary and Information Agent has established an account at DTC for the purpose of the Offer. Any financial institution that is a participant in DTC may cause DTC to make a book-entry transfer of a Shareholder's Common Shares into the Depositary and Information Agent's account in accordance with DTC's procedures for such transfer.

General

The Offer will be deemed to be accepted by a Shareholder only if the Depositary and Information Agent has actually received the requisite documents at its office in Toronto, Ontario specified in the Letter of Transmittal at or prior to the Expiry Time. In all cases, payment for Common Shares deposited and taken up by the Offeror will be made only after timely receipt by the Depositary and Information Agent of: (i) the certificate(s) or other evidence representing the Common Shares (or, in the case of a book-entry transfer to the Depositary and Information Agent, a Book-Entry Confirmation for the Common Shares); (ii) a Letter of Transmittal, properly completed and duly executed, covering those Common Shares with the signatures guaranteed, if required, in accordance with the instructions set out in the Letter of Transmittal, or in the case of Common Shares deposited by book-entry transfer, a Book-Entry Confirmation; and (iii) all other documents required by the Letter of Transmittal before 5:00 p.m. (Toronto time) on the second trading day on the TSXV after the Expiry Time.

The method of delivery of certificate(s) or other evidence representing Common Shares, the Letter of Transmittal, the Notice of Guaranteed Delivery and all other required documents is at the option and risk of the person depositing such documents. The Offeror recommends if documents are mailed to the Depositary and Information Agent, that registered mail, with return receipt requested, be used and that proper insurance be obtained. It is suggested that any such mailing be made sufficiently in advance of the Expiry Time to permit delivery to the Depositary and Information Agent at or prior to the Expiry Time. Delivery will only be effective upon actual physical receipt by the Depositary and Information Agent.

All questions as to the validity, form, eligibility (including, without limitation, timely receipt) and acceptance of any Common Shares deposited pursuant to the Offer will be determined by the Offeror in its sole discretion. Depositing Shareholders agree that such determination shall be final and binding. The Offeror reserves the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful to accept under the Laws of any applicable jurisdiction. The Offeror reserves the absolute right to waive any defects or irregularities in any deposit of any Common Shares. There shall be no duty or obligation on the Offeror, the Depositary and Information Agent, or any other person to give notice of any defects or irregularities in any deposit and no liability shall be incurred by any of them for failure to give any such notice. The Offeror's interpretation of the terms and conditions of the Offer, the Circular, the Letter of Transmittal, the Notice of Guaranteed Delivery and any other related documents will be final and binding.

The Offeror reserves the right to permit the Offer to be accepted in a manner other than that set out in this Section 3 of this Offer to Purchase, "*Manner of Acceptance*".

Under no circumstances will interest accrue or any amount be paid by the Offeror or the Depositary and Information Agent to persons depositing Common Shares by reason of any delay in making payments for Common Shares to any person on account of Common Shares accepted for payment under the Offer.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depositary and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply.

Shareholders whose Common Shares are registered in the name of an Intermediary should immediately contact that Intermediary for assistance in depositing their Common Shares if they wish to accept the Offer, in order to take the necessary steps to be able to deposit such Common Shares under the Offer. Intermediaries likely have established tendering cut-off times that are prior to the Expiry Time. Shareholders must instruct their Intermediaries promptly if they wish to tender.

Shareholders should contact the Depositary and Information Agent or a broker or dealer for assistance in accepting the Offer and in depositing Common Shares with the Depositary and Information Agent.

Dividends and Distributions

Subject to the terms and conditions of the Offer and subject, in particular, to Common Shares being validly withdrawn by or on behalf of a depositing Shareholder, and except as provided below, by accepting the Offer pursuant to the procedures set out herein, a Shareholder deposits, sells, assigns and transfers to the Offeror all right, title and interest in and to the Common Shares covered by the Letter of Transmittal or book-entry transfer (collectively, the "**Deposited Common Shares**") and in and to all rights and benefits arising from such Deposited Common Shares, including, without limitation, the benefit of any and all dividends, distributions, payments, securities, property or other interests that may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Common Shares or any of them on and after the date of the Offer, including, without limitation, any dividends, distributions

or payments on such dividends, distributions, payments, securities, property or other interests (collectively, “**Distributions**”).

Power of Attorney

The execution of a Letter of Transmittal (or, in the case of Common Shares deposited by book-entry transfer by the making of a book-entry transfer) irrevocably constitutes and appoints, effective at and after the time (the “**Effective Time**”) that the Offeror takes up the Deposited Common Shares, each director and officer of the Offeror, and any other person designated by the Offeror in writing, as the true and lawful agent, attorney, attorney-in-fact and proxy of the holder of the Deposited Common Shares (which Deposited Common Shares upon being taken up are, together with any Distributions thereon, hereinafter referred to as the “**Purchased Securities**”) with respect to such Purchased Securities, with full power of substitution (such powers of attorney, being coupled with an interest, being irrevocable), in the name of and on behalf of such Shareholder:

- (a) to register or record the transfer and/or cancellation of such Purchased Securities, to the extent consisting of securities, on the appropriate securities registers maintained by or on behalf of Dealnet;
- (b) for so long as any such Purchased Securities are registered or recorded in the name of such Shareholder, to exercise any and all rights of such Shareholder, including, without limitation, the right to vote, to execute and deliver (provided the same is not contrary to applicable Law), as and when requested by the Offeror, any and all instruments of proxy, authorizations or consents in form and on terms satisfactory to the Offeror in respect of any or all Purchased Securities, to revoke any such instruments, authorizations or consents given prior to or after the Effective Time, and to designate in any such instruments, authorizations or consents any person or persons as the proxyholder of such Shareholder in respect of such Purchased Securities for all purposes, including, without limitation, in connection with any meeting or meetings (whether annual, special or otherwise, or any postponements or adjournments thereof, including, without limitation, any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of Dealnet;
- (c) to execute, endorse and negotiate, for and in the name of and on behalf of such Shareholder, any and all cheques or other instruments representing any Distributions payable to or to the order of, or endorsed in favour of, such Shareholder; and
- (d) to exercise any other rights of a Shareholder with respect to such Purchased Securities, all as set out in the Letter of Transmittal.

A Shareholder accepting the Offer under the terms of the Letter of Transmittal (including by book-entry transfer) revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the Shareholder at any time with respect to the Deposited Common Shares or any Distributions. Such depositing Shareholder agrees that no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the Deposited Common Shares or any Distributions by or on behalf of the depositing Shareholder unless the Deposited Common Shares are not taken up and paid for under the Offer or are withdrawn in accordance with Section 7 of this Offer to Purchase, “*Withdrawal of Deposited Common Shares*”.

A Shareholder accepting the Offer under the terms of the Letter of Transmittal (including by book-entry transfer) also agrees not to vote any of the Purchased Securities at any meeting (whether annual, special or otherwise or any postponements or adjournments thereof, including, without limitation, any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of Dealnet and, except

as may otherwise be agreed with the Offeror, not to exercise any of the other rights or privileges attached to the Purchased Securities, and agrees to execute and deliver to the Offeror any and all instruments of proxy, authorizations or consents in respect of all or any of the Purchased Securities, and agrees to designate or appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by the Offeror as the proxy or the proxy nominee or nominees of the holder of the Purchased Securities. Upon such appointment, all prior proxies and other authorizations (including, without limitation, all appointments of any agent, attorney or attorney-in-fact) or consents given by the holder of such Purchased Securities with respect thereto will be revoked and no subsequent proxies or other authorizations or consents may be given by such person with respect thereto.

Further Assurances

A Shareholder accepting the Offer covenants under the terms of the Letter of Transmittal (including by book-entry transfer) to execute, upon request of the Offeror, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Securities to the Offeror. Each authority therein conferred or agreed to be conferred is, to the extent permitted by applicable Law, irrevocable and may be exercised during any subsequent legal incapacity of such Shareholder and shall, to the extent permitted by applicable Law, survive the death or incapacity, bankruptcy or insolvency of the Shareholder and all obligations of the Shareholder therein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of such Shareholder.

Formation of Agreement; Shareholder's Representations and Warranties

The acceptance of the Offer pursuant to the procedures set out above constitutes a binding agreement between a depositing Shareholder and the Offeror, effective immediately following the time at which the Offeror takes up the Common Shares deposited by such Shareholder, in accordance with the terms and conditions of the Offer and the Letter of Transmittal. This agreement includes a representation and warranty by the depositing Shareholder that: (i) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made has full power and authority to deposit, sell, assign and transfer the Deposited Common Shares and all rights and benefits arising from such Deposited Common Shares, including, without limitation, any Distributions; (ii) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made owns the Deposited Common Shares and any Distributions deposited under the Offer; (iii) the Deposited Common Shares and Distributions have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Common Shares or Distributions, to any other person; (iv) the deposit of the Deposited Common Shares and Distributions complies with applicable Law; and (v) when the Deposited Common Shares are taken up and paid for by the Offeror, the Offeror will acquire good title thereto (and to any Distributions), free and clear of all security interests, liens, restrictions, charges, encumbrances, claims and rights of others.

4. Conditions of the Offer

Notwithstanding any other provision of the Offer, but subject to applicable Law, and in addition to (and not in limitation of) the Offeror's right to vary or change the Offer at any time prior to the Expiry Time pursuant to Section 5 of this Offer to Purchase, "*Extension, Variation or Change in the Offer*", the Offeror will not take up, purchase or pay for, any Common Shares unless all of the terms and conditions of the Offer have been complied with or waived and, at 5:00 p.m. (Toronto time) on October 14, 2020 or such earlier or later time during which Common Shares may be deposited under the Offer, excluding the mandatory 10 day extension period or any extension thereafter, there shall have been validly deposited under the Offer and not withdrawn that number of Common Shares, that constitutes more than 50% of the outstanding Common Shares, excluding any Common Shares beneficially owned, or over which control or direction is exercised, by the Offeror or by any person acting jointly or in concert with the Offeror (the "**Statutory Minimum Condition**"). In the event that the Statutory Minimum Condition is not satisfied, the Offeror will have the right to withdraw or terminate the Offer or to extend the period of time during which the Offer is open for acceptance. The foregoing condition cannot be waived by the Offeror.

In addition, the Offeror will have the right to withdraw the Offer and not take up or pay for any Common Shares deposited under the Offer, unless all of the following additional conditions are satisfied or waived by the Offeror at or prior to 5:00 p.m. (Toronto time) on October 14, 2020 or such earlier or later time during which Common Shares may be deposited under the Offer, excluding the mandatory 10 day extension period or any extension thereafter:

- (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, 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 $\frac{2}{3}$ % 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 have been terminated in accordance with their terms;
- (c) Dealnet shall have complied in all material respects with its covenants and obligations under the Support 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 Dealnet (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 Dealnet in Section 3.1(a) through to and including Section 3.1(f) 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 Dealnet in Section 3.1(a) through to and including Section 3.1(f) 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 Dealnet, 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 Chief Financial Officer of Dealnet (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 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) (A) 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 Dealnet 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, (B) 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;
 - (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 Dealnet 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 Dealnet 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 the Support Agreement;
- (h) there shall not exist or have occurred (or, if there does exist or shall have occurred prior to the date of the Support Agreement, there shall not have been disclosed, generally or to the Offeror in writing on or before the execution and delivery of the Support Agreement) any Material Adverse Effect, and the Offeror shall have received a certificate of the Chief Executive Officer and the Chief Financial Officer of Dealnet (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 Dealnet with any securities authority in Canada or elsewhere which constitutes a Material Adverse Effect;
- (j) all outstanding Options and Deferred Share Units shall have been exercised, converted, cancelled or otherwise dealt with in accordance with Section 2.5 of the Support Agreement; and
- (k) the Dealnet Board shall not have authorized the issuance of any securities or the grant of further Options, Deferred Share Units 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 exclusive benefit of the Offeror. The Offeror may assert any of the foregoing conditions at any time, regardless of the circumstances giving rise to such assertion (including, without limitation, any action or inaction by the Offeror giving rise to any such assertions). In all cases, when exercising its sole judgment or discretion, the Offeror intends to act reasonably. The Offeror may waive any of the foregoing conditions in its sole discretion, in whole or in part, at any time and from time to time, both before and after the Expiry Time, without prejudice to any other rights which the Offeror may have. Each of the foregoing conditions is independent of and in addition to each other of such conditions and may be asserted irrespective of whether any other of such conditions may be asserted in connection with any particular event, occurrence or state of facts or otherwise. The failure by the Offeror at any time to exercise or assert any of the foregoing rights shall not be deemed to constitute a waiver of any such right; the waiver of any such right with respect to particular facts or circumstances shall not be deemed to constitute a waiver with respect to any other facts or circumstances, and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time by the Offeror. Any determination by the Offeror concerning any event or other matter described in the foregoing conditions will be final and binding upon all parties.

Any waiver of a condition or the withdrawal of the Offer shall be effective upon written notice or other communication confirmed in writing by the Offeror to that effect to the Depositary and Information Agent at its principal office in Toronto, Ontario. The Offeror, promptly after giving any such notice or other communication, shall issue and file a press release announcing such waiver or withdrawal and shall cause the Depositary and Information Agent, if required by Law, as soon as practicable thereafter to notify the Shareholders thereof in the manner set out in Section 10 of this Offer to Purchase, "*Notices and Delivery*". If the Offer is withdrawn, the Offeror shall not be obligated to take up or pay for any Common Shares deposited under the Offer and the Depositary and Information Agent will promptly return all certificate(s) or other evidence representing deposited Common Shares, Letters of Transmittal, Notices of Guaranteed Delivery and related documents to the parties by whom they were deposited at the Offeror's expense. See Section 8 of this Offer to Purchase, "Return of Deposited Common Shares".

5. Extension, Variation or Change in the Offer

The Offer is open for acceptance from the date of the Offer until the Expiry Time, subject to extension or variation in the Offeror's sole discretion or as set out below, unless the Offer is withdrawn by the Offeror. In addition, if the Offeror takes up Common Shares deposited under the Offer at the Expiry Time, the Offer will be extended and will be open for acceptance for an additional period of not less than 10 days from the date on which the Common Shares are first taken up, provided that the Offeror does not take up

and pay for 100% of the issued and outstanding Common Shares at the expiry of the initial deposit period.

Subject to the limitations set out below, the Offeror reserves the right, in its sole discretion, at any time and from time to time while the Offer is open for acceptance (or at any other time if permitted by applicable Law) to vary the terms of the Offer (including, without limitation, by extending or abridging the period during which Common Shares may be deposited under the Offer where permitted by Law).

Where the terms of the Offer are varied, the Offer will not expire before 10 days after the notice of such variation has been given to the Shareholders, unless otherwise permitted by applicable Law and subject to abridgement or elimination of that period pursuant to such orders or other forms of relief as may be granted by applicable Securities Regulatory Authorities.

The Offeror and the Dealnet Board have agreed to an initial deposit period of 35 days.

If, before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal with respect to the Offer, the terms of the Offer are varied (other than a variation in the terms of the Offer consisting solely of the waiver of a condition in the Offer and any extension of the Offer resulting from the waiver), including any reduction of the period during which securities may be deposited under the Offer pursuant to applicable Law, or any extension of the period during which securities may be deposited under the Offer pursuant to applicable Law, and whether or not that variation results from the exercise of any right contained in the Offer, the Offeror will promptly (a) issue and file a news release to the extent and in the manner required by applicable Law, and (b) send a notice of variation in the manner set out in Section 5 of the Offer to Purchase, "*Extension, Variation or Change in the Offer*", to every person to whom the Offer is required to be sent under applicable Law and whose Common Shares were not taken up before the date of the variation. If there is a notice of variation, the period during which Common Shares may be deposited under the Offer must not expire before 10 days after the date of the notice of variation. If the Offeror is required to send a notice of variation before the expiry of the initial deposit period, the initial deposit period for the Offer must not expire before 10 days after the date of the notice of variation, and the Offeror must not take up Common Shares deposited under the Offer before 10 days after the date of the notice of variation. Accordingly, if, prior to the Expiry Time, the Offeror decreases the number of Common Shares being sought, increases or decreases the consideration offered pursuant to the Offer, and if the Offer is scheduled to expire at any time earlier than the 10th business day from the date that notice of such increase or decrease is first published, sent or given to Shareholders, the Offer will be extended at least until the expiration of such 10th business day.

In addition, the Offeror will file a copy of such notice of variation and will provide a copy of such notice in the manner required by applicable Law as soon as practicable thereafter to Dealnet and the Securities Regulatory Authorities, as applicable. Any notice of variation of the Offer will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated to the Depository at its principal office in Toronto, Ontario. If the variation consists solely of a waiver of a condition, the Offeror will promptly issue and file a news release announcing the waiver.

If, before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal with respect to the Offer, a change occurs in the information contained in the Offer to Purchase or the Circular or any notice of change or notice of variation that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Offer (other than a change that is not within the control of the Offeror or of an affiliate of the Offeror), the Offeror will promptly (a) issue and file a news release of such change to the extent and in the manner required by applicable Law, and (b) send a notice of the change in the manner set out under "*Notices and Delivery*" in Section 10 of the Offer to Purchase, to every person to whom the Offer was required to be sent and whose Common Shares were not taken up before the date of the change. If the Offeror is required to send a notice of change before the expiry of the initial deposit period, the initial deposit period for the Offer must not expire before 10 days after the date of the notice of change, and the Offeror must not take up Common Shares deposited under the Offer before 10 days after the date of the notice of change. In addition, the Offeror will file a copy of such notice and will provide a copy of such notice in the manner required by applicable Law as soon as practicable thereafter

to Dealnet, the TSXV and the Securities Regulatory Authorities, as applicable. Any notice of change in information will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated to the Depositary at its principal office in Toronto, Ontario. Notwithstanding the foregoing, but subject to applicable Law, the Offer may not be extended by the Offeror if all of the terms and conditions of the Offer, except those waived by the Offeror, have been fulfilled or complied with, unless the Offeror first takes up all Common Shares deposited under the Offer and not withdrawn.

During any extension or in the event of any variation of the Offer or change in information, all Common Shares previously deposited and not taken up or withdrawn will remain subject to the Offer and may be taken up by the Offeror in accordance with the terms hereof, subject to “*Withdrawal of Deposited Common Shares*” in Section 7 of the Offer to Purchase. An extension of the Expiry Time, a variation of the Offer or a change in information does not, unless otherwise expressly stated, constitute a waiver by the Offeror of its rights under “*Conditions of the Offer*” in Section 4 of the Offer to Purchase.

If, prior to the Expiry Time, the consideration under the Offer is increased, the increased consideration will be paid to all depositing Shareholders whose Common Shares are taken up under the Offer, whether or not such Common Shares were taken up before the increase.

6. Take-Up of and Payment for Deposited Common Shares

If, at the expiry of the initial deposit period, the Statutory Minimum Condition has been satisfied and all of the other conditions described in Section 4 of this Offer to Purchase, “*Conditions of the Offer*” have been satisfied or waived by the Offeror, the Offeror will, not less than 10 days after the initial deposit period for the Offer, take up the Common Shares validly deposited under the Offer and not withdrawn. The Offeror will pay for Common Shares taken up under the Offer as soon as possible, and in any event not later than three business days after the Common Shares deposited under the Offer are taken up. In accordance with applicable Law, if the Offeror is obligated to take up such Common Shares, the Offeror will extend the period during which Common Shares may be deposited under the Offer for an additional period of at least 10 days following the expiry of the initial deposit period (the “**mandatory 10-day extension period**”) and may extend the deposit period after expiration of the mandatory 10 day extension period (“**Optional Extension Periods**”). The Offeror will take up and pay for Common Shares deposited under the Offer during the mandatory 10 day extension period and any Optional Extension Period not later than 10 days after such deposit.

The Offeror will be deemed to have taken up and accepted for payment Common Shares validly deposited and not withdrawn under the Offer if, as and when the Offeror gives written notice, or other communication confirmed in writing, to the Depositary and Information Agent at its principal office in Toronto, Ontario to that effect. Subject to applicable Law, the Offeror expressly reserves the right, in its sole discretion to, on or after the Expiry Time, terminate or withdraw the Offer and not take up or pay for any Common Shares if any condition specified in Section 4 of this Offer to Purchase, “*Conditions of the Offer*”, is not satisfied or waived, by giving written notice thereof, or other communication confirmed in writing, to the Depositary and Information Agent at its principal office in Toronto, Ontario. The Offeror will not, however, take up and pay for any Common Shares deposited under the Offer unless it simultaneously takes up and pays for all Common Shares then validly deposited under the Offer and not withdrawn.

The Offeror will pay for Common Shares validly deposited under the Offer and not withdrawn by providing the Depositary and Information Agent with sufficient funds (by bank transfer or other means satisfactory to the Depositary and Information Agent) for transmittal to depositing Shareholders. Under no circumstances will interest accrue or be paid by the Offeror or the Depositary and Information Agent to persons depositing Common Shares on the purchase price of Common Shares purchased by the Offeror, regardless of any delay in making payments for Common Shares.

The Depositary and Information Agent will act as the agent of persons who have deposited Common Shares in acceptance of the Offer for the purposes of receiving payment from the Offeror and transmitting

such payment to such persons, and receipt of payment by the Depositary and Information Agent will be deemed to constitute receipt of payment by persons depositing Common Shares under the Offer.

All cash payments under the Offer will be made in Canadian dollars.

Settlement with each Shareholder who has validly deposited (and not withdrawn) Common Shares under the Offer will be made by the Depositary and Information Agent issuing or causing to be issued a cheque (except for payments in excess of \$25 million, which will be made by wire transfer, as set out in the Letter of Transmittal) payable in Canadian funds in the amount to which the person depositing Common Shares is entitled. Unless otherwise directed by the Letter of Transmittal, the cheque will be issued in the name of the registered holder of the Common Shares so deposited. Unless the person depositing the Common Shares makes specific alternative arrangements with the Depositary and Information Agent, the cheque will be forwarded by first class mail to such person at the address specified in the Letter of Transmittal. If no such address is specified, the cheque will be sent to the address of the registered holder as shown on the securities register maintained by or on behalf of Dealnet. Cheques mailed in accordance with this paragraph will be deemed to be delivered at the time of mailing. Pursuant to applicable Law, the Offeror may, in certain circumstances, be required to make withholdings from the amount otherwise payable to a Shareholder.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depositary and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply.

7. Withdrawal of Deposited Common Shares

Except as otherwise stated in this Section 7 of this Offer to Purchase, “*Withdrawal of Deposited Common Shares*” or as otherwise required by applicable Law, all deposits of Common Shares under the Offer are irrevocable. Unless otherwise required or permitted by applicable Law, any Common Shares deposited in acceptance of the Offer may be withdrawn by or on behalf of the depositing Shareholder:

- (a) at any time before the deposited Common Shares have been taken up by the Offeror under the Offer;
- (b) at any time before the expiration of 10 days from the date upon which either:
 - (i) a notice of change relating to a change which has occurred in the information contained in this Offer to Purchase or the Circular, a notice of change or a notice of variation, that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Offer (other than a change that is not within the control of the Offeror or of an affiliate of the Offeror), in the event that such change occurs before the Expiry Time or after the Expiry Time but before the expiry of all rights to withdraw Common Shares deposited under the Offer; or
 - (ii) a notice of variation concerning a variation in the terms of the Offer (other than a variation consisting solely of an increase in the consideration offered for the Common Shares where the Expiry Time is not extended for more than 10 days, or a variation consisting solely of a waiver of one or more conditions of the Offer, or both), is mailed, delivered or otherwise properly communicated (subject to abridgement of that period pursuant to such order or orders or other forms of relief as may be granted by applicable courts or Regulatory Authorities) and only

if such deposited Common Shares have not been taken up by the Offeror at the date of the notice; or

- (c) if the deposited Common Shares have not been paid for by the Offeror within three business days after the Common Shares have been taken up by the Offeror under the Offer.

Withdrawals of Common Shares deposited under the Offer must be effected by written notice of withdrawal made by or on behalf of the depositing Shareholder and must be actually received by the Depositary and Information Agent at the place of deposit of the applicable Common Shares (or Notice of Guaranteed Delivery in respect thereof) within the time limits indicated above. Notices of withdrawal: (i) must be made by a method that provides the Depositary and Information Agent with a written or printed copy; (ii) must be signed by or on behalf of the person who signed the Letter of Transmittal accompanying (or Notice of Guaranteed Delivery in respect of) the Common Shares which are to be withdrawn; and (iii) must specify such person's name, the number of Common Shares to be withdrawn, the name of the registered holder and the certificate number shown on each certificate representing the Common Shares to be withdrawn. Any signature in a notice of withdrawal must be guaranteed by an Eligible Institution in the same manner as in a Letter of Transmittal (as described in the instructions set out therein), except in the case of Common Shares deposited for the account of an Eligible Institution.

If Common Shares have been deposited pursuant to the procedures for book-entry transfer, as set out in Section 3 of this Offer to Purchase, "*Manner of Acceptance – Acceptance by Book-Entry Transfer*", withdrawn Common Shares must comply with the procedures of CDS or DTC, as applicable.

A withdrawal of Common Shares deposited under the Offer can only be accomplished in accordance with the foregoing procedures. The withdrawal will take effect only upon actual receipt by the Depositary and Information Agent of the properly completed and executed written notice of withdrawal.

Intermediaries may set deadlines for the withdrawal of Common Shares deposited under the Offer that are earlier than those specified above. Shareholders should contact their Intermediaries for assistance.

All questions as to the validity (including, without limitation, timely receipt) and form of notice of withdrawal will be determined by the Offeror in its sole discretion and such determination will be final and binding. There is no duty or obligation of the Offeror, the Depositary and Information Agent or any other person to give notice of any defect or irregularity in any notice of withdrawal and no liability shall be incurred or suffered by any of them for failure to give such notice.

If the Offeror extends the period of time during which the Offer is open, is delayed in taking up or paying for Common Shares or is unable to take up or pay for Common Shares for any reason, then, without prejudice to the Offeror's other rights, Common Shares deposited under the Offer may, subject to applicable Law, be retained by the Depositary and Information Agent on behalf of the Offeror until such Common Shares are withdrawn by Shareholders in accordance with this Section 7 of this Offer to Purchase, "*Withdrawal of Deposited Common Shares*" or pursuant to applicable Law.

Withdrawals cannot be rescinded and any Common Shares withdrawn will be deemed not validly deposited for the purposes of the Offer, but may be re-deposited at any subsequent time at or prior to the Expiry Time by following any of the procedures described in Section 3 of this Offer to Purchase, "*Manner of Acceptance*".

In addition to the foregoing rights of withdrawal, Shareholders in the provinces and territories of Canada are entitled to one or more statutory rights of rescission, price revision or to damages in certain circumstances. See Section 21 of the Circular, "*Statutory Rights*".

8. Return of Deposited Common Shares

Any Deposited Common Shares that are not taken up and paid for by the Offeror pursuant to the terms and conditions of the Offer for any reason will be promptly returned, at the Offeror's expense, to the depositing Shareholder after the Expiry Time or withdrawal of the Offer, by either: (i) sending certificate(s) or other evidence representing the Common Shares not purchased by first-class insured mail to the address of the depositing Shareholder specified in the Letter of Transmittal or, if such name or address is not so specified, in such name and to such address as shown on the securities register maintained by or on behalf of Dealnet; or (ii) in the case of Common Shares deposited by book-entry transfer of such Common Shares pursuant to the procedures set out in Section 3 of this Offer to Purchase, "*Manner of Acceptance – Acceptance by Book-Entry Transfer*", such Common Shares will be credited to the depositing holder's account maintained with CDS or DTC, as applicable.

9. Changes in Capitalization; Adjustments; Liens

If, on or after the date of the Offer, Dealnet should divide, combine, reclassify, consolidate, convert or otherwise change any of the Common Shares or its capitalization, issue any Common Shares, or issue, grant or sell any Convertible Securities, or disclose that it has taken or intends to take any such action, then the Offeror may, in its sole discretion and without prejudice to its rights under Section 4 of this Offer to Purchase, "*Conditions of the Offer*", make such adjustments as it considers appropriate to the purchase price and other terms of the Offer (including, without limitation, the type of securities offered to be purchased and the amount payable therefor) to reflect such division, combination, reclassification, consolidation, conversion, issuance, grant, sale or other change. See Section 5 of this Offer to Purchase, "*Extension, Variation or Change in the Offer*".

Common Shares and any Distributions acquired under the Offer shall be transferred by the Shareholder and acquired by the Offeror free and clear of all liens, restrictions, charges, encumbrances, claims and equities and together with all rights and benefits arising therefrom, including, without limitation, the right to any and all dividends, distributions, payments, securities, property, rights, assets or other interests which may be accrued, declared, paid, issued, distributed, made or transferred on or after the date of the Offer on or in respect of the Common Shares, whether or not separated from the Common Shares.

If, on or after the date of the Offer, Dealnet should declare, set aside or pay any dividend or declare, make or pay any other distribution or payment on or declare, allot, reserve or issue any securities, rights or other interests with respect to any Common Share, which is or are payable or distributable to Shareholders on a record date prior to the date of transfer into the name of the Offeror or its intermediary or transferee on the securities register maintained by or on behalf of Dealnet in respect of Common Shares accepted for purchase under the Offer, then (and without prejudice to its rights under Section 4 of this Offer to Purchase, "*Conditions of the Offer*"): (i) in the case of any such cash dividends, distributions or payments that in an aggregate amount do not exceed the purchase price per Common Share payable, the purchase price per Common Share payable by the Offeror pursuant to the Offer will be reduced by the amount of any such dividend, distribution or payment; and (ii) in the case of any such cash dividends, distributions or payments that in an aggregate amount exceeds the purchase price per Common Share payable by the Offeror pursuant to the Offer, or in the case of any non-cash dividend, distribution, payment, securities, property, rights, assets or other interests, the whole of any such dividend, distribution, payment, securities, property, rights, assets or other interests (and not simply the portion that exceeds the purchase price per Common Share payable by the Offeror under the Offer), the amount of any excess will be received and held by the depositing Shareholder for the account of the Offeror and will be promptly remitted and transferred by the depositing Shareholder to the Depositary and Information Agent for the account of the Offeror, accompanied by appropriate documentation of transfer. The Offeror will be entitled to deduct from the cash consideration payable by the Offeror under the Offer the amount or value thereof, as determined by the Offeror in its sole discretion.

The declaration or payment of any such dividend or distribution may have tax consequences not described under Section 18 of the Circular, "*Certain Canadian Federal Income Tax*"

Considerations". Shareholders should consult their own tax advisors as to the tax consequences of the declaration or payment of any such dividend or distribution.

10. Notices and Delivery

Without limiting any other lawful means of giving notice, and unless otherwise specified by applicable Law, any notice to be given by the Offeror or the Depositary and Information Agent under the Offer will be deemed to have been properly given if it is mailed by first class mail, postage prepaid, to the registered Shareholders (and to registered holders of Convertible Securities) at their respective addresses as shown on the register maintained by or on behalf of Dealnet in respect of the Common Shares or Convertible Securities, as the case may be, and, unless otherwise specified by applicable Law, will be deemed to have been received on the first business day following the date of mailing. For this purpose, "business day" means any day other than a Saturday, Sunday or statutory holiday in the jurisdiction to which the notice is mailed. These provisions apply notwithstanding any accidental omission to give notice to any one or more Shareholders (or holders of Convertible Securities) and notwithstanding any interruption of mail services following mailing. Except as otherwise permitted by applicable Law, if mail service is interrupted or delayed following mailing, the Offeror intends to make reasonable efforts to disseminate the notice by other means, such as publication. Except as otherwise required or permitted by applicable Law, if post offices in Canada are not open for the deposit of mail, any notice which the Offeror or the Depositary and Information Agent may give or cause to be given to Shareholders under the Offer will be deemed to have been properly given and to have been received by Shareholders if: (i) it is given to the TSXV for dissemination through its facilities; (ii) it is published once in the National Edition of *The Globe and Mail* or *The National Post* and in Québec, in *Le Devoir*, in French; or (iii) it is delivered to GlobeNewswire, MarketWired or Canada Newswire for dissemination through their respective facilities.

This Offer to Purchase, the Circular and the accompanying Letter of Transmittal and Notice of Guaranteed Delivery will be mailed to registered Shareholders (and to registered holders of Convertible Securities) by first class mail, postage prepaid, or made in such other manner as is permitted by applicable Law and the Offeror will use its reasonable efforts to furnish such documents to Intermediaries whose names, or the names of whose nominees, appear in the register maintained by or on behalf of Dealnet in respect of the Common Shares or, if security position listings are available, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to the beneficial owners of Common Shares where such listings are received.

These security holder materials are being sent to both registered and non-registered owners of securities. If you are a non-registered owner, and the Offeror or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable regulatory requirements from the Intermediary holding such securities on your behalf.

Wherever the Offer calls for documents to be delivered to the Depositary and Information Agent, such documents will not be considered delivered unless and until they have been physically received at the Toronto, Ontario office of the Depositary and Information Agent specified in the Letter of Transmittal or the Notice of Guaranteed Delivery, as applicable.

11. Mail Service Interruption

Notwithstanding the provisions of this Offer to Purchase, the Circular and the accompanying Letter of Transmittal and Notice of Guaranteed Delivery, cheques and any other relevant documents will not be mailed if the Offeror determines that delivery thereof by mail may be delayed, including a delay caused by or in direct relation to the COVID-19 pandemic. Persons entitled to cheques or any other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary and Information Agent to which the deposited certificate(s) for Common Shares were delivered until such time as the Offeror has determined that delivery by mail will no longer be delayed. The Offeror shall provide notice of any such determination not to mail made under this Section 11 of this Offer to Purchase, "*Mail Service Interruption*" as soon as reasonably practicable after the making of such

determination and in accordance with Section 10 of this Offer to Purchase, “*Notices and Delivery*”. Notwithstanding Section 0 of this Offer to Purchase, “*Take-Up of and Payment for Deposited Common Shares*”, cheques and any other relevant documents not mailed for the foregoing reason will be conclusively deemed to have been delivered on the first day upon which they are available for delivery to the depositing Shareholder at the Toronto, Ontario office of the Depositary and Information Agent.

12. Market Purchases and Sales of Common Shares

The Offeror reserves the right to, and may, acquire or cause an affiliate or associate to acquire beneficial ownership of Common Shares by making purchases through the facilities of the TSXV at any time, and from time to time, prior to the Expiry Time subject to and in accordance with applicable Law. In no event, however, will the Offeror (or its affiliates or associates) make any such purchases of Common Shares until the third business day following the date of the Offer and the Offeror shall comply with the following requirements under section 2.2(3) of NI 62-104 in the event it decides to make any such purchases:

- (a) such intention shall be stated in a news release issued and filed at least one business day prior to making such purchases;
- (b) the aggregate number of Common Shares beneficially acquired shall not exceed 5% of the outstanding Common Shares as of the date of the Offer, calculated in accordance with applicable Law;
- (c) the purchases shall be made in the normal course through the facilities of the TSXV;
- (d) the Offeror shall issue and file a news release containing the information required under applicable Law immediately after the close of business of the TSXV on each day on which Common Shares have been purchased; and
- (e) the broker involved in such trades shall provide only customary broker services and receive only customary fees or commissions, and no solicitation for the sale or purchase of Common Shares shall be made by the Offeror or its agents (other than under the Offer) or the seller or its agents.

Purchases pursuant to section 2.2(3) of NI 62-104 will not be counted in any determination as to whether the Statutory Minimum Condition has been satisfied, but will be counted in determining whether the Minimum Tender Condition (which condition is waivable by the Offeror in its sole discretion) has been satisfied.

Although the Offeror has no present intention to sell Common Shares taken up under the Offer, the Offeror reserves the right to make or enter into agreements, commitments or understandings at or prior to the Expiry Time to sell any of such Common Shares after the Expiry Time, subject to applicable Law and in compliance with section 2.7(2) of NI 62-104. For the purposes of this Section 12 of this Offer to Purchase, “*Market Purchases and Sales of Common Shares*”, the “Offeror” includes any person acting jointly or in concert with the Offeror.

13. Other Terms of the Offer

- (a) The Offer and all contracts resulting from acceptance thereof shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each party to any agreement resulting from the acceptance of the Offer unconditionally and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

- (b) The Offeror reserves the right to transfer to one or more affiliates of the Offeror the right to purchase all or any portion of the Common Shares deposited pursuant to the Offer, but any such transfer will not relieve the Offeror of its obligations under the Offer and will in no way prejudice the rights of persons depositing Common Shares to receive payment for Common Shares validly deposited and accepted for payment under the Offer.
- (c) In any jurisdiction in which the Offer is required to be made by a licensed broker or dealer, the Offer shall be made on behalf of the Offeror by brokers or dealers licensed under the Laws of such jurisdiction.
- (d) No broker, dealer or other person has been authorized to give any information or make any representation on behalf of the Offeror not contained in this Offer to Purchase or in the Circular, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer or other person shall be deemed to be the agent of the Offeror or the Depositary and Information Agent for the purposes of the Offer.
- (e) The provisions of the Questions and Answers About the Offer, the Glossary, the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery accompanying this Offer to Purchase, including the instructions contained therein, as applicable, form part of the terms and conditions of the Offer.
- (f) The Offeror, in its sole discretion, shall be entitled to make a final and binding determination of all questions relating to the interpretation of the terms and conditions of the Offer (including, without limitation, the satisfaction or waiver of the conditions of the Offer), the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery, the validity of any acceptance of the Offer and the validity of any withdrawals of Common Shares.
- (g) This Offer to Purchase and the Circular do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made to, nor will deposits be accepted from or on behalf of, Shareholders residing in any jurisdiction in which the making or the acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in the Offeror's sole discretion, take such action as the Offeror may deem necessary to make the Offer in any jurisdiction and extend the Offer to Shareholders in any such jurisdiction.
- (h) The Offeror reserves the right to waive any defect in acceptance with respect to any particular Common Shares or any particular Shareholder. There shall be no duty or obligation of the Offeror, the Depositary and Information Agent, or any other person to give notice of any defect or irregularity in the deposit of Common Shares or in any notice of withdrawal and, in each case, no liability shall be incurred or suffered by any of them for failure to give such notice.

DATED: September 9, 2020.

SIMPLY GROUP ACQUISITION CORP.

(signed) Lawrence Krimker

Chief Executive Officer

This Offer to Purchase and the accompanying Circular together constitute the take-over bid circular required under Canadian securities legislation with respect to the Offer. Shareholders are urged to refer to the accompanying Circular for additional information relating to the Offer.

CIRCULAR

This Circular is furnished in connection with the accompanying Offer to Purchase dated September 9, 2020 to purchase all of the issued and outstanding Common Shares. The terms and conditions of the Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery are incorporated into and form part of this Circular. Shareholders should refer to the Offer to Purchase for details of the terms and conditions of the Offer, including, without limitation, details as to payment and withdrawal rights. Unless the context otherwise requires, terms used but not defined in this Circular have the respective meanings given to them in the accompanying Glossary.

No securities tendered to the Offer will be taken up until: (i) more than 50% of the outstanding securities of the class sought (excluding those securities beneficially owned, or over which control or direction is exercised, by the Offeror or any person acting jointly or in concert with the Offeror) have been tendered to the Offer; (ii) the minimum deposit period under applicable securities laws has elapsed; and (iii) any and all other conditions of the Offer have been complied with or waived, as applicable. If these criteria are met, the Offeror will take up securities deposited under the Offer in accordance with applicable securities laws and extend the Offer for an additional minimum period of 10 days to allow for further deposits of securities.

Unless otherwise indicated, the information concerning Dealnet contained in the Offer to Purchase and this Circular has been taken from or is based solely upon publicly available documents and records on file with Securities Regulatory Authorities and other public sources available at the time of the Offer. Although the Offeror has no knowledge that would indicate that any statements contained herein and taken from or based on such documents and records are untrue or incomplete, none of the Offeror or any of its respective officers or directors assumes any responsibility for the accuracy or completeness of such information or for any failure by Dealnet to disclose events or facts that may which may have occurred or which may affect the significance or accuracy of any such information but which are unknown to the Offeror. Unless otherwise indicated, information concerning Dealnet is given as of the date hereof.

1. The Offeror and Simply Green

The Offeror and Simply Green are each incorporated under the laws of the Province of Ontario. Their offices are each located at 2225 Sheppard Avenue East, Suite 800, North York, Ontario, M2J 5C2. The Offeror and Simply Green are affiliates of one another and are each beneficially owned by Lawrence Krimker.

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.

2. Dealnet

Dealnet was incorporated under the laws of the Province of Ontario. Dealnet's head office is located at 130 King Street West, PO Box 158, Suite 501, Toronto, Ontario, M5X 1C7.

Dealnet is the parent company of subsidiaries operating in two market segments, consumer finance and call centre. Dealnet 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 both EcoHome and third-party institutions across Canada and the United States.

3. Certain Information Concerning Securities of Dealnet

Securities subject to the Offer

Dealnet is authorized to issue an unlimited number of Common Shares. Shareholders are entitled to: (i) dividends if, as and when declared by the Dealnet Board, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares; (ii) one vote per Common Share at meetings of Shareholders; and (iii) upon liquidation, dissolution or winding up of Dealnet, receive *pro rata* the remaining property and assets of Dealnet.

4. Background to the Offer

In the ordinary course, the management and board of directors of the Offeror continually evaluate potential acquisitions of businesses and other investment opportunities in order to identify strategic opportunities, including business combination transactions, joint ventures and other commercial transactions, that may be available to add size, scale and diversity of earnings to the Offeror's existing business, support its corporate strategy and enhance shareholder value.

As part of this ordinary course assessment of acquisition opportunities, in March 2020, Simply Green began to give serious consideration to the benefits of an acquisition of Dealnet with whom it has had a prior commercial relationship for many years through the sale of commercial lease contracts by Simply Green to EcoHome Financial.

Together with Raymond James, its financial advisor in relation to its interest in Dealnet, Simply Green commenced a review of publicly available information regarding Dealnet and by mid-April 2020 Simply Green had formed the view that an acquisition of Dealnet could be attractive to Dealnet, and that Simply Green might be in a position to offer an acquisition price to Dealnet and its shareholders that would be at a significant premium to the trading price at which the Dealnet Common Share would likely trade for some period of time.

On April 16, 2020, Lawrence Krimker, the Chief Executive Officer of Simply Green, contacted Brent Houlden, the Chief Executive Officer of Dealnet, to schedule a discussion regarding the transaction proposed by Simply Green. In response, Dealnet requested that Simply Green and Dealnet enter into a mutual non-disclosure and confidentiality agreement in order that Dealnet could provide certain non-public information to Simply Green that Dealnet believed would assist Simply Green in evaluating Dealnet. The parties made an effort to settle the terms of the non-disclosure agreement between them, but ultimately were unsuccessful and, as a result, discussions between the parties were paused.

From April 16 to April 28, 2020, Simply Green and its advisors continued to advance their due diligence on Dealnet using publicly available information. On April 28, 2020, Simply Green delivered to Dealnet a revised non-binding proposal for a possible transaction in which Simply Green would acquire all of the issued and outstanding Common Shares at a price of \$0.11 per Common Share. On May 1, 2020, Simply Green received a letter from the Chair of the Dealnet Board thanking Simply Green for its interest in a transaction, but noting that the Dealnet Board was of the view that the price proposed by Simply Green did not fully reflect the value of the Common Shares, and accordingly that Dealnet was declining to pursue a transaction at such time.

On or about June 4, 2020, Raymond James, Simply Green's financial advisor, was contacted by Origin Merchant Partners ("**Origin**"), financial advisor to Dealnet, inviting Simply Green to participate in a managed strategic review process through which Dealnet was soliciting confidential proposals from third parties for the acquisition of all of the Common Shares.

On June 12, 2020, Simply Green and Dealnet entered into a non-disclosure and confidentiality agreement, and Simply Green and its advisors were granted access to Dealnet's virtual on-line data room. On June 17, 2020, Raymond James received a process letter outlining key expectations for expressions of interest in entering into a strategic transaction with Dealnet.

Simply Green and its advisors continued to advance their financial and legal due diligence over the course of the following two weeks, and on June 30, 2020 Simply Green submitted a non-binding expression of interest to acquire all of the Common Shares at a price of \$0.135 per Common Share. On July 6, 2020, Simply Green was formally invited to participate in the second phase of Dealnet's sale process.

On or about July 14, 2020, management meetings were held between Dealnet and Simply Green, and Simply Green and its advisors were provided with Origin's phase two process letter including a draft support agreement and disclosure letter. During the following days, Simply Green and its advisors continued their evaluation of the materials made available to them in the Dealnet data room and began discussions with Dealnet and its advisors with respect to the potential terms of the support agreement.

On the evening of July 20, 2020, Mr. Krimker met with certain members of management of Dealnet to discuss Simply Green's proposal. At that meeting, management of Dealnet encouraged Simply Green to further increase its proposed transaction price.

The message from Dealnet that Simply Green should increase its price was further reinforced on July 23, 2020, in a telephone discussions between Raymond James and Origin. On or about that time, Simply Green and its advisors continued to advance their financial and legal due diligence and provided supplemental due diligence requests to Dealnet. On July 27, 2020, Simply Green submitted its phase two non-binding proposal, including a markup of the support agreement and disclosure letter, in which Simply Green proposed a transaction price of \$0.15 per Common Share.

From July 27 to August 22, 2020, Simply Green continued to advance and finalize its due diligence. During this period of time, on August 12, 2020, representatives of Simply Green communicated to Origin that Simply Green would be prepared to increase its transaction price to \$0.16 per Common Share, conditional on its remaining diligence being completed to its satisfaction and the definitive agreements otherwise being in a form that was acceptable to Simply Green. Concurrently, Stikeman Elliott LLP and Goodmans LLP, the parties' respective legal advisors, negotiated the outstanding terms of the transaction documents including, the quantum of the break fee, the existence of an expense reimbursement as well as its quantum, termination fee events, representations and warranties, bid conditions and the timing of mailing circulars.

During the evening of August 22, 2020, Simply Green completed its diligence and the parties resolved the remaining issues on the definitive agreements, which agreements were executed by the parties on the evening of August 22, 2020.

Prior to markets opening on August 24, 2020, Dealnet and Simply Green disseminated a press release announcing that Simply Green and Dealnet agreed to enter into the Support Agreement, that each of Dealnet's directors and executive officers entered into the Lock-up Agreements with Simply Green, pursuant to which they 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 Dealnet and its shareholders and unanimously recommends that shareholders tender their Common Shares to the Offer.

Simply Green assigned all of its right, title and interest in and to the Support Agreement and Lock-up Agreements to the Offeror.

5. Reasons to Accept the Offer

The Offeror believes that the Offer is compelling, and represents a tremendous value opportunity for Shareholders, for the following reasons:

- **Unanimous Dealnet Board Recommendation.** The Dealnet Board has unanimously determined that the Offer is fair from a financial point of view to the Shareholders and is in the best interests of Dealnet and the Shareholders, and unanimously recommends that Shareholders tender their Common Shares to the Offer.
- **Significant Premium to Market Price.** The Offer represents a premium of 33% to the closing price of the Common Shares on the TSXV on August 21, 2020 (the last trading day prior to the announcement of the Offer), a premium of 52% to the 30-day VWAP on the TSXV for the period ending August 21, 2020 and a premium of 93% to the 90-day VWAP on the TSXV for the period ending August 21, 2020.
- **100% Liquidity and Certainty of Value.** The Offer provides 100% cash consideration for the Common Shares, giving Shareholders certainty of value and immediate liquidity at an attractive price in the face of volatile markets.
- **Fully-Financed Cash Offer.** The Offer is not subject to any financing condition. The Offeror's board has approved the Offer and the Offeror has arranged fully committed financing to complete the transaction.
- **Low Conditionality of the Offer.** The Offer is subject to a limited number of conditions. The low conditionality of the Offer should provide Shareholders with a high degree of confidence that the Offer will be completed successfully.

6. Purpose of the Offer

The purpose of the Offer is to enable the Offeror to acquire all of the outstanding Common Shares. The effect of the Offer is to give all Shareholders the opportunity to receive \$0.16 in cash per Common Share, representing a premium of 33% to the closing price of the Common Shares on the TSXV on August 21, 2020 (the last trading day prior to the announcement of the Offer), a premium of 52% to the 30-day VWAP on the TSXV for the period ending August 21, 2020 and a premium of 93% to the 90-day VWAP on the TSXV for the period ending August 21, 2020.

If the conditions of the Offer are satisfied or waived at the Expiry Time and the Offeror takes up and pays for the Common Shares validly deposited under the Offer, the Offeror intends to acquire any Common Shares not deposited under the Offer through a Compulsory Acquisition, if available, or to propose a Subsequent Acquisition Transaction, in each case for consideration per Common Share at least equal in value to and in the same form as the consideration paid by the Offeror per Common Share under the Offer. The exact timing and details of any such transaction will depend upon a number of factors, including, without limitation, the number of Common Shares acquired pursuant to the Offer. Although the Offeror intends to propose either a Compulsory Acquisition or a Subsequent Acquisition Transaction generally on the terms described herein, it is possible that, as a result of delays in the Offeror's ability to effect such a transaction, information subsequently obtained by the Offeror, changes in general economic or market conditions or in the business of Dealnet or other currently unforeseen circumstances, such a transaction may not be proposed, may be delayed or abandoned or may be proposed on different terms. Accordingly, the Offeror reserves the right not to propose a Compulsory Acquisition or Subsequent Acquisition Transaction, or to propose a Subsequent Acquisition Transaction on terms other than as described in this Circular. See Section 12 of this Circular, "*Acquisition of Common Shares Not Deposited*".

7. Effects of the Offer

If permitted by applicable Law, the Offeror intends to cause Dealnet to apply to delist the Common Shares from the TSXV as soon as practicable after completion of the Offer and any Compulsory Acquisition or any Subsequent Acquisition Transaction. In addition, if permitted by applicable Law, subsequent to the completion of the Offer and any Compulsory Acquisition or Subsequent Acquisition Transaction, the Offeror intends to cause Dealnet to cease to be a reporting issuer under the securities Laws of each province and territory of Canada in which it has such status. See Section 17 of this Circular, *“Effect of the Offer on the Market for and Listing of Common Shares and Status as a Reporting Issuer”*.

If the Offer and a Compulsory Acquisition or a Subsequent Acquisition Transaction is successful:

- (a) the Offeror will own all of the equity interests in Dealnet and the Offeror will be entitled to all of the benefits and risks of loss associated with such ownership;
- (b) current Shareholders will no longer have any interest in Dealnet or in Dealnet’s assets, book value or future earnings or growth and the Offeror will hold a 100% interest in such assets, book value, future earnings and growth;
- (c) the Offeror will have the right to elect all members of the Dealnet Board;
- (d) Dealnet will no longer be publicly traded and Dealnet will no longer file periodic reports (including, without limitation, financial information) with any Securities Regulatory Authorities; and
- (e) the Common Shares will no longer trade on the TSXV or any other securities exchange.

If the Offeror takes up Common Shares under the Offer but is unable to complete a Compulsory Acquisition or Subsequent Acquisition Transaction, then Dealnet will continue as a public company and the Offeror will evaluate its alternatives. Such alternatives could include, to the extent permitted by applicable Law, purchasing additional Common Shares in the open market, in privately negotiated transactions or pursuant to another take-over bid or other transaction, and thereafter proposing an amalgamation, arrangement or other transaction which would result in our ownership of 100% of the Common Shares. Under such circumstances, an amalgamation, arrangement or other transaction would require the approval of not less than two-thirds (66⅔%) of the votes cast by the Shareholders, and might require approval of a majority of the votes cast by holders of Common Shares other than the Offeror and its affiliates and associates. There is no certainty that under such circumstances any such transaction would be proposed or completed by the Offeror.

8. Source of Funds

The Offeror’s obligation to purchase the Common Shares deposited under the Offer is not subject to any financing condition.

The Offeror estimates that, if it acquires all of the issued and outstanding Common Shares, the total amount required for the purchase of the Common Shares will be approximately \$47 million, plus related fees and expenses associated with the Offer.

The Offeror has arranged for the funding of the Offer and related fees and expenses associated with the Offer and the completion of a Compulsory Acquisition or Subsequent Acquisition Transaction, as applicable, out of cash resources available to the Offeror. The Offeror has secured, on a firm, committed basis, all of the financing required to fund the cash consideration payable for the Common Shares and to complete the transaction.

The Offeror has entered into a debt commitment letter (the “**Debt Commitment**”) with Next Edge Private Debt LP for it (or one of its affiliates or special purpose vehicles) (the “**Debt Provider**”) to lend to the Offeror up to \$32 million (the “**Loan**”) for the purpose of funding a portion of the purchase price under the Offer. The Loan will be secured by assets of the Offeror (including a pledge of all Common Shares acquired by the Offeror under the Offer), and will carry an annual interest rate of 12% (payable monthly) and a term of one year. The Debt Commitment and consummation of the Loan are conditioned upon the execution and delivery by the Offeror of the definitive documentation relating to the Loan (the “**Loan Documents**”), and one or more shareholders of the Borrower (as defined in the Debt Commitment) providing the Borrower with at least \$15 million of equity or subordinated debt capital. The accuracy of the following representations and warranties are conditions to the funding of the Loan: (i) the representations and warranties made with respect to Dealnet in the Support Agreement as are material to the interests of the Debt Provider, but only to the extent that the Offeror (or its affiliate) has the right (taking into account any applicable cure provisions) to terminate its obligations under the Support Agreement, or to decline to consummate the transactions to be entered into pursuant to the Support Agreement (in each case, in accordance with the terms thereof) as a result of a breach of such representations and warranties; and (ii) the following representations made (or to be made) by any credit parties in the Loan Documents relating to: (1) corporate or other organizational existence of such credit party; (2) organizational power and authority of such credit party and due authorization, execution and delivery by such credit party as they relate to their entry into and performance of the Loan Documents; (3) enforceability of the applicable Loan Documentation against such credit party; (4) solvency; and (5) no conflicts of the Loan Documents with charter documents of such credit party, each of which representations shall be subject to customary materiality and other qualifications and exceptions.

In addition to the Debt Commitment, the Offeror has entered into a commitment letter (the “**Equity Commitment**”) with one of its shareholders, 2392979 Ontario Inc., to purchase either debt or equity securities of the Offeror in an amount equal to \$15,000,000 (the “**Shareholder Financing**”), allowing the Offeror to utilize the Shareholder Financing to facilitate the payment of a portion of the purchase price under the Offer. The Equity Commitment is conditioned upon: (i) the satisfaction, or waiver in writing by the Offeror, of all of the conditions to the Offeror’s obligations contained in the Support Agreement, other than those conditions which by their nature are to be, and can be, contemporaneously satisfied at the closing of the transaction; (ii) the Offeror having received (prior to or contemporaneously with the closing of the transactions contemplated by the Support Agreement) the proceeds of the Debt Commitment as required to consummate the transactions contemplated by the Support Agreement; and (iii) the contemporaneous closing of the transactions contemplated by the Support Agreement. The Offeror reasonably believes the possibility to be remote that, if the conditions to the Offer are satisfied or waived, the Offeror will be unable to pay for the Common Shares deposited under the Offer.

The Offeror reserves the right, prior to the closing of the transactions contemplated by the Support Agreement, to effect alternative financing arrangements to the Loan and/or the Shareholder Financing in respect of all or any portion of the purchase price under the Offer.

The Offeror believes that its financial condition is not material to a decision by a Shareholder whether to deposit Common Shares under the Offer because: (i) cash is the only consideration that will be paid to Shareholders in connection with the Offer; (ii) the Offeror is offering to purchase all of the outstanding Common Shares in the Offer; and (iii) the Offer is not subject to obtaining any financing or to any financing contingencies.

9. Ownership and Trading in Securities of Dealnet

Ownership of Dealnet Securities

Lawrence Krimker, the Chief Executive Officer of Simply Green and the beneficial owner of Simply Green and the Offeror, directly owns 155,000 Common Shares, reflecting 0.05% of the outstanding Common Shares of Dealnet as of the date hereof. Other than as set forth in the preceding sentence, neither the Offeror nor any director or officer of the Offeror (together, the “**Offeror Group**”), beneficially owns, directly

or indirectly, or exercises control or direction, over any Common Shares, Convertible Securities or any other securities of Dealnet.

To the knowledge of the Offeror after reasonable enquiry, no Common Shares, Convertible Securities or other securities of Dealnet are beneficially owned, directly or indirectly, nor is control or direction exercised over any such securities, by any insider of the Offeror or any associate or affiliate of any insider of the Offeror (together, the “**Extended Offeror Group**”) or any party acting jointly or in concert with the Offeror.

Trading in Dealnet Securities

No member of the Offeror Group or, to the knowledge of the Offeror after reasonable enquiry, any member of the Extended Offeror Group or any party acting jointly or in concert with the Offeror, has traded in any securities of Dealnet during the six months preceding the date hereof.

The Common Shares are traded on the TSXV under the symbol “DLS”. The Offer represents a premium of 33% to the closing price of the Common Shares on the TSXV on August 21, 2020 (the last trading day prior to the announcement of the Offer), a premium of 52% to the 30-day VWAP on the TSXV for the period ending August 21, 2020 and a premium of 93% to the 90-day VWAP on the TSXV for the period ending August 21, 2020. The following table sets forth, for the periods indicated, the reported high and low trading prices and the aggregate volume of trading of the Common Shares on the TSXV.

	Trading of Common Shares		
	High (\$)	Low (\$)	Volume (#)
March 2020.....	0.08	0.03	2,949,650
April 2020.....	0.06	0.05	2,645,300
May 2020.....	0.07	0.06	2,413,310
June 2020.....	0.08	0.06	3,364,750
July 2020.....	0.11	0.06	6,045,680
August 2020.....	0.155	0.095	37,008,109
September 2020 (up to September 4, 2020)	0.155	0.150	1,116,439

Source: TSXV Market Data

The closing price of the Common Shares on the TSXV on August 21, 2020, being the last trading day prior to the date of Simply Green’s announcement of its intention to make the Offer, was \$0.12.

10. Commitments to Acquire Securities of Dealnet

Other than the Lock-up Agreements, none of the Offeror nor, to the knowledge of the Offeror, after reasonable enquiry, any member of the Offeror Group or Extended Offeror Group has entered into any agreements, commitments or understandings to acquire any securities of Dealnet.

See Section 16 of the Circular, “*Lock-up Agreements*”.

11. Other Material Facts

The Offeror does not have knowledge of any material fact concerning the securities of Dealnet that has not been generally disclosed by Dealnet, or any other matter that is not disclosed in this Circular and that has not previously been generally disclosed, and that would reasonably be expected to affect the decision of Shareholders to accept or reject the Offer.

12. Acquisition of Common Shares Not Deposited

If sufficient Common Shares are deposited under the Offer, the Offeror intends to acquire the remaining Common Shares pursuant to a Compulsory Acquisition in accordance with the provisions of the OBCA. If

the Offeror acquires less than 90% of the Common Shares subject to the Offer, or the right of Compulsory Acquisition is not available for any reason, or the Offeror chooses not to avail itself of such statutory right, the Offeror may, at its option, pursue other means of acquiring the remaining Common Shares not deposited under the Offer, including by way of a Subsequent Acquisition Transaction. The Offer is conditional upon, among other things, the satisfaction of the Statutory Minimum Condition and the Minimum Tender Condition (which condition is waivable by the Offeror in its sole discretion). These and other conditions of the Offer are described in Section 4 of the Offer to Purchase, "*Conditions of the Offer*".

Compulsory Acquisition

If, by the Expiry Time or within 120 days after the date of the Offer, whichever period is the shorter, the Offeror takes up and pays for not less than 90% of the outstanding Common Shares under the Offer, other than Common Shares held at the date of the Offer by or on behalf of the Offeror, or an affiliate or associate of the Offeror (as those terms are defined in the OBCA), then the Offeror intends to acquire the remainder of the Common Shares by way of a compulsory acquisition pursuant to Part 15 of the OBCA (a "**Compulsory Acquisition**") for consideration per Common Share not less than, and in the same form as, the consideration under the Offer.

To exercise its statutory right of Compulsory Acquisition, the Offeror must send a notice (the "**Offeror's Notice**") to each Shareholder who did not accept the Offer (and each person who acquires from such Shareholders any such Common Shares) (in each case, a "**Dissenting Offeree**") of such proposed acquisition within 60 days after the date of termination of the Offer and in any event within 180 days after the date of the Offer. Within 20 days after the Offeror sends the Offeror's Notice, the Offeror must pay or transfer to Dealnet the amount of money or other consideration that the Offeror would have to pay or transfer to a Dissenting Offeree if the Dissenting Offeree had elected to accept the Offer, such money or other consideration to be held in trust by Dealnet for the Dissenting Offerees. In accordance with subsection 188(2) of the OBCA, within 20 days after receipt of the Offeror's Notice, each Dissenting Offeree must send the certificate(s) or other evidence representing the Common Shares held by such Dissenting Offeree to Dealnet and must elect either: (i) to transfer such Common Shares to the Offeror on the terms on which the Offeror acquired the Common Shares of the Shareholders who accepted the Offer; or (ii) to demand payment of the fair value of such Common Shares by so notifying the Offeror within 20 days after the Dissenting Offeree receives the Offeror's Notice. A Dissenting Offeree who does not, within 20 days after the Dissenting Offeree received the Offeror's Notice, notify the Offeror that the Dissenting Offeree is electing to demand payment of the fair value of the Dissenting Offeree's Common Shares is deemed to have elected to transfer such Common Shares to the Offeror on the same terms that the Offeror acquired Common Shares from the Shareholders who accepted the Offer. If a Dissenting Offeree has elected to demand payment of the fair value of the Dissenting Offeree's Common Shares, the Offeror may, within 20 days after the Offeror has made the payment or transferred the other consideration to Dealnet referred to above, apply to the Court to fix the fair value of the Common Shares of such Dissenting Offeree. If the Offeror fails to apply to the Court within 20 days after the Offeror has made the payment or transferred the other consideration to Dealnet referred to above, a Dissenting Offeree may apply to the Court within a further period of 20 days to have the Court fix the fair value of the Common Shares of such Dissenting Offeree. Where no such application is made to the Court by the Dissenting Offeree within such period, the Dissenting Offeree will be deemed to have elected to transfer the Dissenting Offeree's Common Shares to the Offeror on the same terms that the Offeror acquired Common Shares from the Shareholders who accepted the Offer. Any judicial determination of the fair value of the Common Shares could be less or more than the amount paid pursuant to the Offer.

If all of the requirements of Part 15 of the OBCA are first satisfied after the Expiry Time or within 120 days after the date of the Offer, whichever is earlier, the Offeror may apply to a court having jurisdiction for an extension of such period pursuant to section 188(21) of the OBCA.

The foregoing is a summary only of the right of Compulsory Acquisition which may become available to the Offeror and the dissent rights that may be available to a Dissenting Offeree, and is qualified by its entirety by the provisions of Part 15 of the OBCA. The provisions of Part 15 of the OBCA are complex and may require strict adherence to notice and timing provisions, failing which

a Dissenting Offeree's rights may be lost or altered. Shareholders should refer to Part 15 of the OBCA for the full text of the relevant statutory provisions, and those who wish to be better informed about the provisions of the OBCA should consult their legal advisors.

See Section 18 of this Circular, "*Certain Canadian Federal Income Tax Considerations*" for a discussion of the Canadian federal income tax consequences to Shareholders in the event of a Compulsory Acquisition.

Subsequent Acquisition Transaction

If the Offeror acquires less than 90% of the Common Shares under the Offer, the right of Compulsory Acquisition described above is not available for any reason, or the Offeror chooses not to avail itself of such statutory right, the Offeror intends to pursue other means of acquiring the remaining Common Shares not deposited under the Offer, including, without limitation, causing one or more special meetings to be called of the remaining Shareholders to consider an amalgamation, statutory arrangement, capital reorganization, amendment to its articles, consolidation or other transaction involving the Offeror and/or an affiliate of the Offeror and Dealnet and/or the Shareholders for the purpose of Dealnet becoming, directly or indirectly, a wholly-owned subsidiary or affiliate of the Offeror (a "**Subsequent Acquisition Transaction**"). If the Offeror were to proceed with a Subsequent Acquisition Transaction, it is the Offeror's current intention that the consideration to be paid to Shareholders pursuant to any such Subsequent Acquisition Transaction would be equal in amount to and in the same form as that payable under the Offer and that the Subsequent Acquisition Transaction would be completed no later than 120 days after the Expiry Time.

The timing and details of a Subsequent Acquisition Transaction, if any, will necessarily depend on a variety of factors, including, without limitation, the number of Common Shares acquired pursuant to the Offer. If after taking up Common Shares under the Offer, the Offeror owns more than two-thirds (66⅔%) of the outstanding Common Shares and sufficient votes are cast by "minority" holders to constitute a "minority approval" pursuant to MI 61-101, as discussed below, the Offeror should own sufficient Common Shares to be able to effect a Subsequent Acquisition Transaction. There can be no assurance that the Offeror will pursue a Compulsory Acquisition or Subsequent Acquisition Transaction.

MI 61-101 may deem a Subsequent Acquisition Transaction to be a "business combination" if such Subsequent Acquisition Transaction would result in the interest of a holder of an equity security of Dealnet being terminated without the holder's consent, regardless of whether the equity security is replaced with another security. The Offeror expects that any Subsequent Acquisition Transaction relating to Common Shares will be a "business combination" under MI 61-101.

In certain circumstances, the provisions of MI 61-101 may also deem certain types of Subsequent Acquisition Transactions to be "related party transactions". However, if the Subsequent Acquisition Transaction is a "business combination" carried out in accordance with MI 61-101 or an exemption under MI 61-101, the "related party transaction" provisions therein do not apply to such transaction. Following completion of the Offer, the Offeror may be a "related party" of Dealnet for the purposes of MI 61-101, although the Offeror expects that any Subsequent Acquisition Transaction would be a "business combination" for purposes of MI 61-101 and that therefore the "related party transaction" provisions of MI 61-101 would not apply to the Subsequent Acquisition Transaction. The Offeror intends to carry out any such Subsequent Acquisition Transaction in accordance with MI 61-101, or any successor provisions, or an exemption under MI 61-101, such that the "related party transaction" provisions of MI 61-101 would not apply to such Subsequent Acquisition Transaction.

MI 61-101 provides that, unless exempted, a corporation proposing to carry out a business combination is required to prepare a valuation of the affected securities (and, subject to certain exceptions, any non-cash consideration being offered therefor) and provide to the holders of the affected securities a summary of such valuation. The Offeror currently intends to rely on available exemptions (or, if such exemptions are not available, to seek waivers pursuant to MI 61-101 exempting Dealnet and the Offeror or one or more of its affiliates, as appropriate) from the valuation requirements of MI 61-101. An exemption is available

under MI 61-101 for certain business combinations completed no later than 120 days after the date of expiry of a formal take-over bid where the consideration per security that the security holders would be entitled to receive in the business combination is at least equal in value to and is in the same form as the consideration that the tendering security holders were entitled to receive in the take-over bid, provided that certain disclosure is provided in the take-over bid disclosure documents. The Offeror has provided such disclosure and currently expects that these exemptions will be available.

Depending on the nature and terms of the Subsequent Acquisition Transaction and the provisions of the OBCA such a transaction may require the approval of not less than least two-thirds (66⅔%) of the votes cast by holders of the outstanding Common Shares at a meeting duly called and held for the purpose of approving the Subsequent Acquisition Transaction. MI 61-101 would also require that, in addition to any other required securityholder approval, in order to complete a business combination (such as a Subsequent Acquisition Transaction), the approval of the proposed transaction by a majority of the votes cast by “minority” shareholders of each class of affected securities must be obtained at a meeting of security holders of that class called to consider the transaction unless an exemption is available or discretionary relief is granted by applicable Securities Regulatory Authorities. If, however, following the Offer, the Offeror and its affiliates are the registered holders of 90% or more of the Common Shares at the time the Subsequent Acquisition Transaction is initiated, the requirement for minority approval would not apply to the transaction if an enforceable appraisal right or substantially equivalent right is made available to minority shareholders.

In relation to the Offer and any subsequent business combination, the “minority” shareholders will be, unless an exemption is available or discretionary relief is granted by applicable Securities Regulatory Authorities, all Shareholders other than: (i) the Offeror (other than in respect of Common Shares acquired pursuant to the Offer as described below); (ii) any “interested party” (within the meaning of MI 61-101); (iii) “related parties” of any “interested party” (in each case within the meaning of MI 61-101), unless the related party meets that description solely in its capacity as a director or senior officer of one or more persons that are neither interested parties nor “issuer insiders” (within the meaning of MI 61-101) of Dealnet; and (iv) any “joint actor” (within the meaning of MI 61-101) with any of the persons referred in clauses (ii) or (iii) above.

MI 61-101 also provides that the Offeror may treat Common Shares acquired under the Offer as “minority” shares and to vote them, or to consider them voted, in favour of such business combination if, among other things: (a) the business combination is completed not later than 120 days after the Expiry Time; (b) the consideration per security in the business combination is at least equal in value to and in the same form as the consideration paid under the Offer; and (c) the Shareholder who tendered such Common Shares to the Offer was not: (i) a “joint actor” (within the meaning of MI 61-101) with the Offeror in respect of the Offer; (ii) a direct or indirect party to any “connected transaction” (within the meaning of MI 61-101) to the Offer; or (iii) entitled to receive, directly or indirectly, in connection with the Offer, a “collateral benefit” (within the meaning of MI 61-101) or consideration per Common Share that is not identical in amount and form to the entitlement of the general body of holders in Canada of Common Shares.

To the knowledge of the Offeror after reasonable inquiry, other than the 155,000 Common Shares beneficially held by Lawrence Krimker, no Common Shares would be required to be excluded in determining whether minority approval for the business combination had been obtained.

The Offeror currently intends that the consideration offered for Common Shares under any Subsequent Acquisition Transaction proposed by it would be equal in value to, and in the same form as, the cash consideration payable to Shareholders under the Offer and that such Subsequent Acquisition Transaction will be completed no later than 120 days after the Expiry Time and, accordingly, the Offeror intends to cause Common Shares acquired under the Offer to be voted in favour of any such Subsequent Acquisition Transaction and, where permitted by MI 61-101, to be counted as part of any minority approval required in connection with any such Subsequent Acquisition Transaction.

Any such Subsequent Acquisition Transaction may also result in Shareholders having the right to dissent in respect thereof and demand payment of the fair value of their Common Shares. The exercise of such

right of dissent, if certain procedures are complied with by the holder, could lead to a judicial determination of fair value required to be paid to such Dissenting Offeree for its Common Shares. The fair value so determined could be more or less than the amount paid per Common Share pursuant to such Subsequent Acquisition Transaction or pursuant to the Offer. The exact terms and procedures of the rights of dissent available to Shareholders will depend on the structure of the Subsequent Acquisition Transaction and will be fully described in the proxy circular or other disclosure document provided to Shareholders in connection with the Subsequent Acquisition Transaction.

Whether or not a Subsequent Acquisition Transaction will be proposed, and the details of any such Subsequent Acquisition Transaction, including, without limitation, the timing of its implementation and the consideration to be received by the minority holders of Common Shares, will necessarily be subject to a number of considerations, including, without limitation, the number of Common Shares acquired pursuant to the Offer. Although the Offeror may propose a Compulsory Acquisition or a Subsequent Acquisition Transaction on the same terms as the Offer, it is possible that, as a result of the number of Common Shares acquired under the Offer, delays in the Offeror's ability to effect such a transaction, information hereafter obtained by the Offeror, changes in general economic, industry, regulatory or market conditions or in the business of Dealnet, or other currently unforeseen circumstances, such a transaction may not be so proposed or may be delayed or abandoned. The Offeror expressly reserves the right to propose other means of acquiring, directly or indirectly, all of the outstanding Common Shares in accordance with applicable Law, including, without limitation, a Subsequent Acquisition Transaction on terms not described in this Circular.

If the Offeror is unable to, or determines at its option not to, effect a Compulsory Acquisition or propose a Subsequent Acquisition Transaction, or proposes a Subsequent Acquisition Transaction but cannot obtain any required approvals or exemptions in a prompt manner, the Offeror will evaluate its other alternatives. Such alternatives could include, to the extent permitted by applicable Law, purchasing additional Common Shares in the open market, in privately negotiated transactions, in another take-over bid or exchange offer or otherwise, or from Dealnet. Subject to applicable Law, any additional purchases of Common Shares could be at a price greater than, equal to, or less than the price to be paid for Common Shares under the Offer and could be for cash, securities and/or other consideration. Alternatively, the Offeror may take no action to acquire additional Common Shares, or, subject to applicable Law, may either sell or otherwise dispose of any or all Common Shares acquired under the Offer, on terms and at prices then determined by the Offeror, which may vary from the price paid for Common Shares under the Offer. See Section 12 of the Offer to Purchase, "*Market Purchases and Sales of Common Shares*".

The tax consequences to a Shareholder of a Subsequent Acquisition Transaction may differ from the tax consequences to such Shareholder of accepting the Offer. See Section 18 of this Circular, "*Certain Canadian Federal Income Tax Considerations*" for a discussion of the Canadian federal income tax consequences to Shareholders in the event of a Subsequent Acquisition Transaction. Shareholders should consult their legal advisors for a determination of their legal rights and the tax consequences to them, having regard to their own particular circumstances with respect to a Subsequent Acquisition Transaction.

Legal Matters

Shareholders should consult their legal advisors for a determination of their legal rights with respect to any transaction that may constitute a business combination.

13. Agreements, Commitments or Understandings

Other than as provided in the Support Agreement, the Lock-up Agreements and as otherwise disclosed herein there are: (i) no agreements, commitments or understandings made or proposed to be made between the Offeror and any of the directors or officers of Dealnet, including for 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; and (ii) no agreements, commitments or understandings

made or proposed to be made between the Offeror and any security holder of Dealnet relating to the Offer.

See Section 15 of this Circular, “*Support Agreement*”, and Section 16 of this Circular, “*Lock-up Agreements*”.

There are no agreements, commitments or understandings between the Offeror and Dealnet relating to the Offer and any other agreement, commitment or understanding of which the Offeror is aware that could affect control of Dealnet, including an agreement with change of control provisions, a security holder agreement or a voting trust agreement that the Offeror has access to and that can reasonably be regarded as material to a Shareholder in deciding whether to deposit Common Shares under the Offer.

To the knowledge of the Offeror, other than as described in this Section 13, there are no direct or indirect benefits of accepting or rejecting the Offer that will accrue to any insider of the Offeror or, to the knowledge of the Offeror, after reasonable enquiry, any director or officer of Dealnet, any insider of Dealnet or any associate or affiliate thereof, any associate or affiliate of Dealnet or any person or company acting jointly or in concert with Dealnet, other than those benefits that will accrue to Shareholders generally.

14. Regulatory Matters

Except as discussed below, to the knowledge of the Offeror, no authorization, consent or approval of, or filing with, any public body, court or authority is necessary on the part of the Offeror for the consummation of the transactions contemplated by the Offer, except for such authorizations, consents, approvals and filings the failure to obtain or make which would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by the Offer. In the event that the Offeror becomes aware of other requirements, the Offeror will make reasonable commercial efforts to satisfy such requirements at or prior to the Expiry Time, as such time may be extended.

Competition Act

Part IX of the *Competition Act* requires that the parties to certain classes of transactions provide prescribed information to the Commissioner where the applicable thresholds set out in sections 109 and 110 of the *Competition Act* are exceeded and no exemption applies (“**Notifiable Transactions**”).

Subject to certain limited exceptions, a Notifiable Transaction cannot be completed until the parties to the transaction have each submitted the information prescribed pursuant to subsection 114(1) of the *Competition Act* (a “**Notification**”) to the Commissioner and the applicable waiting period has expired or been waived or terminated early by the Commissioner.

The waiting period is 30 days after the day on which the parties to the transaction submit their respective Notifications. The parties are entitled to complete the Notifiable Transaction at the end of the 30-day period, unless the Commissioner notifies the parties, pursuant to subsection 114(2) of the *Competition Act*, that he requires additional information that is relevant to the Commissioner’s assessment of the transaction (a “**Supplementary Information Request**”). In the event the Commissioner provides the parties with a Supplementary Information Request, the Notifiable Transaction may only be completed 30 days after compliance with such Supplementary Information Request, provided that there is no order issued by the Competition Tribunal in effect prohibiting completion at the relevant time.

Alternatively, or in addition to filing a Notification, the parties to a Notifiable Transaction may apply to the Commissioner for the issuance of an advance ruling certificate pursuant to Section 102 of the *Competition Act* (an “**ARC**”) or, in the alternative, written confirmation from the Commissioner that he does not, at that time, intend to challenge the transaction by making an application to the Competition Tribunal under Section 92 of the *Competition Act* (a “**No-Action Letter**”). Upon the issuance of an ARC or a No-Action Letter the parties to a transaction are entitled to complete the transaction under the

Competition Act even where no Notification has been submitted or where the waiting period described had not previously terminated. In the case of a No-Action Letter the Commissioner reserves the right to challenge the transaction under Section 92 of the *Competition Act* before the Competition Tribunal at any time within one year of the transaction being completed.

Whether or not a merger is subject to notification under Part IX of the *Competition Act*, the Commissioner may apply to the Competition Tribunal for a remedial order under section 92 of the *Competition Act* at any time before the merger has been completed or, if completed, within one year after it was substantially completed, provided that the Commissioner did not issue an ARC in respect of the merger, or, if the Commissioner did issue an ARC in respect of the merger, provided that: (i) the merger was completed within one year from when the ARC was issued; and (ii) the grounds upon which the Commissioner intends to apply to the Competition Tribunal for a remedial order are not the same or substantially the same as the information on the basis of which the ARC was issued. On application by the Commissioner under section 92 of the *Competition Act*, the Competition Tribunal may, where it finds that the merger prevents or lessens, or is likely to prevent or lessen, competition substantially, order that the merger not proceed or, if completed, order its dissolution or the disposition of assets or shares involved in such merger; in addition to, or in lieu thereof, with the consent of the person against whom the order is directed and the Commissioner, the Competition Tribunal may order a person to take any other action. The Competition Tribunal is prohibited from issuing a remedial order where it finds that the merger or proposed merger has brought or is likely to bring about gains in efficiency that will be greater than, and will offset, the effects of any prevention or lessening of competition that will result or is likely to result from the merger and that the gains in efficiency would not likely be attained if the order were made.

The transactions contemplated by the Offer constitute a Notifiable Transaction and also constitute a “merger” under the *Competition Act*. The Offeror intends, in the first instance, to apply to the Commissioner to request an ARC or, in the alternative, a No-Action Letter, together with a waiver from the obligation to file a Notification. The obligation of the Offeror to complete the Offer is, among other things, subject to the condition that *Competition Act* Clearance is obtained. See Section 4 of the Offer to Purchase, “*Conditions of the Offer*”.

15. Support Agreement

The following is a summary of certain material terms of the Support Agreement. This summary has been included to provide Shareholders with factual information respecting the terms of the Support Agreement and is qualified in its entirety by reference to the full text thereof. Capitalized terms used in this Section 15 but not defined herein have the meaning described to such term in the Support Agreement. Readers are urged to consult the full text of the Support Agreement for further information.

Factual disclosures about Dealnet and/or the Offeror contained in this Offer to Purchase and Circular or in the Offeror’s public reports filed with Securities Regulatory Authorities may supplement, update or modify the factual disclosures about Dealnet and/or the Offeror contained in the Support Agreement. The representations, warranties and covenants made in the Support Agreement by Dealnet and the Offeror were made solely to the parties to, and solely for the purposes of, the Support Agreement and as of specific dates and were qualified and subject to important limitations agreed to by Dealnet and the Offeror in connection with negotiating the terms of the Support Agreement. In particular, in reviewing the representations and warranties contained in the Support Agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of establishing the circumstances in which a party to the Support Agreement may have the right not to consummate or support the Offer if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the Support Agreement, rather than establishing matters as facts. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable publicly and reports and documents filed with Securities Regulatory Authorities. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Support Agreement. Shareholders and other investors should not rely on the representations, warranties and

covenants or any description thereof as characterizations of the actual state of facts of Dealnet and the Offeror or any of their respective subsidiaries or affiliates.

The Offer

Simply Green and Dealnet executed the Support Agreement on August 22, 2020 reflecting the adoption of the Offer as a means of effecting the acquisition of the Common Shares. Simply Green assigned all of its right, title and interest in and to the Support Agreement to the Offeror.

The Offeror has agreed to make the Offer on the terms and conditions set out in the Support Agreement, as fully described in the Offer to Purchase. The only conditions to which the Offer is subject are those described under "Conditions of the Offer" in Section 4 of the Offer to Purchase and at Schedule A of the Support Agreement.

Subject to the terms and conditions of the Support Agreement, the Offeror agreed to promptly make the Offer to purchase all of the outstanding Common Shares for the Offer Price. The Offeror is not required to make the Offer in any jurisdiction where it would be illegal to do so.

Provided that all of the conditions to the Offer set out in the Support Agreement shall have been satisfied or, where permitted, waived, the Offeror shall take up and pay for all of the Common Shares deposited under the Offer promptly and, in any event, not later than three Business Days following the time at which the Offeror becomes entitled to take up such Common Shares under the Offer pursuant to applicable Laws.

The Offeror may, in its sole and absolute discretion, modify or waive any term or condition of the Offer, provided that it will not, without the prior written consent of Dealnet: (i) modify or waive the Minimum Tender Condition to permit it to acquire less than 66 $\frac{2}{3}$ % of the Common Shares outstanding (calculated on a fully-diluted basis); (ii) decrease the Offer Price; (iii) decrease the number of Common Shares in respect of which the Offer is made; (iv) 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); (v) impose additional conditions to the Offer; or (vi) otherwise modify the Offer (or any terms or conditions thereof) in a manner that is adverse to the Shareholders.

Representations and Warranties

The Support Agreement contains representations and warranties made by Dealnet to the Offeror and representations and warranties made by the Offeror to Dealnet. Those representations and warranties were made solely for purposes of the Support Agreement and may be subject to important qualifications, limitations and exceptions agreed to by the parties in connection with negotiating its terms. In particular, some of the representations and warranties are subject to a contractual standard of materiality or Material Adverse Effect different from that generally applicable to public disclosure, or are used for the purpose of allocating risk between the parties to the Support Agreement. For the foregoing reasons, Shareholders should not rely on the representations and warranties contained in the Support Agreement as characterizations of the actual state of facts of Dealnet, the Offeror or any of their respective Subsidiaries or affiliates.

The representations and warranties provided by the Offeror in favour of Dealnet relate to, among other things: organization and qualification; authority relative to the Support Agreement; execution and binding obligation; no violations; compliance with Laws; regulatory approvals; legal actions; sufficient funds available; and the Investment Canada Act.

The representations and warranties provided by Dealnet in favour of the Offeror relate to, among other things: Board approval; organization and qualification; authority relative to the Support Agreement; execution and binding obligation; no violation; capitalization; public filings; governmental authorization; financial statements and financial information; Securities Laws Matters; books and records; authorizations

and licenses; no undisclosed liabilities; absence of certain changes or events; non-arm's length transactions; litigation; subsidiaries; taxes; title to the assets; material contracts; restrictions on business activities; compliance with Laws; shareholders' and similar agreements; intellectual property; environment; real property; personal property; employee plans; employees; related party transactions; insurance; privacy; and the opinion of its financial advisor.

Conduct of Business of Dealnet

Dealnet has made certain covenants to the Offeror, including:

- (a) 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 COVID-19 Measures; provided, that Dealnet shall use its commercially reasonable efforts to consult with the Offeror in good faith before taking any such COVID-19 Measures (and Dealnet 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, Dealnet shall, and shall cause its Subsidiaries to, carry on its businesses in the ordinary course and in compliance with all applicable Laws and Dealnet shall use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees, goodwill and advantageous business relationships.

- (b) Without limiting the generality of the foregoing, Dealnet has covenanted and agreed that, during the Interim Period, unless (i) the Offeror shall otherwise agreed to in writing (such prior written consent not to be unreasonably withheld or delayed), (ii) expressly permitted or specifically contemplated by the Support Agreement, (iii) required by applicable Law or (iv) as otherwise set forth in the Disclosure Letter, Dealnet shall not (and shall not permit its Subsidiaries to), directly or indirectly:
 - (i) amend its articles or by-laws or any other constating documents;
 - (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of the Common Shares owned by any person except for dividends or distributions by a direct or indirect Subsidiary of Dealnet to Dealnet or another direct or indirect Subsidiary of Dealnet;
 - (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of Dealnet, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of Dealnet (including any Options under the Plan), except for (A) the issuance of Common Shares issuable upon the exercise of outstanding Options in accordance with their terms, (B) transactions between two or more Persons each of whom is a wholly-owned Subsidiary of Dealnet, or between Dealnet and one or more Persons each of whom is a wholly-owned Subsidiary of Dealnet or (C) as required under any existing Material Contract or Employee Plan disclosed in the Disclosure Letter;
 - (iv) redeem, repurchase or otherwise acquire or offer to redeem purchase or otherwise acquire any of its outstanding securities;
 - (v) split, combine or reclassify or otherwise amend the terms of any of its securities;

- (vi) adopt a plan of liquidation or resolution providing for the liquidation, dissolution, merger, consolidation or a reorganization of Dealnet;
- (vii) amend or modify in any material respect or terminate or waive any material right under any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on August 22, 2020, excluding (i) the expiry of any Material Contract in accordance with its terms or (ii) the renewal of any Material Contract;
- (viii) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, any assets, securities, properties, interests or businesses having a cost, on a per transaction or series of related transactions basis, other than in the ordinary course;
- (ix) pay, discharge or satisfy any material claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course consistent with past practice, of liabilities reflected or reserved against in the Financial Statements or incurred in the ordinary course;
- (x) waive, release, grant or transfer any rights of material value or modify or change any existing material license, Lease, Material Contract or other document, other than in the ordinary course consistent with past practice;
- (xi) prepay any long-term indebtedness before its scheduled maturity or increase, create or incur any new credit facilities, assume or otherwise become liable, in one transaction or in a series of related transactions, with respect to any indebtedness for borrowed money or guarantees thereof in an amount, on a per transaction or series of related transactions basis, in excess of \$1,000,000, except (A) indebtedness under any existing credit facilities of Dealnet or any of its Subsidiaries, (B) indebtedness owing by Dealnet or a wholly-owned Subsidiary of Dealnet to Dealnet or to another wholly-owned Subsidiary of Dealnet, (C) any guarantee by Dealnet of indebtedness of the wholly-owned Subsidiaries of Dealnet or any guarantee by the wholly-owned Subsidiaries of Dealnet of indebtedness of Dealnet or any of the wholly-owned Subsidiaries of Dealnet or (D) with respect to the origination, warehousing and/or securitization of consumer finance receivables;
- (xii) incur, or commit to incur, capital expenditures in excess of \$500,000 in the aggregate;
- (xiii) except as may be required by applicable Law or the terms of any existing Employee Plan or Contract as of August 22, 2020 or as otherwise disclosed to the Offeror: (i) grant, accelerate or increase any severance, change of control or termination pay to (or amend any existing arrangement relating to the foregoing with) any director or officer of Dealnet or any of its Subsidiaries or Employee (other than call centre agents); (ii) grant, accelerate or increase any payment, award (equity or otherwise) or other benefits payable to, or for the benefit of any director, officer or Employee of Dealnet or any of its Subsidiaries; (iii) increase the coverage, contributions, funding requirements or benefits available under any Employee Plan; (iv) increase salaries, compensation (in any form), bonus levels or other benefits payable to any director, officer, Employee or consultant of Dealnet or any of its Subsidiaries other than salary

increases in the ordinary course; (v) waive any restrictive covenants applicable to any current or former director, officer or Employee of Dealnet or any of its Subsidiaries; (vi) except as permitted hereby, enter into or amend any employment, deferred compensation or other similar Contract (or amend any such existing Contract) with any officer, director or Employee of Dealnet or its Subsidiaries; (vii) make any material determination under any Employee Plan that is not in the ordinary course; or (viii) make any bonus or profit sharing distribution or similar payment of any kind;

- (xiv) other than in accordance with the Support Agreement or required under applicable Law, adopt any new Employee Plan or amend or modify, in any material way Employee Plan;
- (xv) cancel or terminate current insurance (or re-insurance) policies maintained by Dealnet, including directors' and officers' insurance, or allow any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;
- (xvi) make any material change in its methods of accounting, except as required by IFRS or by Law, including pursuant to written instructions, comments or Orders from any applicable Securities Authority;
- (xvii) waive, release, assign, settle or compromise any Actions in excess of \$75,000 individually or \$250,000 in the aggregate or which could reasonably be expected to have a Material Adverse Effect;
- (xviii) make any material loan or advance to, or any material capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person, except for loans or rentals to consumers in the ordinary course;
- (xix) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments; or
- (xx) propose, authorize, agree, resolve or commit to do any of the foregoing.

Covenants of Dealnet

Dealnet has made certain covenants to the Offeror, including:

Non-Solicitation

- (a) On and after August 22, 2020, except as provided in Section 6.1 of the Support Agreement, Dealnet shall not, and shall cause each of its Representatives not to, directly or indirectly:
 - (i) 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 Dealnet 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;

- (ii) 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 Dealnet 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 Dealnet 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;
- (iii) 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;
- (iv) 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;
- (v) 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 6.1(a) 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
- (vi) 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, Dealnet 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, Dealnet to fail to comply with the Support Agreement.

- (b) Dealnet shall, 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, Dealnet will:
 - (i) discontinue access to and disclosure of all information, including any data room and any confidential information, properties, facilities, books and records of Dealnet or of any of its Subsidiaries; and
 - (ii) 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 Dealnet 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.
- (c) Dealnet has represented and warranted that (i) Dealnet has not waived any confidentiality, standstill or similar agreement or restriction to which Dealnet 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 further covenanted and agreed that (iii) Dealnet 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 Dealnet, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which Dealnet or any Subsidiary is a Party (it being acknowledged by the Offeror that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing the Support Agreement shall not be a violation of Section 6.1 of the Support Agreement).
- (d) Dealnet shall ensure that its Representatives in connection with the Offer are aware of the provisions of Section 6.1 of the Support Agreement, and Dealnet shall be responsible for any breach of Section 6.1 of the Support Agreement by its Representatives, any of which breach shall be deemed a breach of Section 6.1 of the Support Agreement by Dealnet.

Notification of an Acquisition Proposal

If Dealnet or any of its Subsidiaries or any of their respective Representatives receives or otherwise becomes aware of any inquiry, proposal, offer or expression of interest that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or

disclosure of, confidential information relating to Dealnet or any Subsidiary, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of Dealnet or any Subsidiary, Dealnet shall promptly notify the Offeror, at first orally, and then within 24 hours in writing, of such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest, including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer, request or expression of interest, and copies of all documents, material correspondence or other material received in respect of, from, or on behalf of any such Person, including a copy of any such Acquisition Proposal. Dealnet shall promptly keep the Offeror fully informed, at first orally, and then within 24 hours in writing of any change in the status of developments and negotiations (to the extent such negotiations are permitted pursuant to Section 6.3 of the Support Agreement) with respect to such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest, and shall, promptly upon receipt or delivery thereof, provide the Offeror (or its outside legal counsel) with copies of all documents and written communications relating to any such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest exchanged between Dealnet or any of its Representatives, on the one hand, and the Person making the Acquisition Proposal, inquiry, proposal, offer, request or expression of interest, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest or any of its Representatives, on the other hand. Dealnet shall respond promptly to all inquiries by the Offeror with respect to such Acquisition Proposal, inquiry, proposal, offer, request or expression of interest. Dealnet shall not, and shall cause its Subsidiaries not to, enter into any agreement with any Person subsequent to August 22, 2020 that prohibits, or which contains any provision that adversely affects the rights of Dealnet or any of its Subsidiaries upon compliance with any of the provisions of the Support Agreement.

Responding to an Acquisition Proposal

Notwithstanding any other provision of the Support Agreement to the contrary, if, after August 22, 2020, Dealnet or any of its Representatives receives an Acquisition Proposal from a Person and Dealnet 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, Dealnet and its Representatives may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and, subject to Dealnet (a) entering into a confidentiality and standstill agreement with such Person (if one has not already been entered into) containing terms that are no less favourable to Dealnet in the aggregate than those contained in the Confidentiality Agreement and may not restrict Dealnet from complying with Section 6.3 of the Support Agreement, (b) concurrently providing the Offeror with access to any information that was provided to such Person and not previously provided to the Offeror, and (c) 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 Dealnet 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) Dealnet has been, and continues to be, in compliance with its obligations under the Non-Solicitation Section above in all material respects.

Right to Match

- (a) If Dealnet 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 August 22, 2020, if and only if:

- (i) Dealnet has been, and continues to be, in compliance with its obligations under Section 6.1 of the Support Agreement in all material respects;
 - (ii) Dealnet 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 (the “**Superior Proposal Notice**”);
 - (iii) Dealnet or its Representatives have provided to the Offeror a copy of any proposed definitive agreement for the Superior Proposal;
 - (iv) at least five Business Days (the “**Matching Period**”) 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;
 - (v) 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
 - (vi) Dealnet terminates the Support Agreement pursuant to Section 8.3(a)(i) of the Support Agreement and pays the Company Termination Amount pursuant to Section 8.3(c) of the Support Agreement.
- (b) During the Matching Period, or such longer period as Dealnet may approve in writing for such purpose: (a) the Board shall review any offer made by the Offeror to amend the terms of the Support Agreement in good faith, after consultation with outside legal and financial advisors, in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) if the Board determines that such Acquisition Proposal would no longer constitute a Superior Proposal, Dealnet shall negotiate in good faith with the Offeror to make such amendments to the terms of the Support Agreement as would enable the Offeror to proceed with the transactions contemplated by the Support Agreement on such amended terms. If as a consequence of the foregoing the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, Dealnet shall promptly so advise the Offeror and Dealnet and the Offeror shall amend the Support Agreement to reflect such offer made by the Offeror, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.
- (c) Each successive amendment to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of Section 6.4 of the Support Agreement. Each successive amendment to an Acquisition Proposal

shall constitute a new Acquisition Proposal for the purposes of Section 6.4 of the Support Agreement and Offeror shall be afforded a new Matching Period in respect of each such Acquisition Proposal.

- (d) Nothing in the Support Agreement shall prohibit the Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal. Further, nothing in the Support Agreement shall prevent the Board from making any disclosure to the Shareholders if the Board, acting in good faith and upon the advice of its outside legal and financial advisors, shall have determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Board or such disclosure is otherwise required under Law; provided, however, that, notwithstanding the Board shall not be permitted to make a Change of Recommendation other than as permitted by Section 6.4(a) of the Support Agreement.

Access to Information; Confidentiality

During the Interim Period, Dealnet shall, and shall cause its Representatives to, afford to the Offeror and its Representatives such access as the Offeror may reasonably require at all reasonable times to the officers, employees, agents, properties, books, records and contracts of Dealnet, and shall furnish the Offeror with all data and information as the Offeror may reasonably request. Nothing in the foregoing shall require Dealnet to disclose information to the Offeror which it is prohibited from disclosing pursuant to a written confidentiality agreement (including the Confidentiality Agreement) or confidentiality provision of an agreement with a third party or to provide the Offeror with access to any property where Dealnet is contractually or legally prohibited from doing so. Any such investigation by the Offeror and its Representatives shall not mitigate, diminish or affect the representations and warranties of Dealnet contained in the Support Agreement or any document or certificate given pursuant thereto. Except for disclosures expressly permitted by the terms of the Confidentiality Agreement, the Offeror shall hold, and shall cause its Representatives to hold, all information received from Dealnet or its Representatives, directly or indirectly, in confidence in accordance with the Confidentiality Agreement.

Depositary and Information Agent

Dealnet has appointed Kingsdale Advisors to act as Depositary and Information Agent in connection with the Offer.

Deposit Period News Release

Upon the request the Offeror, Dealnet shall issue a deposit-period news release stating the initial deposit period for the Offer shall expire on the date and time in Section 2.1(g) of the Support Agreement within two Business Days of receipt of such request.

Mutual Covenants

Each of Dealnet and the Offeror will give prompt written notice to the other: (i) of the occurrence, or failure to occur, at any time from August 22, 2020 until the earlier to occur of the termination of the Support Agreement and the Effective Time of any event or state of facts which occurrence or failure would, or would be reasonably likely to (A) cause any of the representations or warranties of either Party contained herein to be untrue or inaccurate in any material respect; or (B) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by either Party at or prior to the Expiry Time, the Take-Up Date or the Effective Time; and (ii) if at any time before the Expiry Time it becomes aware that the Offer Documents, the Directors' Circular, an application for an order, any registration, consent, circular or approval, or any other filing under applicable Laws contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to

make the statements contained therein not misleading in the light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Offer Documents, the Directors' Circular, such application, registration, consent, circular, approval or filing, and the Offeror and Dealnet shall cooperate in the preparation of any amendment or supplement to the Offer Documents, the Directors' Circular, application, registration, consent, circular, approval or filing, as required.

Each of Dealnet and the Offeror agreed to use its commercially reasonable efforts to take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary (on a commercially reasonable basis), proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by the Support Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

- (a) to obtain all necessary or advisable consents, approvals, clearances and authorizations as are required or advisable to be obtained under applicable Laws, including the Competition Act Clearance;
- (b) to defend all lawsuits or other proceedings challenging the Support Agreement or the consummation of the transactions contemplated by the Support Agreement, including any proceedings proposed or initiated by a Shareholder;
- (c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the transactions contemplated by the Support Agreement;
- (d) to effect all necessary registrations and other filings and submissions of information requested by Governmental Entities or required under any applicable Securities Laws, or any other Laws relating to the transactions contemplated by the Support Agreement;
- (e) to execute and deliver such documents as the other Parties may reasonably require; and
- (f) to fulfil all conditions within its power and satisfy all provisions of the Support Agreement, the Offer and any Compulsory Acquisition or Subsequent Acquisition Transaction.

Without limiting the generality of the foregoing, the Offeror with the support and assistance of Dealnet shall prepare and file, as promptly as practicable after the execution of the Support Agreement, an application for an advance ruling certificate and such other filings necessary or advisable to obtain the Competition Act Clearance and, in connection therewith, provide such other information and communications to such Governmental Authorities or other Persons as such Governmental Entities or other Persons may reasonably request in connection therewith. The Offeror and Dealnet shall consult and cooperate with each other in connection with all notices, filings, applications, analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted in connection with obtaining the Competition Act Clearance. The Offeror and Dealnet will not make any notification, filing, application or other submission in relation to the transactions contemplated hereby without first providing the other Party with a copy of such notification, filing, application or other submission in draft form (subject to reasonable redactions or limiting the sharing of such draft, or parts thereof, to an outside-counsel-only basis where appropriate) and giving the other Party a reasonable opportunity to consider its content before it is filed with the relevant Governmental Entity, and shall consider and take account of all reasonable comments timely made in this respect. The Offeror and Dealnet shall promptly notify each other of any substantive communications from or with any Governmental Entity with respect to the transactions contemplated by the Support Agreement and will use their reasonable best efforts to ensure, to the extent permitted by Law, that the other Party, or the other Party's outside counsel where appropriate, are involved in any substantive communications and invited to attend meetings with, or other appearances before, any Governmental Entity with respect to the transactions contemplated by the

Support Agreement. The Offeror and Dealnet shall not enter into any timing or other agreements with any Governmental Entity without the express written consent of the other party.

Conditions of the Offer

Subject to the provisions of the Support Agreement, the Offeror has the right to withdraw the Offer and will not be required to take up, purchase or pay 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, 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 $\frac{2}{3}$ % 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 have been terminated in accordance with its terms;
- (c) Dealnet shall have complied in all material respects with its covenants and obligations under the Support 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 Dealnet (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 Dealnet in Section 3.1(a) through to and including Section 3.1(f) 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 Dealnet in Section 3.1(a) through to and including Section 3.1(f) 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 Dealnet, 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 Chief Financial Officer of Dealnet (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 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) (A) 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 Dealnet 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 (B) 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;
 - (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 Dealnet 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 Dealnet 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 the Support Agreement;
- (h) there shall not exist or have occurred (or, if there does exist or shall have occurred prior to the date of the Support Agreement, there shall not have been disclosed, generally or to the Offeror in writing on or before the execution and delivery of the Support Agreement) any Material Adverse Effect, and the Offeror shall have received a certificate of the Chief Executive Officer and the Chief Financial Officer of Dealnet (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 Dealnet with any securities authority in Canada or elsewhere which constitutes a Material Adverse Effect;
- (j) all outstanding Options and Deferred Share Units shall have been exercised, converted, cancelled or otherwise dealt with in accordance with Section 2.5 of the Support Agreement; and
- (k) the Dealnet Board shall not have authorized the issuance of any securities or the grant of further Options, Deferred Share Units 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 exclusive benefit of the Offeror and may be asserted by the Offeror regardless of the circumstances giving rise to any such condition. The Offeror may, in the Offeror's sole discretion, waive any of the foregoing conditions, in whole or in part, at any time and from time to time, both before and after the Expiry Time, without prejudice to any other rights which the Offeror may have. The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed to be a waiver of any such right and each such right will be deemed to be an ongoing right which may be asserted at any time and from time to time.

Termination

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

- (a) by mutual written consent of Dealnet and the Offeror;
- (b) by Dealnet:
 - (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 Dealnet 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 Dealnet; 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 Dealnet; 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 Dealnet has not breached any of its obligations under the Support Agreement; and further provided that Dealnet has previously or contemporaneously paid to the Offeror the Company 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 Dealnet breaches any covenant or obligation in Section 6.1 of the Support Agreement;
 - (iii) if Dealnet 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 Dealnet 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 Dealnet provided herein: (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 any respect; where, in either case, at any time prior to the Expiry Time 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 Dealnet 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.

Expenses

Dealnet and the Offeror agree that all out-of-pocket expenses of the Parties relating to the Support Agreement or the transactions contemplated hereby shall be paid by the Party incurring such expenses, irrespective of the completion of the transactions contemplated hereby; except that if (a) the Support Agreement is terminated pursuant to Section 8.2(c)(iii) or Section 8.2(c)(iv), and (b) Dealnet has, in

accordance with the Support Agreement, not paid the Company Termination Amount to the Offeror, Dealnet shall reimburse the Offeror in connection with all its out-of-pocket expenses actually incurred up to a maximum of \$800,000 within two Business Days after the date of termination of the Support Agreement. The Parties agree that the filing fee in respect of the Competition Act Clearance shall be split equally between the Offeror and Dealnet.

16. Lock-up Agreements

Simply Green entered into Lock-up Agreements dated August 22, 2020 with all directors and executive officers of Dealnet (the “**Locked-up Securityholders**”) who own, collectively, approximately 3.36% of the outstanding Common Shares. Pursuant to the Lock-up Agreements, the Locked-up Securityholders have agreed, among other things, to: (i) support the Offer and to cooperate in good faith with the Offeror to complete the transactions contemplated in the Support Agreement; and (ii) deposit their Common Shares, including Common Shares acquired upon exercise of Options, under the Offer and not to withdraw such Common Shares.

The Lock-up Agreements require the Locked-up Securityholders to support any Alternative Transaction that the Offeror concludes to be necessary or desirable on equivalent or better terms and conditions as those contemplated by the Support Agreement, including the Offer. Accordingly, the Locked-up Securityholder is required to validly tender his, her or its Common Shares following their acceptance of the Offer. The Locked-up Securityholders have agreed to not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Support Agreement, and have agreed to cooperate to successfully complete the transactions with the Offeror.

The Lock-Up Agreements require the Offeror to take all steps required of it to complete the Offer and cause the Offer Price to be made available to pay for the Common Shares.

The Lock-Up Agreements automatically terminate (i) upon the termination of the Support Agreement in accordance with its terms, or (ii) on the Expiry Time, whichever is the earliest to occur. In addition, the Lock-up Agreements may be terminated at any time by mutual consent of the Offeror and a Locked-up Securityholder.

17. Effect of the Offer on the Market for and Listing of Common Shares and Status as a Reporting Issuer

The purchase of Common Shares by the Offeror under the Offer will reduce the number of Common Shares that might otherwise trade publicly and will reduce the number of Shareholders and, depending on the number of Common Shares acquired by the Offeror, could materially adversely affect the liquidity and market value of any remaining Common Shares held by the public.

The rules and regulations of the TSXV establish certain criteria which, if not met, could, upon successful completion of the Offer, lead to the delisting of the Common Shares from the TSXV. Depending on the number of Common Shares purchased by the Offeror under the Offer or otherwise, it is possible that the Common Shares would fail to meet the criteria for continued listing on the TSXV. If this were to happen, the Common Shares could be delisted and this could, in turn, adversely affect the market or result in a lack of an established market for the Common Shares. If the Offeror proceeds with a Compulsory Acquisition or a Subsequent Acquisition Transaction, the Offeror intends to cause Dealnet to apply to delist the Common Shares from the TSXV as soon as practicable after completion of the Offer and any Compulsory Acquisition or any Subsequent Acquisition Transaction. If the Common Shares are delisted from the TSXV, 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 publicly held and the aggregate market value of the Common Shares publicly held at such time, the interest in maintaining a market in Common Shares on the part of securities firms, whether Dealnet remains subject to public reporting requirements in Canada and other factors.

The Common Shares are not currently registered under the U.S. Exchange Act or listed or quoted on a stock exchange in the United States.

18. Certain Canadian Federal Income Tax Considerations

The following summary describes the principal Canadian federal income tax considerations, as of the date hereof, generally applicable to a beneficial owner of Common Shares who disposes of Common Shares pursuant to the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction and who, at all relevant times, for the purposes of the *Income Tax Act* (Canada) and the *Income Tax Regulations* (collectively, the “**Tax Act**”): (i) deals at arm’s length with the Offeror and Dealnet; (ii) is not affiliated with the Offeror or Dealnet; and (iii) holds the Common Shares as capital property (a “**Holder**”). Generally, the Common Shares will be capital property to a Holder provided the Holder does not hold those Common Shares in the course of carrying on a business or as part of an adventure or concern in the nature of trade.

This summary does not address all issues relevant to Shareholders who acquired their Common Shares on the exercise of an Option. In addition, this summary assumes that any person that held or holds at any time Convertible Securities or other rights to acquire Common Shares will have exercised, exchanged or redeemed such Convertible Securities or otherwise exercised such rights to receive Common Shares and this summary does not address the tax consequences of such exercise, exchange or redemption. This summary does not otherwise address persons who hold Convertible Securities or such other rights and such persons should consult their own tax advisors with respect to the Canadian federal income tax consequences to them of the expiry, exercise or redemption of, the continued holding of, replacement or disposition of, after the Expiry Time, such Convertible Securities or other rights, as applicable, and of the acquisition, holding and disposing of Common Shares or any other securities in respect thereof, which may differ materially from the discussion provided in this summary.

This summary is based on the current provisions of the Tax Act and on the Offeror’s understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (“**CRA**”) published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Proposed Amendments**”) and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice, whether by legislative, administrative or judicial action, nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those described herein.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular Shareholder. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, Shareholders should consult their own tax advisors having regard to their own particular circumstances.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any applicable income tax convention is, or is deemed to be, resident in Canada (a “**Resident Holder**”). Certain Resident Holders may be entitled to make or may have already made the irrevocable election permitted by subsection 39(4) of the Tax Act, the effect of which may be to deem to be capital property any Common Shares (and any other “Canadian security”, as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made and in all subsequent taxation years. Resident Holders whose Common Shares might not otherwise be considered to be capital property should consult their own tax advisors concerning this election.

This portion of the summary is not applicable to: (i) a Shareholder that is a “specified financial institution”; (ii) a Shareholder an interest in which is a “tax shelter investment”; (iii) a Shareholder that is, for purposes

of certain rules (referred to as the mark-to-market rules) applicable to securities held by financial institutions, a “financial institution”; (iv) a Shareholder that reports its “Canadian tax results” in a currency other than Canadian currency; or (v) a Shareholder that has entered into, or will enter into, with respect to their Common Shares, a “derivative forward agreement”, or a “synthetic disposition arrangement”, each as defined in the Tax Act. Such Shareholders should consult their own tax advisors.

Sale Pursuant to the Offer

Generally, a Resident Holder who disposes of Common Shares pursuant to the Offer will realize a capital gain (or a capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the aggregate adjusted cost base to the Resident Holder of the Common Shares immediately before the disposition.

Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a “**taxable capital gain**”) realized in the year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one-half of the amount of any capital loss (an “**allowable capital loss**”) realized in a taxation year from taxable capital gains realized by the Resident Holder in the year. Allowable capital losses in excess of taxable capital gains for the year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years.

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of a Common Share may be reduced by the amount of any dividends received (or deemed to be received) by the Resident Holder on such Common Share (or another share where the Common Share has been acquired in exchange for such other share) to the extent and under the circumstances prescribed by the Tax Act. Similar rules may apply where a Common Share is owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

A Resident Holder that is throughout the relevant taxation year a “Canadian-controlled private corporation”, as defined in the Tax Act, may be liable to pay an additional refundable tax on certain investment income for the year, including taxable capital gains. Capital gains realized by a Resident Holder that is an individual or trust (other than certain specified trusts) throughout the relevant taxation year, may give rise to alternative minimum tax under the Tax Act.

Compulsory Acquisition

As described in Section 12 of this Circular, “*Acquisition of Common Shares Not Deposited – Compulsory Acquisition*”, the Offeror may, in certain circumstances, acquire Common Shares not deposited under the Offer pursuant to statutory rights of purchase under Part 15 of the OBCA (defined above as a “**Compulsory Acquisition**”). The tax consequences to a Resident Holder of a disposition of Common Shares in such circumstances will generally be as described above under “– *Sale Pursuant to the Offer*”. However, where a Resident Holder exercises their right to go to court for a determination of fair value in a Compulsory Acquisition and is entitled to receive the fair value of their Common Shares, the proceeds of disposition will be the amount (other than interest) determined by the court and the Resident Holder will be required to include in computing its income any interest awarded by a court in connection with a Compulsory Acquisition.

Subsequent Acquisition Transaction

As described in Section 12 of this Circular, “*Acquisition of Common Shares Not Deposited – Subsequent Acquisition Transaction*”, if the Offeror does not acquire all of the Common Shares pursuant to the Offer or by means of a Compulsory Acquisition, the Offeror may propose other means of acquiring the remaining issued and outstanding Common Shares. The tax treatment of a Subsequent Acquisition

Transaction to a Resident Holder will depend upon the exact manner in which the Subsequent Acquisition Transaction is carried out.

By way of example, a Subsequent Acquisition Transaction could be implemented by means of an amalgamation of Dealnet and the Offeror (and/or one or more of its affiliates) pursuant to which Resident Holders who have not tendered their Common Shares under the Offer would have their Common Shares converted on the amalgamation into only redeemable preference shares of the amalgamated corporation (“**Redeemable Shares**”) which would then immediately be redeemed for cash. Such Resident Holders would not realize a capital gain or capital loss as a result of the amalgamation, and the adjusted cost base to the Resident Holder of the Redeemable Shares received would be equal to the adjusted cost base to the Resident Holder of the Common Shares immediately before the amalgamation.

However, on the redemption of the Redeemable Shares, such Resident Holder would generally,

- (a) be deemed to receive a dividend (subject to the application of subsection 55(2) of the Tax Act to a holder of Redeemable Shares that is a corporation, as discussed below) equal to the amount, if any, by which the redemption price of the Resident Holder’s Redeemable Shares exceeds the paid-up capital of such holder’s Redeemable Shares for purposes of the Tax Act; and
- (b) be considered to have disposed of such holder’s Redeemable Shares for proceeds of disposition equal to the redemption price less the amount of the deemed dividend, if any, computed in (a). As a result, the Resident Holder will realize a capital gain (or capital loss) equal to the amount by which such proceeds of disposition net of any reasonable costs of disposition exceed (or are less than) the adjusted cost base of the Redeemable Shares immediately before the disposition. The computation and tax consequences of any such capital gain or capital loss would be generally as described above under “– *Sale Pursuant to the Offer*”.

Subject to the application of subsection 55(2) of the Tax Act, a Resident Holder will be required to include in computing its income for a taxation year any dividends deemed to be received on the Redeemable Shares. In the case of a Resident Holder that is an individual (other than certain trusts), such dividends will be subject to the gross-up and dividend tax credit applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit applicable to any dividends designated by the amalgamated corporation as “eligible dividends” in accordance with the provisions of the Tax Act. Subject to the application of subsection 55(2) of the Tax Act, any such dividends deemed to be received by a Resident Holder that is a corporation will generally be deductible in computing the corporation’s taxable income.

Subsection 55(2) of the Tax Act provides that where a Resident Holder that is a corporation would otherwise be deemed to receive a dividend, in certain circumstances the deemed dividend may be deemed not to be received as a dividend and instead may be treated as a capital gain. Resident Holders that are corporations should consult their own tax advisors in this regard.

A Resident Holder that is a “private corporation”, as defined in the Tax Act, or any other corporation controlled, whether because of a beneficial interest in one or more trusts or otherwise, by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts), will generally be liable to pay a refundable tax under Part IV of the Tax Act on dividends received (or deemed to be received) on the Common Shares to the extent such dividends are deductible in computing the Resident Holder’s taxable income for the year.

Under the current administrative practice of the CRA, a Resident Holder who exercises the right of dissent in respect of an amalgamation will be considered to have disposed of such holder’s Common Shares for proceeds of disposition equal to the amount paid by the amalgamated corporation to the dissenting Resident Holder (excluding any interest awarded by a court). Because of uncertainties under the relevant

corporate legislation as to whether such amounts paid to a dissenting Resident Holder would be treated entirely as proceeds of disposition or in part as the payment of a deemed dividend, dissenting Resident Holders should consult with their own tax advisors. A dissenting Resident Holder will be required to include in computing its income any interest awarded by a court in connection with an amalgamation.

As an alternative to the amalgamation discussed herein, the Offeror may propose an arrangement, reorganization, consolidation, recapitalization, reclassification, continuance or other transaction, the tax consequences of which may differ from those arising on the sale of Common Shares under the Offer or the amalgamation transaction described above and will depend on the particular form and circumstances of such alternative transaction. No opinion is expressed herein as to the tax consequences of any such alternative transaction to a Resident Holder.

Resident Holders should consult their own tax advisors with respect to the potential income tax consequences to them of having their Common Shares acquired pursuant to a Subsequent Acquisition Transaction.

Qualified Investment Status – Delisting of Common Shares Following Completion of the Offer

As noted above under Section 17 of this Circular, “*Effect of the Offer on the Market for and Listing of Common Shares and Status as a Reporting Issuer*”, the Common Shares may cease to be listed on the TSXV. If the Common Shares cease to be listed on any designated stock exchange (which includes the TSXV) and Dealnet ceases to be a “public corporation” for purposes of the Tax Act, the Common Shares will not be qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, registered disability savings plan, deferred profit sharing plans and tax-free savings accounts.

Resident Holders who hold the Common Shares in such plans should consult their own tax advisors in this respect.

Holders Not Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act is not, and is not deemed to be, resident in Canada, and does not use or hold, and is not deemed to use or hold, the Common Shares in a business carried on in Canada (a “**Non-Resident Holder**”). Special rules, which are not discussed in this summary, may apply to certain holders that are insurers carrying on an insurance business in Canada and elsewhere.

Sale Pursuant to the Offer

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition of Common Shares, unless the Common Shares are “taxable Canadian property” to the Non-Resident Holder for purposes of the Tax Act and the Common Shares are not “treaty-protected property” of the Non-Resident Holder for purposes of the Tax Act.

Generally, the Common Shares will not constitute taxable Canadian property to a Non-Resident Holder at the time of disposition provided that the Common Shares are listed at that time on a designated stock exchange (which includes the TSXV) unless at any particular time during the 60-month period that ends at that time: (i) one or any combination of: (a) the Holder; (b) persons with whom the Holder does not deal with at arm’s length; and (c) partnerships in which the Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, has owned 25% or more of the issued shares of any class or series of the capital stock of Dealnet; and (ii) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of: (a) real or immovable properties situated in Canada; (b) “Canadian resource properties” (as defined in the Tax Act); (c) “timber resource properties” (as defined in the Tax Act); and (d) options in respect of, or interests in, or for civil law rights in, property in any of the foregoing whether or not the property exists.

Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Common Shares could be deemed to be taxable Canadian property.

Even if the Common Shares are taxable Canadian property to a Non-Resident Holder, a taxable capital gain resulting from the disposition of the Common Shares will not be included in computing the Non-Resident Holder's taxable income earned in Canada for the purposes of the Tax Act if, at the time of the disposition, the Common Shares constitute "treaty-protected property" of the Non-Resident Holder for purposes of the Tax Act. Common Shares will generally be considered "treaty-protected property" of a Non-Resident Holder for purposes of the Tax Act at the time of the disposition if the gain from their disposition would, because of an applicable income tax treaty between Canada and the country in which the Non-Resident Holder is resident for purposes of such treaty and in respect of which the Non-Resident Holder is entitled to receive benefits thereunder, be exempt from tax under the Tax Act.

In the event that the Common Shares are considered to be taxable Canadian property but not treaty-protected property, such Non-Resident Holder will realize a capital gain (or capital loss) generally in the circumstances and computed in the manner described above under "*Holders Resident in Canada – Sale Pursuant to the Offer*" as if the Non-Resident Holder were a Resident Holder thereunder.

Non-Resident Holders whose Common Shares are taxable Canadian property should consult their own tax advisors for advice having regard to their particular circumstances, including whether their Common Shares constitute treaty-protected property.

Compulsory Acquisition

Subject to the discussion below under "*– Delisting of Common Shares Following Completion of the Offer*", a Non-Resident Holder will not be subject to income tax under the Tax Act on a disposition of Common Shares pursuant to the Offeror's statutory rights of purchase described under Section 12 of this Circular, "*Acquisition of Common Shares Not Deposited – Compulsory Acquisition*" unless the Common Shares are "taxable Canadian property" to the Non-Resident Holder for purposes of the Tax Act and the Common Shares are not "treaty-protected property" of the Non-Resident Holder for purposes of the Tax Act. Any interest awarded by a court and paid or credited to a Non-Resident Holder exercising its rights described under Section 12 of this Circular, "*Acquisition of Common Shares Not Deposited – Compulsory Acquisition*" will not be subject to Canadian withholding tax provided the interest is not "participating debt interest" as defined in the Tax Act.

Non-Resident Holders whose Common Shares are taxable Canadian property should consult their own tax advisors for advice having regard to their particular circumstances, including whether their Common Shares constitute treaty-protected property.

Subsequent Acquisition Transaction

As described in Section 12 of this Circular, "*Acquisition of Common Shares Not Deposited – Subsequent Acquisition Transaction*", if the Offeror does not acquire all of the Common Shares pursuant to the Offer or by means of a Compulsory Acquisition, the Offeror may propose other means of acquiring the remaining issued and outstanding Common Shares. The tax treatment of a Subsequent Acquisition Transaction to a Non-Resident Holder will depend upon the exact manner in which the Subsequent Acquisition Transaction is carried out.

By way of example, a Subsequent Acquisition Transaction could be implemented by means of an amalgamation of Dealnet with the Offeror (and/or one or more of its affiliates) pursuant to which Non-Resident Holders who have not tendered their Common Shares under the Offer would have their Common Shares converted on the amalgamation into Redeemable Shares which would then immediately be redeemed for cash. Such Non-Resident Holders would not realize a capital gain or capital loss as a result of the conversion and the adjusted cost base to the Non-Resident Holder of the Redeemable Shares received would be equal to the adjusted cost base to the Non-Resident Holder of the Common

Shares immediately before the amalgamation. On the redemption of Redeemable Shares, a Non-Resident Holder will be deemed to have received a dividend, and possibly a capital gain, in respect of the Redeemable Shares in the manner described above under “Holders Resident in Canada – Subsequent Acquisition Transactions”, without regard to subsection 55(2) of the Tax Act.

Dividends, including deemed dividends, on Common Shares or Redeemable Shares owned by a Non-Resident Holder will be subject to Canadian withholding tax at a rate of 25%, subject to any reduction in the rate of withholding to which the Non-Resident Holder is entitled under any applicable income tax convention. For example, under the *Canada-U.S. Income Tax Convention (1980)* (the “**Convention**”), where dividends are paid to or derived by a Non-Resident Holder who is the beneficial owner of the dividends and is a U.S. resident for purposes of, and who is entitled to benefits in accordance with the provisions of, the Convention, the applicable rate of Canadian withholding tax is generally reduced to 15%. In addition, if the Redeemable Shares are “taxable Canadian property” and not “treaty-protected property” of the Non-Resident Holder for purposes of the Tax Act, any capital gain realized on their disposition will be taxed as described above under “*Holders Resident in Canada – Subsequent Acquisition Transaction*”, without regard to subsection 55(2) of the Tax Act.

Under the current administrative practice of the CRA, a Non-Resident Holder who exercises the right of dissent in respect of an amalgamation will be considered to have disposed of such holder’s Common Shares for proceeds of disposition equal to the amount paid by the amalgamated corporation to the dissenting Non-Resident Holder (excluding any interest awarded by a court). Because of uncertainties under the relevant corporate legislation as to whether such amounts paid to a dissenting Non-Resident Holder would be treated entirely as proceeds of disposition or in part as the payment of a deemed dividend, dissenting Non-Resident Holders should consult with their own tax advisors. Where a dissenting Non-Resident Holder receives interest in connection with the exercise of the right of dissent in respect of an amalgamation, the interest will not be subject to Canadian withholding tax under the Tax Act.

As an alternative to the amalgamation discussed herein, the Offeror may propose an arrangement, reorganization, consolidation, recapitalization, reclassification, continuance or other transaction, the tax consequences of which may differ from those arising on the sale of Common Shares under the Offer or the amalgamation transaction described above and will depend on the particular form and circumstances of such alternative transaction. No opinion is expressed herein as to the tax consequences of any such alternative transaction to a Non-Resident Holder.

Non-Resident Holders should consult their own tax advisors with respect to the potential income tax consequences to them of having their Common Shares acquired pursuant to a Subsequent Acquisition Transaction.

Delisting of Common Shares Following Completion of the Offer

As noted above under Section 17 of this Circular, “*Effect of the Offer on the Market for and Listing of Common Shares and Status as a Reporting Issuer*”, the Common Shares may cease to be listed on the TSXV following the completion of the Offer and may not be listed on the TSXV or any other stock exchange at the time of their disposition pursuant to a Compulsory Acquisition or a Subsequent Acquisition Transaction.

Non-Resident Holders who do not dispose of their Common Shares pursuant to the Offer are cautioned that, the Common Shares may cease to be listed on the TSXV following the completion of the Offer (as noted above under “*Effect of the Offer on the Market for and Listing of Common Shares and Status as a Reporting Issuer*”) and may not be listed on the TSXV or any other stock exchange at the time of their disposition pursuant to a Compulsory Acquisition or a Subsequent Acquisition Transaction.

Common Shares that are not listed on a designated stock exchange at the time of their disposition will be considered taxable Canadian property of the Non-Resident Holder, if at any particular time during the 60-month period that ends at that time more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of: (i) real or immovable properties situated in

Canada; (ii) “Canadian resource properties” (as defined in the Tax Act); (iii) “timber resource properties” (as defined in the Tax Act); and (iv) options in respect of, or interests in, or for civil rights in, property in any of the foregoing whether or not the property exists. Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Common Shares could be deemed to be taxable Canadian property.

If the Common Shares are taxable Canadian property of the Non-Resident Holder at the time of their disposition and are not “treaty-protected property” of the Non-Resident Holder for purposes of the Tax Act, the Non-Resident Holder may be subject to tax under the Tax Act in respect of any capital gain realized on the disposition. Furthermore, if the Common Shares are not listed on a recognized stock exchange (as defined in the Tax Act) at the time of their disposition, the notification and, in certain circumstances, the withholding provisions of section 116 of the Tax Act will apply to the Non-Resident Holder with the result that, among other things, unless the Offeror has received a clearance certificate, pursuant to section 116 of the Tax Act, relating to the disposition of a Non-Resident Holder’s Common Shares, or evidence, satisfactory to the Offeror, that the Common Shares are “treaty-protected property” of the Non-Resident Holder, the Offeror will deduct or withhold 25% from any payments made to the Non-Resident Holder and will remit such amount to the Receiver General on account of the Non-Resident Holder’s liability for tax under the Tax Act.

A Non-Resident Holder who disposes of taxable Canadian property may be required to file a Canadian income tax return for the year in which the disposition occurs.

Non-Resident Holders should consult their own tax advisors with respect to the potential income tax consequences to them of having their Common Shares acquired pursuant to a Subsequent Acquisition Transaction.

19. Depositary and Information Agent

The Offeror has retained Kingsdale Advisors to act as Depositary and Information Agent to provide information to Shareholders in connection with the Offer and to receive deposits of certificate(s) or other evidence representing Common Shares and accompanying Letters of Transmittal deposited under the Offer at its office in Toronto, Ontario specified in the Letter of Transmittal. In addition, the Depositary and Information Agent will receive deposits of Notices of Guaranteed Delivery at its office in Toronto, Ontario specified in the Notice of Guaranteed Delivery. The Depositary and Information Agent will also be responsible for giving certain notices, if required by applicable Law, and for making payment for all Common Shares purchased by the Offeror under the Offer. The Depositary and Information Agent will also facilitate book-entry transfers of Common Shares. The Depositary and Information Agent will receive reasonable and customary compensation from the Offeror for its services in connection with the Offer, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities. The Depositary and Information Agent can be contacted by telephone toll-free at 1-866-851-3214 within North America and at 1-416-867-2272 outside of North America or by e-mail at contactus@kingsdaleadvisors.com.

20. Financial Advisor and Dealer Manager

Raymond James has been retained by the Offeror to act as financial advisor to the Offeror with respect to the Offer.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depositary and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charge will apply. Shareholders should contact the Depositary and Information Agent or a broker or dealer for assistance in accepting the Offer and depositing their Common Shares with the Depositary and Information Agent.

Except as set out herein, the Offeror has not agreed to pay any fees or commissions to any stockbroker, dealer or other person for soliciting tenders of Common Shares under the Offer; provided that the Offeror may make other arrangements with dealer managers or information agents, either within or outside Canada, for customary compensation during the Offer period if it considers it appropriate to do so.

21. Statutory Rights

Securities legislation in the provinces and territories of Canada provides security holders with, in addition to any other rights 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 notice that is required to be delivered to the 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.

22. Directors' Approval

The contents of the Offer to Purchase and this Circular have been approved, and the sending of the Offer to Purchase and Circular to the Shareholders and the holders of Convertible Securities has been authorized, by the board of the Offeror.

CERTIFICATE OF SIMPLY GROUP ACQUISITION CORP.

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 the light of the circumstances in which it was made.

DATED: September 9, 2020.

		<i>"Lawrence Krimker"</i>
		President

The Depositary and Information Agent for the Offer is:



Kingsdale Advisors
The Exchange Tower
130 King St W, Suite #2950
Toronto, ON M5X 1K6

North America Toll-Free: 1-866-851-3214
Outside North America: 1-416-867-2272
Email: contactus@kingsdaleadvisors.com

Questions and requests for assistance may be directed to the Depositary and Information Agent at the telephone numbers and locations set out above.

QUESTIONS? NEED ASSISTANCE?

CONTACT US

North American Toll Free Phone

1.866.851.3214

@ E-mail: contactus@kingsdaleadvisors.com

 Fax: 416.867.2271

Toll Free Facsimile: 1.866.545.5580

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