

## QUESTIONS AND ANSWERS ABOUT THE SECURITYHOLDER MEETING AND THE ARRANGEMENT

**Your vote is important.** The following are certain questions that you as a Securityholder may have regarding the Arrangement Resolution to be considered at the Securityholder Meeting. These questions and answers do not provide all of the information relating to the Securityholder Meeting or the matters to be considered at the Securityholder Meeting and are qualified in their entirety by the more detailed information contained elsewhere in this Circular, the attached Appendices, the form of proxy or voting instruction form, as applicable, and the Letter of Transmittal, all of which are important and should be reviewed carefully. You are urged to carefully read the entirety of this Circular before making a decision related to your Shares.

### **Q: Why did I receive this document?**

**A:** This document is a management information circular that has been mailed in advance of the Securityholder Meeting, in accordance with applicable Law. This Circular describes, among other things, the background to the Arrangement as well as the reasons for the determinations and recommendations of the Special Committee and the Board. This Circular contains a detailed description of the Arrangement, including certain risk factors relating to the Arrangement. **If you are a Registered Securityholder, a form of proxy accompanies this Circular. If you are a non-registered (beneficial) Shareholder, a voting instruction form accompanies this Circular.** See “*Business of the Meeting – The Arrangement – Background to the Arrangement*”.

On September 26, 2025, the Company, Purchaser and Parent entered into the Arrangement Agreement, pursuant to which it was agreed, among other things, to implement the Arrangement in accordance with and subject to the terms and conditions contained therein and in the Plan of Arrangement. See “*Summary of the Agreements in Connection with the Arrangement – The Arrangement Agreement*” for a summary of the Arrangement Agreement. A copy of the Arrangement Agreement is available under the Company’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). The full text of the Plan of Arrangement is attached to this Circular as Appendix A. Descriptions of the terms of the Arrangement Agreement, the Plan of Arrangement and the other agreements contained herein are summaries of certain key terms of those documents and are not complete and are qualified in their entirety by the full text of such agreements.

As a Securityholder as of the Record Date, you are entitled to receive notice of, and to vote at, the Securityholder Meeting or any adjournment or postponement thereof. Management is soliciting your proxy, or vote, and providing this Circular in connection with that solicitation.

### **Questions Relating to the Arrangement**

#### **Q: What is the proposed Arrangement?**

**A:** The purpose of the Arrangement is to effect the acquisition by the Purchaser of all of the issued and outstanding Shares in the capital of the Company (other than the Rollover Shares) by way of a statutory plan of arrangement under Division 5 of Part 9 of the BCBCA. Pursuant to the Arrangement, the Purchaser, a newly-formed entity controlled by funds affiliated with GTCR, proposes to acquire all of the issued and outstanding Shares (other than the Rollover Shares and Dissent Shares) for \$11.00 in cash per Share. In addition, Parent will acquire the Rollover Shares pursuant to the Rollover Agreements. As a consequence of the Arrangement and the Rollover Agreements, the Purchaser and Parent, collectively, will own all of the issued and outstanding Shares following completion of the Arrangement.

See “*Business of the Meeting – The Arrangement – Purpose of the Arrangement*”.

The price of \$11.00 per Share in cash represents a significant and attractive premium of approximately 33% to both the closing price and the 20-day volume weighted average trading price of the Subordinate Voting Shares on the TSX on September 25, 2025, being the last trading day prior to announcement of the Arrangement.

#### **Q: What is the background and reasons for the proposed Arrangement?**

**A:** The Arrangement Agreement was the result of a rigorous negotiation process undertaken with the oversight and participation of the Special Committee and its financial and legal advisors, together with the Board, the Company and its external advisors. See “*Business of the Meeting – The Arrangement – Background to the Arrangement*” for a summary of certain relevant background information that informed the Board and the Special Committee’s deliberations as well as the principal events leading to the execution of the Arrangement Agreement and the public announcement of the Arrangement.

In determining that the Arrangement is fair to Shareholders (other than the Rollover Shareholders) and in the best interests of the Company, the Board and the Special Committee, with the assistance, as applicable, of the Company’s management, legal and financial advisors, and the Special Committee’s legal and financial advisors, carefully reviewed the Arrangement, the terms and conditions of the Arrangement Agreement and the related agreements and documents and considered and relied upon a number of substantive factors, including receipt of the Formal Valuation and Fairness Opinions and those factors set out under the heading “*Business of the Meeting – the Arrangement – Reasons for the Recommendations of the Special Committee and the Board*”.

**Q: Does the Special Committee support the Arrangement?**

A: Yes. The Special Committee, after, among other things, receiving experienced, qualified and independent legal and financial advice in evaluating the Arrangement, including the Formal Valuation and Fairness Opinions, and careful consideration of various matters, unanimously determined that the Arrangement and the entering into of the Arrangement Agreement is fair to Shareholders (other than the Rollover Shareholders) and in the best interests of the Company and unanimously recommended that the Board (with conflicted directors abstaining) approve the Arrangement and recommend that the Securityholders (other than the Rollover Shareholders) vote **FOR** the Arrangement Resolution.

**Q: Does the Board support the Arrangement?**

A: Yes. The Board (with conflicted directors abstaining), on the unanimous recommendation of the Special Committee and after, among other things, receiving experienced and qualified legal and financial advice in evaluating the Arrangement, including the Formal Valuation and Fairness Opinions, and careful consideration of various matters, unanimously determined that the Arrangement and the entering into of the Arrangement Agreement is fair to Shareholders (other than the Rollover Shareholders) and in the best interests of the Company. Accordingly, the Board (with conflicted directors abstaining) unanimously recommends that the Securityholders (other than the Rollover Shareholders) vote **FOR** the Arrangement Resolution.

**Q: Who has agreed to support the Arrangement?**

A: Mr. Rosenberg, Mr. Tchaplia, and L Catterton Investor (together with their respective associates and affiliates, the “**Key Supporting Shareholders**”) have each entered into a Key Supporting Shareholder VSA with the Purchaser to vote all of the Securities owned, directly or indirectly, or controlled by, the Key Supporting Shareholder in favour of the Arrangement and against any competing Acquisition Proposals. The Key Supporting Shareholder VSAs restrict the ability of the Key Supporting Shareholders to vote for, support or participate in a competing transaction for as long as the Arrangement Agreement is in force and for a period of four months following the termination of the Arrangement Agreement in certain circumstances, including as a result of failure to obtain the Securityholder Approval. In aggregate, as of the Record Date, 71,273,196 Subordinate Voting Shares, 8,254,535 Multiple Voting Shares, 4,125,000 Options, 355,391 RSUs, and 455,128 PSUs are subject to the Key Supporting Shareholder VSAs, representing approximately 40.2% of the outstanding Securities that will have voting rights at the Securityholder Meeting and approximately 55.9% of the voting power attached to all Securities voting at the Securityholder Meeting. In addition, other than the Key Supporting Shareholders, certain Shareholders and each of the Company’s directors who hold Securities and certain senior officers of the Company (the “**Supporting Securityholders**”), who hold, in aggregate, an approximate 4.6% of the voting power attached to all Securities voting at the Securityholder Meeting, have entered into customary voting support agreements pursuant to which they have agreed, subject to the terms thereof, to vote all of their Securities in favour of the Arrangement at the Securityholder Meeting.

See “*Summary of Agreements in Connection with the Arrangement – Voting Support Agreements*”.

**Q: What approvals are required by Securityholders at the Securityholder Meeting?**

A: The Arrangement Resolution must be approved by at least: (i) 66⅔% of the votes cast by all Shareholders (including Rollover Shareholders) present in person (virtually) or by Proxyholder at the Securityholder Meeting, with all Shareholders voting as a single class, including, for the avoidance of doubt, each Multiple Voting Share entitling the holder thereof to ten votes and each Subordinate Voting Share entitling the holder thereof to one vote; (ii) 66⅔% of the votes cast by all Securityholders (including Rollover Shareholders) present in person (virtually) or by Proxyholder at the Securityholder Meeting, with all Securityholders voting as a single class, including, for the avoidance of doubt, each Multiple Voting Share entitling the holder thereof to ten votes, and each Subordinate Voting Share, Option, RSU and PSU entitling the holder thereof to one vote; (iii) a majority of the votes cast by holders of Subordinate Voting Shares (including Rollover Shareholders) present in person (virtually) or by Proxyholder at the Securityholder Meeting; (iv) a majority of the votes cast by holders of Multiple Voting Shares (including Rollover Shareholders) present in person (virtually) or by Proxyholder at the Securityholder Meeting; and (v) a majority of the votes cast by holders of Subordinate Voting Shares present in person (virtually) or by Proxyholder at the Securityholder Meeting, voting separately as a class (excluding the Rollover Shareholders and any other person required to be excluded from such vote pursuant to MI 61-101) (collectively, the “**Securityholder Approval**”).

See “*Certain Canadian Legal and Regulatory Matters – Key Approvals – Securityholder Approval*”.

**Q: What other approvals are required for the Arrangement?**

A: The Arrangement requires approval by the Court under Section 291 of the BCBCA. Prior to the mailing of this Circular, the Company obtained an Interim Order from the Court on November 4, 2025, providing for, among other things, the calling and holding of the Securityholder Meeting, the Dissent Rights and other procedural matters. The Company intends to apply to the Court for a Final Order approving the Arrangement if the Securityholders approve the Arrangement at the Securityholder Meeting. At the hearing for the Final Order, the Court will consider, among other things, the fairness and reasonableness of the terms and conditions of the Arrangement. In addition, approval under the *Competition Act* (Canada) and *Investment Canada Act* (Canada) are conditions to the completion of the Arrangement. The Competition Act Approval was obtained on October 22, 2025.

See “*Certain Canadian Legal and Regulatory Matters – Key Approvals – Court Approval*” and “*Certain Canadian Legal and Regulatory Matters – Key Approvals – Regulatory Approvals*”.

**Q: When will the Arrangement become effective?**

**A:** It is currently anticipated that the Effective Date will occur during the first quarter of 2026, based on the assumption that the Securityholder Approval and Court approval are obtained and all other conditions to the Arrangement are satisfied or waived prior to such time, including the receipt of all Regulatory Approvals. It is not possible, however, to state with certainty whether or when the Effective Date will occur. The Effective Date could be earlier than anticipated or delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or due to the process for obtaining the Regulatory Approvals. The Closing shall occur on the fifth Business Day following the satisfaction or waiver of the conditions precedent in Article V of the Arrangement Agreement (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), or on such other date as may be agreed to by the Parties in writing, and the Arrangement shall become effective commencing at the Effective Time. If the Arrangement is not completed on or prior to the Outside Date, each party will generally be permitted to terminate the Arrangement Agreement. The Outside Date is January 24, 2026, subject to the right of either the Purchaser or the Company to extend the Outside Date in certain circumstances for up to 60 days if the Regulatory Approvals have not been obtained as detailed in the Arrangement Agreement.

See “*Business of the Meeting – The Arrangement – Arrangement Mechanics*”.

**Q: If the Arrangement is approved by Securityholders at the Securityholder Meeting and is ultimately completed, when will the Subordinate Voting Shares cease to be traded on the TSX and when will the Company cease publicly reporting?**

**A:** The Company has agreed to cooperate with the Purchaser in taking, or causing to be taken, all actions necessary to enable the Subordinate Voting Shares to be delisted from the TSX promptly, with effect as of the Effective Date or as promptly as practicable after the Effective Time. Following the Effective Date, it is expected that the Purchaser will cause the Company to apply to cease to be a reporting issuer in each of the provinces and territories in Canada under which it is currently a reporting issuer (or equivalent).

See “*Certain Canadian Legal and Regulatory Matters – Stock Exchange Delisting and Reporting Issuer Status*”.

**Q: What will I receive for the Shares under the Arrangement?**

**A:** If the Arrangement becomes effective, Shareholders (other than the Rollover Shareholders in respect of the Rollover Shares and Dissenting Shareholders in respect of their Dissent Shares) will be entitled to receive consideration of \$11.00 per Share in cash, representing a significant and attractive premium of approximately 33% to both the closing price and the 20-day volume weighted average trading price of the Subordinate Voting Shares on the TSX on September 25, 2025, being the last trading day prior to announcement of the Arrangement and also a premium to the 52-week high of the Subordinate Voting Shares as of September 25, 2025, valuing the Company at approximately \$2.2 billion on an equity value basis and \$3.3 billion on an enterprise value basis as of such date. Furthermore, the Rollover Shares will be exchanged for Parent Shares or a combination of cash and Parent Shares, in each case based on a value per Share equal to the Consideration. Any Shares held by a Rollover Shareholder that are not Rollover Shares will be acquired under the Arrangement for the Consideration, being \$11.00 per Share in cash.

**Q: If I am a Shareholder, how do I receive my Consideration under the Arrangement?**

**A:** For registered Shareholders, accompanying this Circular is a form of proxy and Letter of Transmittal. For a registered Shareholder to receive the Consideration of \$11.00 in cash per Share to which they are entitled upon the completion of the Arrangement, such Shareholder must complete, sign and return the Letter of Transmittal together with the share certificate(s) and/or DRS Advice(s) representing their Shares, as applicable, and any other required documents and instruments to the Depositary named in the Letter of Transmittal in accordance with the procedures set out therein. Non-registered (beneficial) Shareholders holding Shares that are registered in the name of an Intermediary must contact their Intermediary to arrange for the surrender of their Shares.

**Q: What will I receive for my Options, Legacy Options, RSUs, PSUs or DSUs under the Arrangement?**

**A:** In accordance with and subject to the Plan of Arrangement, and notwithstanding anything contrary in the Company Employee Share Plans or any applicable grant letter, employment agreement or any resolution or determination of the Board (or any committee thereof), the Options, Legacy Options, RSUs, PSUs and DSUs shall be treated as follows:

- *ITM Vested Options.* Each ITM Vested Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such ITM Vested Option, be deemed to be surrendered and transferred by such holder to the Company in exchange for an amount in cash equal to \$11.00 minus the exercise price of such option, less applicable withholdings, and each ITM Vested Option shall immediately be cancelled.
- *ITM Vested Legacy Options.* Each ITM Vested Legacy Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder of such ITM Vested Legacy Option, be deemed to be surrendered

and transferred by such holder to the Company in exchange for an amount in cash equal to \$11.00 minus the exercise price of such option, less applicable withholdings, and each ITM Vested Legacy Option shall immediately be cancelled.

- *Unvested and Out of the Money Options.* Each Cancelled Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of a holder of such Cancelled Option, immediately be cancelled and, for greater certainty, no consideration will be payable to the holder of such Cancelled Option.
- *DSUs.* Each DSU outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of a holder of such DSU, be cancelled in exchange for \$11.00 in cash, less applicable withholdings, all in full satisfaction of the obligations of the Company in respect of the DSUs.
- *RSUs.* Each Vested RSU outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of a holder of such Vested RSU, be cancelled in exchange for \$11.00 in cash, less applicable withholdings, all in full satisfaction of the obligations of the Company in respect of the Vested RSUs.
- *Unvested RSUs.* Each Unvested RSU shall remain outstanding and shall thereafter, pursuant to Section 5.3 of the Company Equity Incentive Plan, be subject to the same terms and conditions applicable to such Unvested RSU in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement prior to the Effective Time (including, for greater certainty, vesting conditions and any terms governing the effect of termination of a holder's employment or engagement), except for such terms and conditions that are rendered inoperative by the transactions contemplated by the Arrangement, and each such Unvested RSU that becomes fully vested in accordance with its terms shall only entitle the holder thereof to receive, upon settlement thereof in accordance with the terms of the Company Equity Incentive Plan an amount in cash from the Company equal to the Consideration, less any applicable withholdings, provided that, for greater certainty, from and after the Effective Time, the holder of an Unvested RSU subject to the Plan of Arrangement shall have no right to receive any Share or any other security based on or in respect of such Unvested RSU.
- *Vested PSUs.* Each Vested PSU outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of a holder of such Vested PSU, be cancelled in exchange for \$11.00 in cash, less applicable withholdings, all in full satisfaction of the obligations of the Company in respect of the Vested PSUs.
- *Unvested Employee PSUs.* Each Unvested Employee PSU shall remain outstanding and shall thereafter, pursuant to Section 5.3 of the Company Equity Incentive Plan, be subject to the same terms and conditions applicable to such Unvested Employee PSU in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement prior to the Effective Time (including, for greater certainty, (A) the applicable vesting conditions, except that each such Unvested Employee PSU shall be deemed to have fully satisfied the applicable target Performance Conditions (calculated in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement) at 100% of target as if the Effective Date were the date that the Performance Conditions were so satisfied, and (B) any terms governing the effect of termination of a holder's engagement) except for such terms and conditions that are rendered inoperative by the transactions contemplated by the Arrangement, and each such Unvested Employee PSU that becomes fully vested in accordance with its terms shall only entitle the holder thereof to receive, upon settlement thereof in accordance with the terms of the Company Equity Incentive Plan, an amount in cash from the Company equal to the Consideration, less any applicable withholdings, provided that, for greater certainty, from and after the Effective Time, the holder of an Unvested Employee PSU subject to the Plan of Arrangement shall have no right to receive any Share or any other security based on or in respect of such Unvested Employee PSU.
- *Unvested Regulated Dental Professional PSUs.* Each Unvested Regulated Dental Professional PSU shall remain outstanding and shall thereafter, pursuant to Section 5.3 of the Company Equity Incentive Plan, be subject to the same terms and conditions applicable to such Unvested Regulated Dental Professional PSU in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement prior to the Effective Time (including, for greater certainty, the applicable vesting and Performance Conditions, as well as any terms governing the effect of termination of a holder's engagement), except for such terms and conditions that are rendered inoperative by the transactions contemplated by the Arrangement, and each such Unvested Regulated Dental Professional PSU that becomes fully vested in accordance with its terms upon satisfaction of the applicable vesting and Performance Conditions (for greater certainty, including any additional Unvested Regulated Dental Professional PSU that vests, and excluding any Unvested Regulated Dental Professional PSU that is deemed not to vest, in each case as a result of the performance adjustment factor in the applicable Grant Agreement) shall only entitle the holder thereof to receive, upon settlement thereof in accordance with the terms of the Company Equity Incentive Plan, an amount in cash from the Company equal to the Consideration, less any applicable withholdings, provided that, for greater certainty, from and after the Effective Time, the holder of an Unvested Regulated Dental Professional PSU subject to the Plan of Arrangement shall have no right to receive any Share or any other security based on or in respect of such Unvested Regulated Dental Professional PSU.

See "Business of the Meeting – The Arrangement – Arrangement Mechanics".

**Q: How will I receive the cash payment, if any, to which I am entitled as an Option Holder, Legacy Option Holder, RSU Holder, PSU Holder, or DSU Holder?**

A: Following receipt by the Company of the Final Order, and not later than the Effective Date, the Company shall deposit in escrow, or cause to be deposited in escrow, with the Depositary, unless the Parties otherwise agree, sufficient funds to satisfy the aggregate amounts payable to applicable holders of Company Incentive Awards. As soon as practicable after the Effective Date, the Depositary shall pay or cause to be paid the amounts to applicable holders of Company Incentive Awards, less applicable withholdings.

Notwithstanding the foregoing, the Company may elect to pay the holders of Company Incentive Awards pursuant to its payroll service provider, rather than through the Depositary, no later than the Company's next regularly scheduled payroll date following the Effective Date. Promptly after the Effective Time, the Company shall pay to applicable holders of Company Incentive Awards, all amounts required to be paid to such holders in accordance with the Plan of Arrangement, less any Tax withholding required under applicable Law. Holders of vested Company Incentive Awards entitled to receive such amounts do not need to submit any documentation or take any action in order to receive the amounts required to be paid to such holders in accordance with the Plan of Arrangement.

See "*Business of the Meeting – The Arrangement – Certificates and Payment – Payment of Company Incentive Awards Payments*".

**Q: What happens if I do not surrender the share certificate(s) and/or DRS Advice(s) representing my Shares in order to receive the Consideration under the Arrangement?**

A: In accordance with the Plan of Arrangement, each share certificate and/or DRS Advice that immediately prior to the Effective Time represented outstanding Shares (other than Dissent Shares and the Rollover Shares) shall be deemed, immediately after the Effective Time, to represent only the right to receive the Consideration to which the Shareholder is entitled in accordance with the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement. Any such share certificate and/or DRS Advice formerly representing Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any holder of Shares of any kind or nature against or in the Company, the Purchaser or Parent. On such date, all consideration to which such former Shareholder was entitled shall be deemed to have been surrendered to the Purchaser, Parent or the Company, as applicable, and shall be paid over by the Depositary to or as directed by the Purchaser or Parent. See the Plan of Arrangement attached as Appendix A to this Circular.

**Shareholders who do not deliver their certificate(s) and/or DRS Advice(s) representing Shares (other than Rollover Shares and Dissent Shares) and all other required documents to the Depositary on or before the date which is six years after the Effective Date will lose their right to receive the Consideration for their Shares.**

**Q: Do any of the directors and executive officers or any other Persons have any interest in the Arrangement that is different than mine?**

A: The directors and executive officers have interests in the Arrangement, including as holders of Shares and Company Incentive Awards, that may be different from, or in addition to, the interests of Securityholders generally. Members of the Special Committee and the Board (with conflicted directors abstaining) were aware of and considered these interests, among other matters, in evaluating and negotiating the Arrangement Agreement and in recommending to Securityholders that they vote **FOR** the Arrangement Resolution.

See "*Business of the Meeting – The Arrangement – Interests of Certain Persons in the Arrangement*".

**Q: What will happen to the Company if the Arrangement is completed?**

A: If the Arrangement becomes effective, former Shareholders (except for the Rollover Shareholders in respect of their Rollover Shares and any Dissenting Shareholders in respect of their Dissent Shares) will be entitled to receive the Consideration in exchange for their Shares. The holders of Company Incentive Awards will be entitled to receive the consideration set out in the Plan of Arrangement in exchange for their Company Incentive Awards. The Rollover Shareholders will exchange their Rollover Shares for Parent Shares or a combination of cash and Parent Shares, in each case based on a value per Share equal to the Consideration, and any Shares held by a Rollover Shareholder that are not Rollover Shares will be acquired for an amount equal to the Consideration. Following completion of the Arrangement, the only shareholders of the Company will be the Purchaser and Parent and there will be no public market for the Subordinate Voting Shares.

**Q: What will happen if the Arrangement Resolution is not passed or the Arrangement is not completed for any reason?**

A: If the Arrangement Resolution is not passed, the Arrangement Agreement may be terminated by either the Company or the Purchaser and, if so, the Arrangement will not be completed. If this occurs or if the Arrangement is not completed for any other reason, the Company will continue as a publicly traded company and continue to pursue its business plan on a stand-alone basis. Note that failure to complete the Arrangement could have an adverse effect on the trading price of the Subordinate Voting Shares or on the Company's operations, financial condition or prospects. In the event that the Arrangement Resolution is not passed and an alternative transaction were to become available to the Company, the irrevocable nature of the Key Supporting Shareholder

VSAs, the commitments under which expire four months from the date the Arrangement Agreement is terminated, may preclude the Company from carrying out any such alternative transaction on a timely basis.

See “*Risk Factors – Risk Factors Relating to the Arrangement*”.

In certain circumstances where the Arrangement Agreement is terminated, the Company will be required to pay the Company Termination Fee to the Purchaser or its designee. In certain other circumstances where the Arrangement Agreement is terminated, the Purchaser will be required to pay the Company the Purchaser Termination Fee.

See “*Summary of Agreements in Connection with the Arrangement – The Arrangement Agreement – Termination Fees*”.

**Q: Are there risks associated with the Arrangement?**

**A:** In evaluating the Arrangement, Securityholders should consider the risk factors relating to the Arrangement. Some of these risks include, but are not limited to: (i) the Arrangement Resolution must be approved and adopted by the Securityholders at the Securityholder Meeting in accordance with the Interim Order; (ii) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a Material Adverse Effect or in the event the number of Shares in respect of which Dissent Rights have been validly exercised and not withdrawn exceed 10% of the issued and outstanding Shares; and (iii) there can be no certainty that all other conditions precedent to the Arrangement will be satisfied or waived, including the receipt of the Regulatory Approvals. Any failure to complete the Arrangement could materially and negatively impact the trading price of the Subordinate Voting Shares. You should carefully consider the risk factors described under the heading “*Risk Factors – Risk Factors Relating to the Arrangement*” in evaluating the approval of the Arrangement Resolution. Readers are cautioned that such risk factors are not exhaustive.

**Questions Relating to the Special Meeting of Shareholders**

**Q: Where and when will the Securityholder Meeting be held?**

**A:** The Securityholder Meeting will be held on December 4, 2025, at 11:00 a.m. (Toronto time) unless adjourned or postponed in accordance with the terms of the Arrangement Agreement. In order to permit Registered Securityholders and Proxyholders to have an equal opportunity to participate, vote and submit questions at the Securityholder Meeting, regardless of their geographic location, we will hold the Securityholder Meeting in a virtual only format, which will be conducted via live audio webcast available online at <https://virtual-meetings.tsxtrust.com/1854>, password “dentalcorp2025” (case sensitive).

See “*Instructions for Attending and Voting Virtually at the Securityholder Meeting*”.

**Q: Am I entitled to vote?**

**A:** You are entitled to vote if you were a Securityholder as of the close of business on the Record Date, being October 31, 2025. With respect to the matters to be voted on at the Securityholder Meeting, being the approval of the Arrangement Resolution, the full text of which is attached as Appendix B to this Circular, each Subordinate Voting Share entitles its holder to one vote and each Multiple Voting Share entitles its holder to ten votes. Each Option, RSU, and PSU held (in each case, whether vested or unvested) entitles its holder to one vote.

**Q: What are Securityholders being asked to vote on at the Securityholder Meeting?**

**A:** At the Securityholder Meeting, pursuant to the Interim Order, the Securityholders will be asked to consider and, if thought advisable, pass the Arrangement Resolution. The Arrangement provides for, among other things, the acquisition by the Purchaser of all the issued and outstanding Shares (other than the Rollover Shares) by way of a court-approved statutory plan of arrangement under Division 5 of Part 9 of the BCBCA. Pursuant to the Arrangement Agreement and the Plan of Arrangement, if the Arrangement becomes effective, each Shareholder (except for the Rollover Shareholders in respect of the Rollover Shares and Dissenting Shareholders in respect of Dissent Shares) will be entitled to receive \$11.00 in cash per Share. In addition, pursuant to the terms of the Rollover Agreements, the Rollover Shareholders will exchange their Rollover Shares for Parent Shares or a combination of cash and Parent Shares, in each case based on a value per Share equal to the Consideration.

**Q: Am I entitled to attend and participate at the Securityholder Meeting?**

**A:** Securityholders and Proxyholders are entitled to attend the Securityholder Meeting. Voting at the Securityholder Meeting will only be available for Registered Securityholders, duly appointed and registered Proxyholders and non-registered (beneficial) Shareholders who have appointed themselves or a third party Proxyholder to represent them at the Securityholder Meeting. Proxyholders who have not been properly registered and non-registered (beneficial) Shareholders who have not appointed themselves to vote and who do not have a 12-digit control number will only be able to attend as a guest, which allows them to listen to the Securityholder Meeting; however, they will not be able to vote or submit questions.

**Q: What constitutes quorum for the Securityholder Meeting?**

**A:** The Interim Order and the Company's articles provide that the quorum for the transaction of business at the Securityholder Meeting or any adjournment or postponement thereof (other than an adjournment or postponement for lack of quorum) is present if Shareholders who, in the aggregate, hold at least 25% of the voting rights attached to the issued and outstanding Shares entitled to be voted at the Securityholder Meeting are present in person (virtually) or represented by proxy, irrespective of the number of persons actually present at the meeting.

**Q: How many Securities are entitled to be voted?**

**A:** As of the Record Date of October 31, 2025, there were 8,254,535 Multiple Voting Shares, 191,262,500 Subordinate Voting Shares, 7,578,472 Options, 1,343,628 RSUs and 1,419,111 PSUs outstanding and entitled to vote.

**Q: What if I acquire ownership of Securities after the Record Date?**

**A:** You will not be entitled to vote Securities acquired after the Record Date on the Arrangement Resolution. Only the Securities owned by a Securityholder as of the Record Date will be entitled to vote on the Arrangement Resolution.

**Q: What do I need to do now in order to vote on the Arrangement Resolution?**

**A:** There are different ways to submit your voting instructions depending on whether you are a Registered Securityholder or a non-registered (beneficial) Shareholder.

- **Registered Securityholder:** Registered Securityholders can vote by internet, by fax, by mail, or at the Securityholder Meeting. It is recommended that you vote by internet to ensure that your vote is received before the Securityholder Meeting. To cast your vote, please have your form of proxy on hand and carefully follow the instructions contained therein. Your vote authorizes the named proxies to vote your Securities in the same manner as if you mark, sign and return your form of proxy. You may also vote by mail by completing, dating and signing the enclosed form of proxy and returning it in the envelope provided for that purpose. **To be valid, proxies must be deposited with the Transfer Agent: (i) over the internet at [www.voteproxyonline.com](http://www.voteproxyonline.com) no later than 11:00 a.m. (Toronto time) on December 2, 2025, or, if the Securityholder Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the time set for such adjournment or postponement of the Securityholder Meeting, (ii) by fax at 416-595-9593, or (iii) by mail addressed to TSX Trust Company, Proxy Department, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1.** Late proxies may be accepted or rejected by the chair of the Securityholder Meeting at the chair's discretion, subject to the terms of the Arrangement Agreement, and the chair of the Securityholder Meeting is under no obligation to accept or reject any particular late proxy.
- **Non-registered (beneficial) Shareholders:** Non-registered (beneficial) Shareholders may vote or appoint a proxy using the voting instruction form provided to you. Your vote or proxy appointment will be submitted by your Intermediary who holds Shares on your behalf to the Company. For the vast majority of non-registered (beneficial) Shareholders, the Intermediary will be Broadridge, who will provide a 16-digit control number on the voting instruction form.

| <b>VOTING METHOD</b>                                                                | <b>BENEFICIAL SHAREHOLDERS</b><br><i>Shares held with a broker, bank, or other intermediary and have a 16-digit control number</i> | <b>REGISTERED SECURITYHOLDERS</b><br><i>Shares held in own name and represented by a physical certificate or DRS and have a 12-digit control number</i>                                         |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <a href="http://www.proxyvote.com">www.proxyvote.com</a>                                                                           | <b>ONLINE:</b> <a href="http://www.voteproxyonline.com">www.voteproxyonline.com</a><br><b>EMAIL:</b> <a href="mailto:tsxtrustproxyvoting@tmx.com">tsxtrustproxyvoting@tmx.com</a>               |
|  | Call the toll-free number listed on your Voting Instruction Form (VIF) and vote using the control number provided therein.         | <b>FAX:</b> 416-595-9593                                                                                                                                                                        |
|  | Complete, date and sign the voting instruction form and return it in the enclosed postage paid envelope.                           | Complete, date and sign the form of proxy and return it in the enclosed postage paid envelope to:<br><br>TSX Trust Company<br>100 Adelaide Street West, Suite 301,<br>Toronto, Ontario, M5H 4H1 |

**Q: Am I a Registered Securityholder or a non-registered (beneficial) Shareholder?**

A: You may own Shares in one or both of the following ways:

- If you are in possession of a physical share certificate or DRS Advice, or if you hold Options, RSUs or PSUs, you are a Registered Securityholder, and your name and address are known to us through our Transfer Agent if you are a Shareholder, or through the Company if you are an Option Holder, RSU Holder or PSU Holder.
- If you own Shares through an Intermediary, you are a non-registered (beneficial) Shareholder and you will not have a physical share certificate or a DRS Advice. In this case, you will have an account statement from your bank or broker as evidence of your share ownership.

Most Shareholders are non-registered (beneficial) Shareholders. Their Shares are registered in the name of an Intermediary, such as a broker, investment dealer, bank, trust company, custodian, nominee, or other intermediary, or in the name of a clearing agency in which the Intermediary is a participant (such as CDS & Co.). Intermediaries are obligated to forward the Securityholder Meeting materials to such non-registered (beneficial) Shareholders unless otherwise instructed by the holder (and as required by regulation in some cases, despite such instructions). Non-registered (beneficial) Shareholders should carefully follow the instructions on the voting instruction form that they receive from their Intermediary in order to vote the Shares that are held through that Intermediary.

**Q: If my Shares are held by my broker, investment dealer or other Intermediary, will they vote my Shares for me?**

A: No. Non-registered (beneficial) Shareholders who receive these materials through their broker or other Intermediary should complete and send the voting instruction form in accordance with the instructions provided by their broker or Intermediary.

**Q: Who is soliciting my proxy?**

A: Your proxy is being solicited by the Company's management. It is expected that the solicitation will be made primarily by mail, but proxies may also be solicited personally or by telephone by employees of the Company or by Laurel Hill, the Company's proxy solicitation agent and shareholder communications advisor. The cost of any such solicitation will be paid by the Company. Laurel Hill has been retained to assist in the solicitation of proxies with respect to the matters to be considered at the Securityholder Meeting. The Company will reimburse Intermediaries such as clearing agencies, securities dealers, banks, trust companies or their nominees for reasonable expenses incurred in sending proxy material to non-registered (beneficial) Shareholders and obtaining your proxies. Additionally, the Company may utilize Broadridge's QuickVote™ system to assist Securityholders with voting. Certain non-registered (beneficial) Shareholders who have not objected to the Company knowing who they are (non-objecting beneficial owners) may be contacted by Laurel Hill to conveniently obtain a vote directly over the phone. If you have any questions or require more information with regard to voting your shares, you may contact Laurel Hill at toll free in North America at 1-877-452-7184, or outside of North America or by text message at 416-304-0211, or by email at [assistance@laurelhill.com](mailto:assistance@laurelhill.com).

**Q: Can I appoint someone other than those named in the enclosed proxy forms to vote my Securities?**

A: Yes. You have the right to appoint a person other than the persons designated in the form of proxy or voting instruction form. Such right may be exercised by inserting the name of the person or company in the blank space in the enclosed form of proxy or by completing another form of proxy. If you do not specify how you want your Shares voted, your Proxyholder will vote your Shares as they see fit on any matter that may properly come before the Securityholder Meeting. Non-registered (beneficial) Shareholders who wish to appoint themselves as a Proxyholder must carefully follow the instructions in the Circular and on their form of proxy or voting instruction form.

Securityholders who wish to appoint a third-party Proxyholder to represent them at the online Securityholder Meeting must submit their proxy or voting instruction form (as applicable) and then register their Proxyholder. To register a Proxyholder, Securityholders MUST visit <https://tsxtrust.com/resource/en/75> by no later than 11:00 a.m. (Toronto time) on December 2, 2025, or, if the Securityholder Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the time set for such adjournment or postponement of the Securityholder Meeting, and provide the Transfer Agent with their Proxyholder's contact information by emailing [tsxtrustproxyvoting@tmx.com](mailto:tsxtrustproxyvoting@tmx.com), so that the Transfer Agent may provide the Proxyholder with a control number via email.

**Registering your Proxyholder is an additional step once you have submitted your proxy or voting instruction form. Failure to register the Proxyholder will result in the Proxyholder not receiving a control number to participate in the Securityholder Meeting. Without a control number, Proxyholders will not be able to vote at the Securityholder Meeting.**

See "*How to Vote Your Shares*".

**Q: What if my Securities are registered in more than one name or in the name of a company?**

A: If your Securities are registered in more than one name, all registered persons must sign the form of proxy. If your Securities are registered in a company's name or any name other than your own, you may be required to provide documents proving your authorization to sign the form of proxy for that company or name. For any questions about the proper supporting documents, contact

the Transfer Agent by telephone at 1-866-600-5869 (toll-free within North America) or at 416-342-1091 (outside of North America) or by email at [tsxtis@tmx.com](mailto:tsxtis@tmx.com) before submitting your proxy.

**Q: When will I receive the Consideration payable to me under the Arrangement for my Shares?**

A: If the Arrangement becomes effective and your Letter of Transmittal, share certificate(s) and/or DRS Advice(s), if applicable, and all other required documents are properly completed and received by the Depositary, Shareholders (other than the Rollover Shareholders in respect of the Rollover Shares and Dissenting Shareholders in respect of Dissent Shares) will receive the Consideration due to them under the Arrangement as soon as practicable after the Arrangement becomes effective. The Arrangement is currently expected to be completed during the first quarter of 2026, based on the assumption that the Arrangement Resolution is adopted and approved, Court approval and the Regulatory Approvals are obtained and all other conditions to the Arrangement are satisfied or waived prior to such time.

Any payment made by way of cheque by the Depositary (or the Company, if applicable) in accordance with the Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature against or in the Company, the Purchaser or Parent as of such date. On such date, the right of such former holder to receive the applicable consideration for the Shares in accordance with the Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

**Q: What happens if I send in my share certificate(s) and/or DRS Advice(s) and the Arrangement Resolution is not approved or the Arrangement is not completed?**

A: If the Arrangement Resolution is not approved or if the Arrangement is not otherwise completed, your share certificate(s) and/or DRS Advice(s) will be returned promptly to you by the Depositary.

**Q: Can I revoke my vote after I have voted by proxy?**

A: Yes. If you are a Registered Securityholder you may revoke your proxy at any time by an instrument in writing executed by the Securityholder, and by sending it to the same address where the form of proxy was sent and within the time period mentioned therein, or two Business Days preceding the date the Securityholder Meeting resumes if it is adjourned, or by delivering it to the chair of such Securityholder Meeting on the day of the Securityholder Meeting or any adjournment thereof. If, as a Registered Securityholder, you are using your control number to log in to the Securityholder Meeting and you accept the terms and conditions when entering the Securityholder Meeting online, you will be revoking any and all previously submitted proxies and will be provided the opportunity to vote by online ballot on the matters put forth at the Securityholder Meeting and any submitted proxy vote will be disregarded. If you are a non-registered (beneficial) Shareholder and wish to revoke previously provided voting instructions, you should follow carefully the instructions provided by your Intermediary. If you do not wish to revoke a previously submitted proxy, you may attend the Securityholder Meeting via the live audio webcast and **DO NOT** accept the terms and conditions when entering the Securityholder Meeting online. If you do not accept the terms and conditions, you will enter the Securityholder Meeting as a guest and will not be provided the opportunity to vote.

See “Appointment of Proxyholder and Revocation of Proxies – Changing Your Vote/Revoking Your Proxy”.

**Q: Who is responsible for counting and tabulating the votes by proxy?**

A: Votes by proxy are counted and tabulated by the Transfer Agent.

**Q: What are the Canadian federal income tax consequences of the Arrangement for Canadian Shareholders?**

A: Subject to the more detailed discussion under the heading “*Certain Canadian Federal Income Tax Considerations*”, a Shareholder (other than a Rollover Shareholder in respect of the Rollover Shares or a Dissenting Shareholder for which Dissent Rights have been validly exercised and not withdrawn) who is, or is deemed to be, resident in Canada, holds their Shares as “capital property” for purposes of the Tax Act, and who disposes of such Shares to the Purchaser pursuant to the Arrangement will realize a capital gain (or a capital loss) to the extent that such Shareholder’s proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the aggregate adjusted cost base of the Shares to such Shareholder. The foregoing description is only a brief summary of certain Canadian federal income tax consequences of the Arrangement and is qualified in its entirety by the more detailed discussion under the heading “*Certain Canadian Federal Income Tax Considerations*” below which contains a summary of certain Canadian federal income tax considerations of the Arrangement generally applicable to a Resident Holder (including a Resident Dissenting Holder) or a Non-Resident Holder (including a Non-Resident Dissenting Holder). Neither this description nor the more detailed discussion under the heading “*Certain Canadian Federal Income Tax Considerations*” below is intended to be legal, tax or financial advice to any particular Shareholder. Accordingly, Shareholders should consult their own tax and financial advisors with respect to their particular circumstances.

**Q: Are Shareholders entitled to Dissent Rights?**

**A:** If you are a registered Shareholder who duly and validly exercises Dissent Rights in strict compliance with Section 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court, and the Arrangement becomes effective, you will be entitled to be paid (subject to applicable withholdings) the fair value of each Dissent Share owned by you, calculated as of the close of business on the day before the Arrangement Resolution was adopted. This amount may be the same as, more than, or less than the value of the Consideration per Share that will be paid under the Arrangement.

If you wish to dissent, you must (i) ensure that a written notice of objection is received by the Company, c/o Blake, Cassels & Graydon LLP, Suite 3500 – 1133 Melville Street, Vancouver, British Columbia, V6E 4E5, Attention: Sean Boyle by 4:00 p.m. (Vancouver time) on December 2, 2025 (or by 4:00 p.m. (Vancouver time) on the Business Day that is two Business Days immediately preceding the Securityholder Meeting if it is not held on December 4, 2025), and (ii) otherwise comply strictly with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement, and any other order of the Court.

Only registered Shareholders as of the Record Date (or non-registered (beneficial) Shareholders as of the Record Date who take steps to have their Shares re-registered in their names prior to the time for delivering a written notice of objection) are entitled to Dissent Rights. Option Holders, RSU Holders, and PSU Holders are not entitled to dissent in respect of their Options, RSUs, or PSUs, as applicable.

**It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. Failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court may result in the loss of any right of dissent.**

See “Summary of Agreements in Connection with the Arrangement – The Arrangement Agreement – Dissenting Shareholders’ Rights”.

**Q: Who can help answer my questions?**

**A:** If you are a Securityholder and have any questions regarding the information contained in this Circular or require assistance in completing your form of proxy or voting instruction form, please contact Laurel Hill, the Company’s proxy solicitation agent and shareholder communications advisor, by telephone toll free in North America at 1-877-452-7184, or outside of North America or by text message at 416-304-0211, or by email at [assistance@laurelhill.com](mailto:assistance@laurelhill.com).

For questions on how to complete the Letter of Transmittal please contact the Depositary, at 1-866-600-5869 (toll-free within North America), 416-342-1091 (outside of North America) or by email at [tsxtis@tmx.com](mailto:tsxtis@tmx.com).

**Q: What to do if a Securityholder is having technical difficulties accessing the Securityholder Meeting?**

**A:** If Securityholders (or their Proxyholders) encounter any difficulties accessing the Securityholder Meeting during the check-in they may attend the Securityholder Meeting by clicking “Guest” and completing the online form. The virtual platform is fully supported across internet browsers and devices (desktops, laptops, tablets, and smartphones) running the most updated version of applicable software and plugins. Securityholders (or their Proxyholders) should ensure that they have a strong internet connection if they intend to attend and/or participate in the Securityholder Meeting. Participants should allow plenty of time to log in and ensure that they can hear streaming audio prior to the start of the Securityholder Meeting. Technical support can also be accessed by following the steps on the Virtual Meeting Guide.