



dynaCERT INC.

TERM SHEET

CARBON CREDIT CONVERTIBLE NOTES[®]

THIS IS A SPECULATIVE INVESTMENT

Issuer	dynaCERT Inc., ("dynaCERT" or the "Issuer") a public corporation having a place of business at 101-501 Alliance Avenue, Toronto, Ontario M6N 2J1 (Canada) and having its common shares listed on the Toronto Stock Exchange (Symbol: DYA).
Issue	Carbon Credit Convertible Notes [®] (the "Notes")
Size	Up to \$10,000,000
Price per Note	\$1,000
Number of Notes	Up to 10,000
Interest (Coupon)	The Notes shall bear interest at a rate of 3% per year, calculated quarterly, due and payable on the last business day every three (3) months after Closing.
Maturity	December 31, 2032 [10 years]
Liquidity/Transferability	The Holder of each Note may, at the option of the Holder, at any time or from time to time, transfer each full Note by giving notice to the Issuer, upon which the Issuer agrees to transfer such Note, provided that no Notes shall be transferred to any recipient that

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Issuer	Subscriber
initials	initials

would cause any breach of securities laws including in Canada or the USA.

The Notes shall not be listed or traded on any platform or exchange and, therefore, offer no liquidity features.

Conversion into DYA Carbon Credits

After September 30, 2027 [5 years] (the "Conversion Eligibility Date"), the Holder of a Note may, at the sole option of such Holder at any time and from time to time, provide a notice in writing to the Issuer (a "Notice of Conversion") to convert the principal amount of each whole Note into a number of DYA Carbon Credits (as defined below) as is equal to the Conversion Number, as defined below. dynaCERT shall, within a reasonable period of time following receipt of a Notice of Conversion, submit to Verra (or such other recognized registry of Carbon Credits (a "Registry") as may be applicable) a request for transfer of DYA Carbon Credits to and in the name of the Holder (a "Transfer Request"). dynaCERT shall deliver DYA Carbon Credits (or Carbon Credits having substantially the same principal characteristics as the DYA Carbon Credits (each, a "Replacement Carbon Credit")) to and in the name of the Holder within a reasonable period of time following receipt of a Notice of Conversion.

DYA Carbon Credits

"DYA Carbon Credits" shall be one of, or a combination of:
a) Carbon Credits generated by dynaCERT's technology, registered on the Registry of Verra; and
b) Carbon Credits generated by dynaCERT's technology, registered on another Voluntary Registry of Carbon Credits.

Conversion Number

12.5 (i.e., \$80 per Carbon Credit), subject to adjustment as set forth herein (see "Penalty Provisions").

Plan of Distribution

Private Placement to Accredited Investors, Family Offices and Institutions in Canada and Europe, or corporate entities wishing to eventually retire Carbon Credits to offset their GHG emissions or to trade in Carbon Credits, subject to applicable private placement exemptions and other securities laws and regulatory policies.

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The Notes are not offered for sale in the United States of America.

Due Diligence

This is a Speculative investment. Each Subscriber of the Notes agrees to be solely responsible for any due diligence required in considering the suitability and merits of this investment. The Issuer agrees to provide such due diligence materials as the Subscriber may reasonably request.

Security

The Notes (and underlying DYA Carbon Credits (or Replacement Carbon Credits, if applicable), following a conversion of the Notes) shall be unsecured.

Risk Factors

Currently, registered DYA Carbon Credits do not exist. Neither Verra nor any other Registry has yet registered any DYA Carbon Credits. dynaCERT has applied to Verra for validation of a methodology (which is currently under third party review for validation). The methodology has been approved by Verra. DYA Carbon Credits will not be eligible for registration with Verra and dynaCERT will not be able to apply for a specific project approval for the earning and registration of DYA Carbon Credits unless and until such time as this validation process has been completed. There is no guarantee that DYA Carbon Credits will be approved under such methodology.

Each Subscriber of the Notes will acknowledge that an investment in the Notes is a highly speculative investment, that there is no guarantee of any return from such investment and that such Subscriber can afford to lose 100% of their investment in the Notes.

Penalty Provisions

1. If dynaCERT fails to deliver DYA Carbon Credits (or Replacement Carbon Credits) to and in the name of the Holder within a reasonable period of time following the delivery of a Transfer Request, then the Conversion Number shall be doubled.
2. If the Issuer fails to pay the required Coupon on the Notes for two (2) consecutive Quarters, the Coupon of the Notes shall be doubled for all subsequent Quarters.

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- 3. At maturity, if the principal amount of the Notes (if not otherwise converted into DYA Carbon Credits or Replacement Carbon Credits), together with all unpaid interest remains unpaid, the Notes (if not otherwise converted into DYA Carbon Credits or Replacement Carbon Credits) shall continue to incur a penalty interest of double the Coupon until such time as the principal amount (if not otherwise converted into DYA Carbon Credits or Replacement Carbon Credits) and all unpaid interest is paid in full.

How to Subscribe

The Issuer shall provide to each Subscriber a Subscription Agreement as well as a form of Note describing in full detail all of the provisions of the Notes.

At least ten (10) days before Closing, the executed Subscription Agreement must be received by the Issuer and the subscription funds must be received by the law firm Tingle Merrett LLP, as provided in the Subscription Agreement.

At their sole discretion, the Issuer and any agent (if applicable) each reserve the right to reject any Subscription, in whole or in part, provided that, if a Subscription is rejected or reduced, unused subscription funds shall be returned to the Subscriber, without interest or penalty within ten (10) days after the Closing Date.

First Closing

On or about December 15, 2022, unless extended by the Issuer.

Legal Matters

Prior to Closing and afterwards, all legal matters shall be performed by Tingle Merrett LLP on behalf of the Issuer and by counsel for the agents, if any.

Commission

8.00 % payable to eligible parties at Closing, which may include related parties of the Issuer.

This is a non-binding Term Sheet. Upon Acceptance, further information shall be provided for review by the Subscriber.

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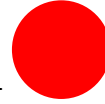
Accepted on behalf of the Issuer
By: Jim Payne, CEO & Director
dynaCERT Inc.

Accepted on Behalf of the Subscriber
By:

Authorized Signatory



Authorized Signatory



Name of Institution:
Contact Name:
Address:
Phone:
Email:

Date: November 14, 2022

Date: November 14, 2022

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