



COURT FILE NUMBER: 2001-11303

COURT KING'S BENCH OF ALBERTA

JUDICIAL CENTRE: CALGARY

PLAINTIFFS: DAVE VASS CONSULTING INC., DAVID VASS, PROSPERITY FREEDOM NETWORK LTD. AND DAVID VASS FAMILY TRUST

DEFENDANTS: TRUFLA TECHNOLOGY LTD. and GEMSTAR HOLDINGS LTD.

DOCUMENT: **AMENDED AMENDED STATEMENT OF CLAIM**

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NOTICE TO DEFENDANTS

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

AMENDED *E. Wheaton*
on May 28, 2025
by order dated May 26, 2025

Statement of facts relied on:

The Interested Parties

1. The Plaintiff, David Vass (“**Vass**”) is an individual residing in Calgary, Alberta.
2. Since 2007 Vass has designed and developed new software-based products which are known in the software industry and in general as user solutions, user products or user platforms, use software as a solutions (or SaaS) technology, and are herein referred to as: “**Platform(s)**”.
3. Vass was also experienced in offering companies search engine optimization services (herein: “**SEO Services**” or “**SEO**”) and in developing aspects of websites including to allow visitors to interact and enter questions or information into the website, such services being web development services (herein referred to as: “**Web Development Services**” or just: “**Web Services**” or “**Web**”).
4. The Plaintiff, Dave Vass Consulting Inc. (herein: “**DVCI**”) is an Alberta corporation incorporated in 2012. Other than in about 2016 – 2017, DVCI provided services only via Vass.
5. The Plaintiff, Prosperity Freedom Network Ltd. (“**PFN**”) is an Alberta corporation incorporated December 12, 2007. PFN is owned by The David Vass Family Trust (defined below).
6. The Plaintiff, the David Vass Family Trust (“**Trust**”) is a legal trust created in about 2006 wherein Vass, Jennifer Vass and MacMillan Estate Planning (a Calgary-based advisory service) are the trustees. PFN and the Trust were together the sole owners of the issued and outstanding shares of EMethod (defined below) from the time of the inception of EMethod in August, 2013 until August 31, 2015 when the Trust and PFN sold a majority of the shares of EMethod.
7. The Defendant, Gemstar Holdings Ltd. (“**Gemstar**”) is an Alberta corporation incorporated in 2009 that was and is used as an operating corporate vehicle and as a holding company. Gemstar carried on the operations of a personal and casualty insurance (herein: “**P & C Insurance**”) brokerage (herein: “**P & C Insurance brokerage**”) in Alberta, under the trade name of: “**Sharp Insurance**”.
8. EMethod Inc. (herein “**EMethod**”) was incorporated in August, 2013. It combined with Sharp Digital Marketing Ltd. (“**Sharp Digital**”) in 2015.
9. Sharp Mobile Technology Ltd. (“**Sharp Mobile Technology**”) is an Alberta corporation incorporated in about 2014 and was 100% owned by Gemstar, until 2018 when it amalgamated with EMethod/Sharp Digital in 2018 to form the Defendant, Trufla Technology Ltd. (“**Trufla**”). Trufla is an Alberta corporation incorporated on or about March 1, 2018.

DVCI’s Execution of the Clickhook Platform; DVCI’s Exclusive Rights in and Early Use of the ClickHook Platform

10. In the second half of 2013, DVCI began to work-up new ideas and a new vision for a software Platform for end users who needed to manage communications with potential customers (such

potential customers referred to as: “**Leads**” and such Platform herein referred to as a “**Leads Management Platform**”).

11. DVCI immediately began Execution of the Platform in 2013. In early 2014, DVCI gave the Platform the name, identity and brand: “ClickHook” (and accordingly DVCI’s Leads Management Platform is herein referred to as: “**ClickHook**” or: “**the ClickHook Platform**”).
12. DVCI’s vision for the ClickHook Platform included several goals including DVCI proving the Platform commercially to the point where its users included one or more large service providers. Such commercial goal is herein referred to as: “**ClickHook Proving Valuable**” or “**Proving ClickHook**”).
13. Throughout 2014 and beyond including during the first quarter of 2015, DVCI expended the extensive skill, experience and time of its consultant Vass into the developing ClickHook.

EMethod SEO and Web Services’ Early Growth

14. EMethod’s SEO and Web business grew steadily over the remainder of 2013. In late 2013 PFN and the Trust became the 100% owner of EMethod.
15. Gemstar/Sharp Insurance became an SEO customer of EMethod in about the Fall of 2013, and a customer for Web Services in February or March of 2014 whereby DVCI and its principal Vass first became acquainted with Gemstar.

DVCI Develops the ClickHook Platform

16. The first version of the ClickHook Platform was available for trial in the middle of 2014. Under an arrangement between the two companies, DVCI promoted it and implemented to and for SEO and Web clients of EMethod. It supported such third-parties use and such significantly benefitted EMethod, indirectly.
17. By the end of June, 2015, a re-written, second version of the ClickHook Platform had been completed (such second version herein: “**ClickHook Version 2**”).

Aggregator Promise

18. Gemstar advised PFN and the Trust that there was an existing, detailed plan to create a separate insurance company-like business operation within the company to be involved in the Share Transaction, Sharp Digital, which would operate like a “zero-commission” or “low-commission”, automated, insurance brokerage. This new insurance company-like division of Sharp Digital would cause insurance policies to be issued to clients but would charge very low premiums. Instead it would charge clients for services related to issuing policies of insurance such as for providing copies of policies, for making changes to their policies, etc.
19. Gemstar also indicated that the company-like division would aggregate various other insurer policy offerings and make them and the low-commission policy(ies) available online for client’s choosing including by premium price comparisons (referred to as insurance aggregation). The

company-like division was referred to by the parties as, and is herein referred to as, an: **“Aggregator”** or **“Low-Commission Aggregator”**.

20. The material promises made by the Defendants regarding the Low-Commission Aggregator are herein referred to collectively as, the **“Aggregator Promise”**, and include but are not limited to the following representations:
 - a. PFN, the Trust, or other persons under the control of Vass, would own 25% of the Aggregator upon the amalgamation of Sharp Digital and EMethod into Trufla;
 - b. The value of the Aggregator was not less than 1.6 Million, or \$400,000 for the 25% share owned by Vass;
 - c. Gemstar would commit its significant resources including their own efforts and the financial and synergistic resources of their insurance companies to the Aggregator; and
 - d. PFN and the Trust would not be required to financially support Aggregator.

21. A Share Purchase Agreement and related documents were presented to legal counsel for PFN, the Trust and Vass (such agreement herein referred to as the: **“Share Purchase Agreement”** or **“SPA”**). The related documents included the SPA whereby:
 - a. PFN and the Trust would sell 75% of the shares of EMethod to Gemstar for a purchase price of \$600,000 broken into two phases.
 - b. There would be a series of transactions causing the wholly-owned subsidiary of Gemstar, Sharp Digital, and EMethod to amalgamate together, the amalgamated company to continue having the legal name of Sharp Digital Marketing Ltd. but, to commence using the tradename and trademark: **“EMethod”**; and
 - c. The Low-Commission Aggregator would become a company-like division of the amalgamated company which PFN and the Trust would own 25% of (as indicated above, such 25% ownership of EMethod and of the Low-Commission Aggregator, being owned eventually and only after three years if Vass performed and remained).

22. Prior to execution of the SPA, Gemstar assured PFN, the Trust and Vass that:
 - a. The drafting of the wording to confirm the Aggregator Promise were **“too complicated”** to be included in the Actual SPA;
 - b. The Aggregator Promise did not need to be included in the SPA in order to continue to be binding;
 - c. The PFN and the Trust that the Aggregator Promise stood, continued and would continue, that it would be considered to be a part of the overall series of transactions being entered into along with the SPA and related documents, notwithstanding it was not committed to in writing;

- d. PFN, the Trust and Vass could rely on the Defendants to timely perform the Aggregator Promise; and
 - e. While there was no possibility the Aggregator Promise could be reduced to any written document not doing so would not affect any aspect of the Aggregator Promise.
23. PFN and the Trust confirmed to the Defendants they would proceed to enter into the Share Purchase Agreement and related documents only on the basis of the Aggregator Promise.

Closing of the Share Purchase Agreement and Related Documents

24. On or about August 31st, 2015 and in the period of time thereabouts, PFN, the Trust and Vass entered into the SPA.
25. The issued and outstanding shares in EMethod of PFN and the Trust were cancelled. The amalgamated company was formed and PFN and the Trust received, on a cumulative basis on two dates namely September 1 and December 31, 2015 the net total of 25% of the issued and outstanding shares of the amalgamated company for a total cash consideration of \$600,000.
26. The amalgamation company, Sharp Digital which was to and did carry on as: "EMethod", became entitled to all of the rights of, and was bound by all of the obligations of the predecessor companies EMethod and Sharp Digital and owned all their assets namely EMethod's SEO and Web business and Sharp Digital's Low-Commission Aggregator (and is herein referred to as: "**Sharp Digital/EMethod**").
27. On September 1st, 2015, Vass continued as President of, and entered into an employment agreement with, the emerging company, Sharp Digital/EMethod.
28. An agreement was reached in the Fall of 2016 having terms including the following (or alternatively assurances were exchanged and acted on after, including on the following terms); namely:
- a. The Defendants would consider being involved in ClickHook Proving Valuable and reasonably seek and pursue opportunities therefor;
 - b. DVCI would likely in future permit the Defendants through Sharp Digital/EMethod or otherwise, to exploit the ClickHook Platform beyond allowing SEO and Web clients using it to manage Leads, including to negotiate a significant commercial transaction Proving ClickHook, and the Defendants would try to pursue and assist in the carrying out of such transaction(s);
 - c. Within a reasonable time of any transaction Proving ClickHook Valuable the Defendants would provide Vass or entities owning DVCI payment equal to a significant percentage of the value of the Clickhook Platform;
 - d. Such significant percentage would be a high percent of any present value of the estimated future revenue less future expenses (i.e. future expected gains or profit) of all business relating to the use of the Platform such being at least half (50%) or greater, up to two

thirds (67%) (and in any case not less than one third (33%) of the value of the ClickHook Platform;

- e. The value of the ClickHook Platform would be determined on a technology-valuation basis namely the valuation would emphasize the revenues received or potentially receivable on account of the ClickHook Platform namely revenues related to services and products supporting the clients' overall enterprise digital client management systems and BMS related to the Platform, including but not limited to license fees, maintenance fees, development services, integration services and setup services earned and potentially earnable (including the revenues expected to flow from the transaction Proving ClickHook Valuable itself) multiplied by a figure yielding a sum equal to the present value of future earnings. Such technology-valuation would also consider known or obtainable other market valuations of technology companies built on software-based technologies, (herein the "**Technology Valuation Basis**"); and
 - f. Such other terms as will be proven at the trial of this matter (herein such terms between DVCI and the Rogers Parties referred to as the: "**Payment Promise/Agreement**") (the payment Rogers Parties were obliged to make under the Payment Promise/Agreement using the Technology Valuation Basis herein: the "**Technology Payment**").
29. The Payment Promise/Agreement existed alongside the Defendants continued fiduciary duties aforesaid and described below. The Defendants' role in Proving ClickHook became more likely.

Summary of the March 1, 2018 Amalgamation

30. The transaction to create the Amalco (herein the: "**Amalgamation**") closed on or about March 1, 2018 with the cancellation of all parties' shares of Sharp Digital/EMethod and of Rogers Parties' shares of Sharp Mobile Technology, and with the issuance of new shares in the Amalco. The new shares in the Amalco to be issued to PFN and the Trust amounted to only about 5.2% of all the outstanding shares of the Amalco. Later all shares were cancelled and new shares re-issued resulting in PFN and the Trust receiving 5.5%.
31. The Amalco became Trufla Technology Ltd. (herein: "**Trufla**") (and where this claim refers to the Rogers Parties, Trufla is included as one of the Rogers Parties where the context is related to events on or after Trufla's coming into existence March 1, 2018).
32. It was an express or implied representation and agreement among the parties that Trufla would not acquire the ClickHook Platform, it would expect to enjoy the Continued Clickhook Arrangement, and it would honour the terms of the Payment Promise/Agreement including in the event of their involvement in ClickHook Proving Valuable, they would pay DVCI the Technology Payment.
33. Thereafter, DVCI placed further trust in the Defendants by permitting Trufla to directly communicate with end users of the Clickhook Platform, and to have a role supporting it.

Lockton Transaction Proving ClickHook Valuable

34. An opportunity arose for Trufla to win business from Lockton Companies also known as Lockton or Lockton Insurance (herein: "**Lockton**"), one of the largest, worldwide insurance brokerages in

the World, with headquarter offices in the US and UK and serving local markets throughout Europe and North America.

35. Using DVCI's Clickhook Platform, Trufla was to provide Lockton with development, integration, training and related operability work, with delivery by June, 2019 (herein the: "**June 2019 Lockton Deliverables**").
36. In reliance on the various promises and assurances aforesaid, DVCI, and Vass for DVCI and in his employment role with Trufla, lead a Trufla group which delivered of all the June 2019 Lockton Deliverables. The deliverables consisted of DVCI's ClickHook Version 2.
37. In about August, 2019 Lockton advised Trufla of its desire to enter into a multi-year, multi-million dollar contract to continue to use the ClickHook Platform and to have Trufla develop further products to be integrated into the Platform. Consistent with the evolved Continued Clickhook Arrangement, DVCI approved the same..
38. A lengthy, comprehensive agreement was negotiated between Trufla and Lockton, and entered into in the summer of 2019 (the "**Lockton Agreement**").

The Defendants' Wrongful Representations to Lockton

39. DVCI owned all of the rights in the ClickHook Platform. In the negotiations and drafting of the Lockton Agreement the Defendants intentionally excluded the participation of DVCI and Vass (in his capacity as President of DVCI and as leader of the Trufla team having delivered the June, 2019 Deliverables), and misrepresented DVCI's ownership rights to Lockton.
40. The Lockton Agreement contained false representations about the ownership of the ClickHook Platform to the effect Trufla owned the Clickhook Platform. It contained false representations that Trufla had an unconditional right to continue exploiting including by licensing, the Platform in the future.
41. As of the effective date of the Lockton Agreement, the ClickHook Platform Proved Valuable. The Technology Payment became due to be finalized and the Defendants became liable to DVCI to finalize and pay the Technology Payment to DVCI.
42. In the months subsequent, Trufla and Lockton have entered into further agreements for work under the Lockton Agreement, all of which provide deliverables consisting of DVCI's ClickHook Version 2. Such have generated between \$3 and \$5 million dollars in revenue, which revenue and revenue potential total continues to grow.
43. In breach of the agreements and promises aforesaid, the Defendants did not approach DVCI to confirm the details of the Lockton Agreement and suggest a value for the ClickHook Platform on a Technology Valuation Basis, and suggest a Technology Payment would be made to DVCI.
44. The Defendants breached the Payment Promise/Agreement and the related promises and assurances and in consequence DVCI and the Plaintiffs have suffered significant damages.
45. Upon ClickHook Proving Valuable, the value of the Clickhook Platform using a Technology Valuation Basis was \$54 million.

46. The Technology Payment due under the Payment Promises/Agreement is estimated to be at least \$5 million. The Defendant DVCI has suffered damages in the estimated amount of at least \$5 million, or such other amount as may be proven at trial of this action.
47. The Defendants have profited by their wrongful actions or otherwise gained financial benefits and, obtained a means to exploit a corporate opportunity. Further, Trufla has enjoyed all of the revenues received on account of the Lockton Agreement including from the ongoing illegal exploitation of the ClickHook Platform, and have caused Trufla to apply certain of such revenues to pay costs, debts and losses that were and continue to occur in the other businesses of Trufla that were formerly operated by Sharp Mobile Technology.
48. DVCI and/or the appropriate of the Vass Parties seek a judgment in the nature of an order directing the Defendants and each of them provide the Valuation Payment and equitable amounts representing losses and damages for breaching all promises, assurances and representations, or in the alternative, or in addition, damages or an award on the basis of *quantum meruit*, equal to the benefits each of the Defendants received there being no juristic reason for their having benefitted and the Vass Parties having been correspondingly deprived.
49. In the fall and winter of 2019 – 2020 DVCI requested the Defendants cease use of the ClickHook Platform. The Defendants' use of the ClickHook Platform has persisted.
50. Such breaches of the extinguished use rights, infringements and continued misuses of the ClickHook Platform include authorizing, aiding and condoning third parties including Lockton and other end-users to infringe the copyright and other rights of the Plaintiffs, further described below.
51. Such infringements and continued misuses of the Plaintiff's copyright rights and of the ClickHook Platform include further exploiting the ClickHook Platform with end users using it on a monthly basis which now includes monthly user fees of about or exceeding, \$10,000 per month, white-label deal payments, and ongoing payments of over \$1 – 2 Million annually under the Lockton Agreement.

Copyright Breach

52. In 2019, the copyright rights in the ClickHook Platform were assigned to DVCI. DVCI pleads and relies on the *Copyright Act*, R.S.C. 1985 c-42 (herein: the "**Act**").
53. Vass was an author under the Act for having directed the programming of the Clickhook Platform so that it would become an expression of his ideas, which it did.
54. In 2020 Vass formally assigned in writing his copyright rights in the ClickHook Platform, to DVCI. Vass is a citizen of and ordinarily resident in Canada, a treaty country within the meaning of section 2 of the Act.
55. Accordingly DVCI is the owner of the copyright in the literary work titled: ClickHook lead Management CRM Software Tool (such copyright herein: the: "**Platform Copyright**").
56. The Plaintiff DVCI is the registered owner in Copyright Registration Number 1164752.

57. The consent or authorization of DVCI to the continued maintaining or holding, and use, of the ClickHook Platform, if ever rightfully created and held which is denied, ended in 2019. Trufla and at no time sought the consent of DVCI to the use or continued use of the Unauthorized Copies.
58. Trufla did not ever seek the consent or authorization of DVCI to use the ClickHook Platform and to authorize others to use it, and were directed by DVCI to cease use of and destroy any unauthorized copies of the ClickHook Platform.
59. DVCI and not Trufla had the sole right in Canada to engage in the activities listed under Section 3 of the Act, including reproducing or authorizing others to reproduce, the ClickHook Platform or any substantial part thereof.
60. The continued use of the ClickHook Platform by Trufla infringed DVCI's Platform Copyright, contrary to section 27 (1) of the Act.
61. Further the Defendant Trufla infringed the Plaintiff's copyright, contrary to section 27 (2) of the Act, by selling or renting out the ClickHook Platform to third parties and continuing to use the Platform including the SEO and Web clients of Trufla, and by others; further by authorizing third parties to make unauthorized copies of the ClickHook Platform and by authorizing third parties to permit others to use such unauthorized copies or make copies of all or a substantial part thereof. Such constitutes a further infringement of DVCI's Platform Copyright.
62. Vass has a right to be associated with the ClickHook Platform. In violation of such right, contrary to section 14.1 of the Act, Trufla did not credit Vass with the ClickHook Platform in its dealings with third parties. As a result Vass has suffered damages and in particular, loss of reputation and business loss of business.
63. DVCI has, as a consequence of the activities of Trufla, suffered and will continue to suffer losses and damages, and in particular failure to be remunerated as the owner of the copyright rights in and to the ClickHook Platform.
64. As a result of Trufla's infringing activities, pursuant to section 34 of the Act, DVCI is entitled to any remedy including an injunction, damages, accounts, delivery up, and otherwise that are conferred by law for an infringement of its rights.
65. As a result of Trufla's infringing activities, pursuant to section 39 and 39.1 of the Act, DVCI is entitled to any remedy including an injunction and a wide injunction restraining Trufla and any party under it, from directly or indirectly either infringing or authorizing others to infringe, the Plaintiff's copyright and moral rights.
66. Trufla was at all material times aware or had reasonable grounds to suspect that copyright subsisted in the ClickHook Platform.
67. In November and December, 2019 Trufla was given express written notice of the Plaintiff's right, title and interest in the copyright subsisting in the Work, and was requested to cease using the ClickHook Platform.

68. Trufla has refused to indicate its intention to discontinue the impugned activities. Trufla's continued activities using and carrying on as the owner and party entitled to the exploitation of the Platform have been brazen and callous, and have blatantly disregarded the Plaintiff DVCI's copyright rights.
69. Despite applying its best efforts to resolve the matter, Trufla and the Rogers Parties have refused to resolve the matter. Trufla will continue their infringing activities unless restrained by this Honourable Court.
70. As a result of Trufla's infringing activities, DVCI is entitled to damages and an accounting of its profits to be determined after a full inquiry pursuant to section 35 of the Act.
71. With respect to all unauthorized copies and any partial copies Trufla is using of either the original Source Code of the ClickHook Platform or any copy thereof, or any such copy under its control or power, DVCI is entitled to an Order directing Trufla or any other party involved in keeping or using any such copies, to deliver up under oath to DVCI for destruction, all such copies.
72. Further and in the alternative, since this dispute arose Trufla has improperly copied the content, structure, architecture and expression of computer code in the ClickHook Platform and its user interfaces, for the express purpose of creating a 'new' platform for Trufla to use, instead of the ClickHook Platform. The making of such indirect copy by Trufla is an infringement of DVCI's copyright.
73. Trufla's infringement of DVCI's copyright constitutes willful, callous, high-handed and arrogant conduct. Such warrants an award of punitive and exemplary damages.
74. DVCI states that Trufla has acted in bad faith, its conduct was planned, it carried out a plan deliberately to take property or the benefits of the property of DVCI without compensation, it was well aware of what it did and continues doing, the effect and motive of Trufla has been to deprive DVCI of its own profit or compensation in regard to the ClickHook Platform. After the date of the request for the ceasing of the unauthorized use, Trufla has received significant monies and financial benefits in the millions of dollars as a result of its continued misconduct,.

Breach of the Aggregator Promise

75. The Aggregator Promise was breached, broken and there were few and only immaterial, or no, further actions taken by the Defendants in relation to the Aggregator Promise.
76. The Aggregator Promise was designed by the Defendants and where made, was condoned and (to the extent of any validity to any of the representations as made) let be relied on after each of the Defendants were aware it and any of the representations in it, became untrue. It was false, untruthful and constituted a false and dishonest misrepresentation made with the intent that Vass Parties rely on each and all of the representations within it in carrying out their parts of the SPA and the Amalgamation and in carrying out all steps including supporting the ClickHook Platform; which, in reliance on the Aggregator Promise and each of the representations within it, they did so carry out.

77. The Aggregator Promise and each of the promises constituting it were significant and relied upon by the Plaintiffs. The Defendants knew and intended that the Plaintiffs rely on them. Same were made with a reckless disregard as to their truth. Alternatively such were made with no belief in their truth.
78. Additionally, the Aggregator Promise was an offer accepted, and the acceptance of it and each of them for full and valuable consideration constituted an agreement either separately or as forming a part of the agreements aforesaid, which Aggregator Promise agreement was completely and wholly breached by the Rogers Parties and each of them, and for that the Plaintiffs seek damages for breach of such agreement, and an award of aggravated or exemplary damages.

Remedies sought:

79. The Plaintiffs seek against the Defendants and each of them:
- a. Whether as ordinary damages, or on the basis of a *quantum meruit*, judgment, or an order directing payment of an amount equal to the Technology Payment, in the estimated amount of \$5,000,0000.00 due under the Payment Promise/Agreement and related promises, assurances and representations;
 - b. an accounting of the profits, gains, revenues, reduced losses and financial benefits the Defendants derived from providing goods and services and fulfilling project orders that either consist of all or a portion of the Clickhook Platform or Clickhook Version 2, or are designed to function with Clickhook Version 2 (herein: "**Clickhook Business**") such amount taking into account the use of revenues from Clickhook Business for covering costs in the growth of Trufla and in respect of other businesses of Trufla (herein the amount determined the: "**Clickhook Business Profits**");
 - c. an order directing the Clickhook Business Profits be paid to DVCI;
 - d. An order directing such accounting consider revenue or financial benefits of any kind whatsoever received by Trufla from or related to written or implied licenses for the use of software consisting of all or a portion of the Clickhook Version 2 to third parties using it or reselling it under white-label deals;
 - e. To the extent the scope of an accounting under section 35 of the (Copyright) Act may differ from the accounting sought aforesaid, an order directing such accounting or steps different, are performed;
 - f. an order directing Trufla to transfer the domain names, email accounts, app admin accounts and other intangible property related to the Clickhook Platform to DVCI;
 - g. aggravated or exemplary damages against the Defendants and each of them for their conduct constituting high-handed, callous, willful, reckless, and conduct otherwise deserving of sanction in such damages, whether in contract, equity and on any basis found meritorious;
 - h. a permanent injunction at Trial, stopping Trufla from making any use of the Clickhook Platform or of any software consisting of all or a portion of Clickhook Version 2, or of

related products, or products that are delivered in whole or in part due to the conduct of Clickhook Business, an order directing all property electronic or physical in and to the truLeads platform (formerly ClickHook Platform) and related to Clickhook Version 2 including all versions of programs being capable of operating in conjunction therewith, be transferred to, conveyed to and declared the property of, DVCI and delivered up to DVCI, or alternatively destroyed on oath;

- i. an order directing any software or products produced by or under the Trufla that in any way benefitted from the misuse of Confidential Information of the Plaintiffs or any of them, be provided to and transferred to DVCI;
- j. delivery up of all material related to the Clickhook Platform electronic and otherwise, including but not limited to promotional, user-guide, programming and training material and destruction on oath as described in more detail above;
- k. costs payable to the Plaintiffs on a solicitor and client basis, together with all the Plaintiff's disbursements inclusive of experts fees and witness fees, and taxes.

NOTICE TO THE DEFENDANT(S):

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of Defence or a Demand for Notice in the Office of the Clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiff's (s') address for service.

WARNING:

If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve or are late in doing either of these things, a court may give a judgment to the Plaintiff(s) against you.