

COURT FILE NUMBER 2001-11303  
COURT COURT OF 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., GEMSTAR HOLDINGS LTD.,  
THIRD PARTY DEFENDANTS DAVID VASS CONSULTING INC., DAVID VASS,  
PROSPERITY FREEDOM NETWORK LTD. and DAVID  
VASS FAMILY TRUST  
DOCUMENT AFFIDAVIT OF DAVID VASS



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**WILSON LAYCRAFT**  
**Barristers and Solicitors**  
650, 211 – 11th Avenue SW  
Calgary, Alberta T2R 0C6  
**Attention: Brad Findlater/Richard Harrison**  
Phone: 403-441-2135  
Fax: 403-290-0828  
Email: bfindlater@wilcraft.com  
File No.: 4213.001

**AFFIDAVIT OF DAVID VASS**

Sworn on 22 January, 2026

I, David Vass, of Lumby, BC SWEAR AND SAY THAT:

1. I am a Plaintiff in this action and a Third-Party Defendant in the within matter and have personal knowledge of the matters herein deposed to except where stated to be based on information and belief and where so stated I verily believe same to be true.
2. This affidavit should be read in conjunction with the affidavit I swore on January 31, 2022 in this Action (the "2022 Affidavit") which provides essential information, context, and exhibits. I adopt the defined terms from my 2022 Affidavit, unless otherwise stated.
3. ClickHook was my product that I built from scratch using primarily one developer. The entire product was my vision and hard work bringing it into reality over years, including weekends and personal time.
4. The only written agreement that gave authority to use ClickHook was executed on December 12, 2013, called the "Web Application License Agreement" as between DVCI and Aceteq. The Web Application License Agreement granted DVCI exclusive worldwide

rights to market, distribute, white-label, franchise, and enhance the platform which became Clickhook. The Web Application License Agreement is attached as Exhibit B to my 2022 Affidavit.

5. No other written agreement was executed that gave authority or IP ownership of Clickhook to any person or company during the relevant period of 2013 through 2019.
6. In December 2019, I obtained a complete assignment of ClickHook copyright from Aceteq, which transferred all rights of ClickHook to DVCI, including a moral rights waiver. Attached as **Exhibit "A"** is a copy of the Assignment.
7. In December 2019, I registered copyright with the Canadian Intellectual Property Office for ClickHook Lead Management CRM Software Tool, Registration No. 1164752. Attached as **Exhibit "B"** is a copy of the registration.
8. In Sherif Gemayel's affidavit affirmed September 29, 2025, at paragraph 15 he claims *"Over the course of the EMethod Purchase negotiations, I understood ClickHook to be exclusively owned and utilized by EMethod."* Sherif then goes on to reference and attach email correspondence between him and I, which he alleges supports this belief.
9. Sherif's evidence on this issue misrepresents what actually occurred and is based on an incomplete record provided in his affidavit. More specifically, the partial email chain Sherif included at Exhibit G to his affidavit intentionally omits the email reply I sent to Sherif dated February 10, 2015. My email was a response to the February 9, 2015 email of Sherif that he expressly relies on. Attached as **Exhibit "C"** is the full email chain. The most relevant portion of my February 10, 2015 email to Sherif is reproduced below for ease of reference:

*"It is obvious that ClickHook is not seen as having any worth. I have put way too much time and money into it and got real users to include this in the deal when it's considered of no value. The value I put on it was \$350,000. So it only makes sense we knock off that amount from the \$2 million and I keep ClickHook. I will still use ClickHook for EMethod but I will own the code and the product and I have to pay out of pocket to keep developing it. This would need to be clear in the agreement."*

10. An accurate and truthful description of the discussions I had with Sherif regarding purchasing EMethod in 2015 is that I made it clear that ClickHook was an independent asset that I valued separately. Sherif then made it clear he did not want to pay anything for ClickHook and saw no value in it. The result was that we excluded ClickHook from the proposed transaction, as is clearly set out in my February 10, 2015 email set out above.
11. My evidence is also consistent with the fact that neither the Letter of Intent nor the SPA makes any mention of ClickHook forming part of EMethod or otherwise being part of the purchase. Given the negotiations resulted in excluding Clickhook from the purchase of EMethod early on, there was no need to reference it.
12. I did meet with Sherif and Bruce in person prior to finalizing the SPA to discuss ClickHook. They verbally confirmed that I could continue to build and develop ClickHook as long as EMethod's clients received the benefit and I did not get sidetracked, which I agreed to.

13. After selling 75% of EMethod, I continued building ClickHook on my own time.
14. In spring 2016, I met Sherif in his office to discuss concerns about ClickHook being tied to EMethod and how I would get paid, given its value. I also wanted to reward my developer. Sherif made it clear at the meeting that ClickHook was "my baby" and SharpMobile was his. He said if ClickHook proved valuable, he would have no problem paying me what it was worth.
15. After this promise, Sherif also tried to get me to sign over IP rights to ClickHook to EMethod. I refused to do so, as I wanted to ensure I was going to be paid for Clickhook.
16. When the 2018 Transaction occurred involving the amalgamation of EMethod with Sharp Mobile, there were additional discussions about Clickhook which are described at paragraph 36 and Exhibit M to my 2022 Affidavit. To summarize, the discussions that I had with both Sherif and Bruce in 2017 were how to account for Clickhook in the amalgamation, since I still owned it outright. One proposal that was made was "tracking shares," but that was not pursued and we agreed to continue for the time being with the status quo insofar as my continued ownership of Clickhook was concerned.
17. The only change of significance concerning Clickhook arising from the 2018 Transaction was that we agreed to change the name from Clickhook to truLeads.
18. If Clickhook was part of EMethod, as alleged by Sherif and Bruce, there would have been no need for me to meet or have any discussions with Sherif and Bruce about Clickhook as was done. If Sherif or Bruce actually believed EMethod owned Clickhook when the 2018 Transaction was being discussed, then the reasonable expectation is that they would have communicated that to me in writing or verbally, which they did not.
19. The evidence of Sherif and Bruce in relation to Clickhook is entirely inconsistent with what we discussed verbally, what was communicated over email and how we conducted business from 2015-2019.

**The Lockton Agreement must be produced**

20. At paragraph 26 of Sherif's affidavit, he refers to an agreement being entered into between Trufla and Lockton around summer/fall 2019 (the "**Lockton Agreement**").
21. Sherif does not attach any documentation relating to the Lockton Agreement. I believe that there is a written Lockton Agreement that Trufla has not produced at all in this Action. At a minimum, I believe there are written records that exist which speak to the terms of the Lockton Agreement, as well as the negotiation thereof. The basis for this belief is as follows:
  - 20.1 In 2018 and 2019 I led the project involving Lockton, building products on Clickhook (now truLeads), so I was involved in the discussions.
  - 20.2 In April 2019, a representative of Lockton, Justin Pinches, flew to Calgary for 5 days, during which time he praised truLeads and there were discussions of entering into a 5-year deal. I was present for all those meetings.
  - 20.3 In the summer of 2019, Mr. Pinches told Trufla that Lockton would like there to be an agreement in place concerning the IP concerning truLeads. I received an email

from Sherif on 16 August 2019 which suggested that Trufla and Lockton were in the process of finalizing an agreement. Attached as **Exhibit "D"** is a copy of the email chain.

22. As set out above, it was apparent that Trufla and Lockton were negotiating a written agreement concerning the use of Clickhook.
23. I resigned from Trufla in mid September 2019, as I was upset that Trufla was purporting to sign over the IP rights to my platform, truLeads (Clickhook), without agreeing to pay me for it as Sherif and Bruce has promised.
24. As a result, I was not privy to any further discussions or developments concerning the finalizing of the Lockton Agreement.
25. At paragraph 27 and Exhibit K of Sherif's affidavit, he references and attaches a document called the "Lockton & Trufla Migration Agreement," dated November 12, 2020. Sherif claims this agreement relates to a different software program that Trufla transitioned to from Clickhook.
26. Sherif also alleges that Clickhook proved problematic for Lockton due to limitations and inability to scale, resulting in Trufla transitioning to a new software program. I dispute Sherif's evidence on this point. His position now is entirely inconsistent with what was being reported by him to Trufla in the Fall of 2019, when he sent out an email to staff which included the following:

*"...So far year to date, our income is up 50.3% year over year. That kind of growth is fantastic and its largely due to our Lockton project...."*

*"truLeads [Clickhook] has done some amazing things. We have pivoted the product to be much more versatile than just a lead management tool. We are now We are now in talks with a number of brokerages and insurance companies to help license the product on mass. We believe that truLeads has the potential to be a game changer in the industry and has the potential to supplant traditional BMS systems. This alone is VERY exciting. The truLeads team has an huge amount of work scheduled from Lockton because of the success and delivery of our first product."*

Attached as **Exhibit "E"** is a copy of the email dated September 2, 2015.

27. As can be seen from the above email, there is no indication from Sherif concerning any limitations of Clickhook or the need to rebuild a new product.
28. Based on the above, I believe that any decision to "rebuild" was directly related to my departure from Trufla, which occurred one week after Sherif's email on September 7, 2019.
29. After my departure from Trufla, I believe that Trufla continued to wrongfully use and profit from Clickhook/truLeads, including specifically with Lockton. Following the commencement of this litigation, I believe that Trufla used my ClickHook platform and IP to rebuild an apparent replacement software, knowing full well they had no paper trail of IP ownership for ClickHook and no authority to use it. To the extent that Trufla migrated

its clients to a "new" replacement or substitute platform, it is my position that this platform was created by wrongfully using Clickhook's IP.

30. Based on the above, I am requesting that all communications and related records concerning the Lockton Agreement and the Lockton & Trufla Migration Agreement be disclosed. I believe those communications are relevant, as they will demonstrate what representations were made by Sherif, Bruce and Trufla concerning the ownership of Clickhook/truLeads, and the fact that Clickhook remained my property. More specifically, I am requesting the following be produced by Trufla:
- i. All communications between Trufla representatives and Lockton representatives from 2019 and 2020.
  - ii. All communication between counsel for Trufla and counsel for Lockton from 2019 and 2020 concerning the negotiations of the Lockton Agreement and the Lockton & Trufla Migration Agreement.
  - iii. Copies of all draft agreements that were circulated as between Trufla and Lockton.
  - iv. Specifically, any memorandum, correspondence or other documentation that speaks to the terms of what is defined as the Lockton Agreement in Sherif's affidavit.
  - v. Copies of any internal email correspondence among Sherif, Bruce and other Trufla employees concerning the ownership of Clickhook/truLeads for the period of 2015 – 2020.
  - vi. All source materials and related records concerning the replacement software program that Trufla transitioned to as referenced in the Lockton & Trufla Migration Agreement.
  - vii. Copies of communication between Trufla representatives and Rogers Insurance representatives concerning Clickhook.
31. The list of relevant records I seek to have produced above is non-exhaustive. Given the nature of the dispute, there are likely other relevant records that I am currently unaware of which are in the possession and control of the Defendants but have not been produced. I am requesting that my counsel be entitled to complete fulsome questioning of both Sherif and Bruce prior to the Defendants summary dismissal application proceeding. This is the only way to ensure that there is a complete record before the court.

32. I make this Affidavit in response to the application for summary dismissal and in support of my cross-application seeking further and better production from Trufla. I reserve my right to file additional evidence in response to the summary dismissal application after Questioning has been completed and production of records from the Defendants has been decided.

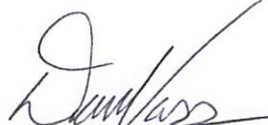
SWORN BEFORE ME at Vernon,  
BC, this 22 day of January,  
2026.



A Notary Public in the Province of  
British Columbia

CHELSEA KRAMER  
A Notary Public in and for  
The Province of British Columbia  
#101 5145 26<sup>th</sup> Street  
Vernon, BC V1T 8G4

**PERMANENT COMMISSION**



DAVID VASS

This is Exhibit "A" referred  
to in the Affidavit of

DAVID VASS

Sworn before me this 22  
day of Jan, 2026.



A Notary Public in the  
Province of British Columbia  
CHELSEA KRAMER

A Notary Public in and for  
The Province of British Columbia  
#101 5145 26<sup>th</sup> Street  
Vernon, BC V1T 8G4

**PERMANENT COMMISSION**

## **COPYRIGHT ASSIGNMENT and MORAL RIGHTS WAIVER**

This **COPYRIGHT ASSIGNMENT AND MORAL RIGHTS WAIVER** (the "**Agreement**") is made on the 12 / 05 / 2019 (the "**Effective Date**")

12 / 05 / 2019

### **BETWEEN:**

Dave Vass Consulting Inc., a body corporate having an office in the City of Calgary, in the Province of Alberta,

("Company")

and

•

Rajeev Sharma, employee of Aceteq Web Services Private Limited

("Author")

And

Aceteq Web Services Private Limited

•

("Contractor")

(Each a "**Party**" and collectively, the "**Parties**")

### **WHEREAS:**

- The Author is an individual, or the employee of the Contractor, contracting with the Company (the "**Contract**") and, as part of the providing services under the Contract, the Author creates work product including but not limited to the items listed on Schedule A to this Agreement" (the "**Work**");
- The Parties wish to formally assign the legal and equitable ownership of the copyright inherent in the Work to the Company and ensure that any moral rights arising from authorship of the Work are waived by the Author and the Contractor, or either of them (the "**Assignors**") in favour of the Company;
- This Agreement records the Parties' mutual acknowledgement of and agreement to the matters described herein.

**THEREFORE**, in consideration of payment of \$150 USD to the Contractor plus other good and valuable consideration expressly acknowledged by the Parties to be sufficient, and on the basis of the provisions contained herein, the Parties agree as follows:



1. The Assignors hereby assigns, transfers and conveys all of the Author's rights, title and interest in and to the Work to the Company without restriction or reservation whatsoever.
2. The Assignors each represent and warrant to the Company that each may make the assignment, transfer and conveyance stated herein. For the purposes of clarity, if either of the Assignors hold any legal or equitable rights in and to the Work prior to the Effective Date of this Agreement, the Assignors will complete the full acquisition of such rights prior to the Effective Date of this Agreement.
3. The Assignors represent and warrant that, prior to the Effective Date of this Agreement, each or either of them had assigned all legal and equitable rights as author in and to the Work to the Company for the purposes of this Agreement.
4. The Company hereby accepts the assignment, transfer and conveyance of all of the Assignors' right, title and interest in and to the Work.
5. The Author hereby irrevocably waives his moral rights arising from and attached to the Work in favour of the Company.
6. The Assignors release and indemnify the Company from any and all expenses, costs, damages or other awards arising from third party claim(s) of intellectual property infringement based on creation and/or use of the Work.
7. The Assignors hereby agree to take all steps and to execute such documents as reasonably requested by the Company following the Effective Date of this Agreement in order to perfect intellectual property registrations and the assignments, transfers and conveyances made herein.
8. The Assignors hereby release the Company from any and all liability arising from reproduction of the Work on and from the Effective Date of this Agreement.
9. This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors. In accordance with the terms of this Agreement, the obligations of each Party shall not be assignable unless such assignment has been consented to by each of the other Parties, whose consent may be unreasonably withheld.
10. Time shall be of the essence of this Agreement and each of the terms and conditions herein.
11. This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, Canada.
12. This Agreement may be executed and delivered in any number of counterparts, and may be delivered by electronic transmission, each of which when executed and delivered is an original but all of which taken together shall constitute one and the same instrument.

The Parties have caused this Agreement to be executed as evidenced below.

Dave Vass Consulting  
Dave Vass, President



---

Aceteq Web Services Private Limited  
Swastik Agarwal, President



---

#### **Schedule A**

#### **• Work •**

Any and all work related to the development of the lead management software referred to as ClickHook. This includes all the code written for ClickHook from 2014 to 2018 by any employees of Aceteq. It also includes any work done on the backend, frontend, and mobile apps including the designs.

<b>TITLE</b>	Revised Copyright Assignment
<b>FILE NAME</b>	Copyright Assignment.docx
<b>DOCUMENT ID</b>	c0cbf2ee23b06e5ca3192a3fdbbd4cbad1b5066d
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Completed

## Document History

 SENT	<b>12 / 04 / 2019</b> 18:20:55 UTC	Sent for signature to Swastik Agarwal (swastik@aceteq.co) and Dave Vass (davevass@me.com) from dave@costcertified.com IP: 184.64.34.202
 VIEWED	<b>12 / 05 / 2019</b> 16:35:18 UTC	Viewed by Swastik Agarwal (swastik@aceteq.co) IP: 122.171.237.32
 SIGNED	<b>12 / 05 / 2019</b> 16:35:50 UTC	Signed by Swastik Agarwal (swastik@aceteq.co) IP: 122.171.237.32
 VIEWED	<b>12 / 05 / 2019</b> 17:45:59 UTC	Viewed by Dave Vass (davevass@me.com) IP: 184.64.34.202
 SIGNED	<b>12 / 05 / 2019</b> 17:46:14 UTC	Signed by Dave Vass (davevass@me.com) IP: 184.64.34.202
 COMPLETED	<b>12 / 05 / 2019</b> 17:46:14 UTC	The document has been completed.

This is Exhibit "B" referred  
to in the Affidavit of

DAVID VASS

---

Sworn before me this 22  
day of Jan, 2026.



A Notary Public in the  
Province of British Columbia  
CHELSEA KRAMER  
A Notary Public in and for  
The Province of British Columbia  
#101 5145 26<sup>th</sup> Street  
Vernon, BC V1T 8G4

**PERMANENT COMMISSION**



Office de la propriété  
intellectuelle du Canada

Un organisme d'Industrie Canada

Canadian Intellectual  
Property Office

An Agency of Industry Canada

50, rue Victoria  
Place du Portage I  
Gatineau (Québec), Canada  
K1A 0C9

50 Victoria Street  
Place du Portage I  
Gatineau, Quebec, Canada  
K1A 0C9



## Filing Submission Receipt

### Registration Number

1164752

### Title

ClickHook Lead Management CRM Software Tool

### Category

Literary

### Publication

Work is unpublished

### Owner

Dave Vass Consulting Inc  
87 Hawksbrow Dr. NW  
Calgary, Alberta  
Canada  
T3G3B5

### Author

Yakub, Yasin  
413A, Neeladri Mahal, Nandidurga Rd,  
Bangalore  
India

Sharma, Rajeev  
Sree Ayyappan Temple Road  
Yalachenahalli  
Bengaluru South  
India



## Agent

I/we hereby declare that the applicant is the owner of the copyright in the work.



I/we confirm that the information as entered is correct.



This is Exhibit "C" referred  
to in the Affidavit of

\_\_\_\_\_  
DAVID VASS

Sworn before me this 22  
day of Jan, 2026.



A Notary Public in the  
Province of British Columbia

CHELSEA KRAMER  
A Notary Public in and for  
The Province of British Columbia  
#101 5145 26<sup>th</sup> Street  
Vernon, BC V1T 8G4

**PERMANENT COMMISSION**

**To:** Sherif Gemayel[sherif@sharpinsurance.ca]  
**From:** Dave Vass  
**Sent:** Tue 2/10/2015 9:02:56 AM  
**Subject:** Re: EMethod Valuation

Sherif,

I know you are travelling and we are meeting Friday afternoon but I have a few more thoughts that I'd like to share and we can discuss Friday.

It is obvious that ClickHook is not seen as having any worth. I have put way too much time and money into it and got real users to include this in the deal when it's considered of no value. The value I put on it was \$350,000. So it only makes sense we knock off that amount from the \$2 million and I keep ClickHook. I will still use ClickHook for EMethod but I will own the code and the product and I have to pay out of my pocket to keep developing it. This would need to be clear in the agreement.

Then there has been no valuation given to the web assets I own. I figure I have around \$250,000 worth of web assets. So we can knock that off the price.

That means there's \$600,000 knocked off the price of EMethod but Sharp/Rogers is still getting what they want which is EMethod and the team and I'm getting what I want which is to keep ownership of something I've worked so long and hard at... ClickHook.

At this point, if Rogers still doesn't feel good about the deal then there's really nothing more I can do to make it happen. I believe just the revenue alone accounts for about \$1.8 to \$2 million but I've taken into consideration all the points made in your email.

Sherif, what I really want to know is:

- How much do they want EMethod? I know how much you value me and my company but if Rogers is the one buying EMethod I need to know if they value the company like you do. This means a lot to me. I don't want to do a deal unless the party buying out my company really believes in it 100% and values it as much as you do.
- If I am willing to cut my salary in half and take off \$600,000 from the price then it is important to me that all the things I asked in my email are done by Rogers. Taking the team on a trip isn't that important (that was just a wish) but everything else is very important to me. I want everyone feeling good about this deal right from the start without undo pressure on my shoulders to "make up" for anything. The way I like to work is by a vision... organic growth. I do not like the pressure of a company thinking we need to make more money... the money always follows the vision and value put forth.
- If we actually came to a deal that everyone was happy with (as far as the buyout price of EMethod at \$1.4 million) I would still want \$700,000 upfront and the remainder paid out over the 2 years (based off the 75% purchase)

Thanks,

David Vass, Owner & CEO

<http://www.Emethod.ca>



Web design, development, mobile, SEO and consulting.

<http://ClickHook.io> - Get More, Better Qualified Leads and Use Our Lead Management Tool To Track Them.

On Feb 9, 2015, at 2:33 PM, Dave Vass <[dave@emethod.ca](mailto:dave@emethod.ca)> wrote:

Hey Sherif,

I'm just brainstorming here... not even sure if we are even close to being on same page or not. If it's way too far away then might as well not entertain this any further.

But I'd be willing to get paid \$10,000/mo for the first two years if the money was paid as dividends and as a contractor.

That would instantly free up \$10,000/mo or \$240,000 over a two year period.

The reason I'd be willing to sacrifice my income is so there's more money in the company to help fund the deal and its growth.

But again, if we aren't even on the same page then I guess there's no point in exploring it further because I'm pretty confident with EMethod's valuation.

Let's chat if you have time later.

Sent from my iPhone

Dave Vass, President & CEO

403-978-1914

[www.EMethod.ca](http://www.EMethod.ca) - Web design and development and search engine optimization.

<http://ClickHook.io> - Get More, Better Qualified Leads! We Help You Grow Online.

On Feb 9, 2015, at 11:02 AM, Sherif Gemayel <[sherif@sharpinsurance.ca](mailto:sherif@sharpinsurance.ca)> wrote:

Hi Dave,

So I've chatted with both Lee and Bruce on the matter regarding the valuation. While we all agree that there is definitely value in looking at this, there is hesitation on the value you've put on. The biggest issue quite simply, is that everything that EMethod is valued on is all you. If something were to happen to you at any time, there would be no EMethod. The existing assets are worth nothing. I'm telling you this because I don't want you to go get your financials unnecessarily. The starting amount is way too high. We also feel that you are not incurring any of the risk and all the risk is mitigated to us.

Although you are valuing your company at \$2M, because your annual receipts are approx. \$600K, after your expenses and costs (salaries you pay yourself, your team, etc) you end up with approx. \$100K and so you are asking for approx. 20x EBITDA. I

know you are valuing ClickHook separately, but its yet unproven (although has a lot of perceived value for clients). It may have a significant value to clients in the future, but you are also not charging for it, so the value then goes into EMethod as a whole in terms of it being sticky. Its not generating additional revenue for the current stream.

Here would also be the costs:

\$20K/month – Dave Vass  
 \$5K/month – Christine  
 \$2K/month – Rajeev  
 \$12K/month – Other Staff (approx. 6 more if each is approx. \$2K per month)  
 Taxes  
 Equipment  
 Team Trip Annually  
 Etc.

The other thing is, part of doing this deal is to alleviate your pressure in terms of running the business. Because we know the business is mainly built on you, if you burn out, the whole things falls apart quickly. No one else can really take over. So in order to alleviate your current load, you have to hire more people and add more infrastructure to handle the volumes. EMethod is basically all you.

I don't want to throw any kind of value out cause I don't think we'd be on the same page, so maybe for now we just continue what we are doing and revisit this in the future again.

Thoughts?

**Sherif Gemayel**  
 President

<image001.png><image002.png>

<image003.png> <image004.png>

<image005.png>

<image007.png>

403.590.2008 ext 3106  
 Sherif@sharpinsurance.ca

Let me know how I did today.  
 <image006.png>

100 - 1000 Centre Street N, Calgary, AB T2E 7W6  
 Main 403.590.2008 | Fax 403.454.5422 | Toll Free 1.877.218.2008  
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This is Exhibit "D" referred  
to in the Affidavit of

DAVID VASS

---

Sworn before me this 22  
day of Jan, 2026.



A Notary Public in the  
Province of British Columbia  
CHELSEA KRAMER

A Notary Public in and for  
The Province of British Columbia  
#101 5145 26<sup>th</sup> Street  
Vernon, BC V1T 8G4

**PERMANENT COMMISSION**

**To:** Tom Reid[Tom.R@trufla.com]; Dave Vass[Dave.V@Trufla.com]; Dave Duncan[Dave.D@Trufla.com]  
**From:** Sherif Gemayel  
**Sent:** Fri 8/16/2019 9:44:21 AM  
**Subject:** FW: Revised Contract

This must be the hold up from Justin. I'll know more details from Sara on Monday.

FYI

**Sherif Gemayel | CEO**



**www.trufla.com** | Direct: 403.590.2008 Ext# 3106 | Toll: 877.218.2008

This message (including any attachments) is confidential and may be privileged. If you have received it by mistake please notify the sender by return e-mail and delete this message from your system. Any unauthorized use or dissemination of this message in whole or in part is strictly prohibited. Please note that e-mails are susceptible to change. Trufla Technology, shall not be liable for the improper or incomplete transmission of the information contained in this communication nor for any delay in its receipt or damage to your system. Trufla Technology does not guarantee that the integrity of this communication has been maintained nor that this communication is free of viruses, interceptions, or interference.

**From:** Cathcart, Matthew <Matthew.Cathcart@uk.lockton.com>  
**Sent:** Friday, August 16, 2019 8:28 AM  
**To:** Sara Smith <ssmith@rogersinsurance.ca>  
**Cc:** Pinches, Justin <Justin.Pinches@uk.lockton.com>; Sherif Gemayel <Sherif.G@trufla.com>  
**Subject:** RE: Revised Contract

**EXTERNAL**

Hi Sara

I have been assisting Justin with the review of the contract and we have now received advice from local counsel. Our local counsel has recommended some amendments to the agreement which it would be helpful to discuss. Are you available 4:30 pm (UK time) Monday, Tuesday or Wednesday next week for a call?

Kind regards  
Matthew

**Matthew Cathcart**  
**Vice President**  
**Legal Counsel**

**Lockton Companies LLP**  
The St. Botolph Building  
138 Houndsditch  
London  
EC3A 7AG

Tel: +44 (0) 207 933 2808  
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**From:** Sherif Gemayel <[Sherif.G@trufla.com](mailto:Sherif.G@trufla.com)>  
**Sent:** 18 July 2019 09:04  
**To:** Pinches, Justin <[Justin.Pinches@uk.lockton.com](mailto:Justin.Pinches@uk.lockton.com)>  
**Cc:** Sara Smith <[ssmith@rogersinsurance.ca](mailto:ssmith@rogersinsurance.ca)>  
**Subject:** RE: Revised Contract

Hi Justin,

First, thank you for chatting with me a couple days ago about the contract. I know we are pretty much at the finish line and the only thing left is the point about the IP and the word difference that we suggested below.

In the contract in section 4.3 it defines client content as:

***Client shall own all Intellectual Property Rights in and to the materials, information or other content provided by Client to Developer for incorporation by Developer into a Deliverable, and any derivative works to the Client Content made by Developer as part of the Services ("Client Content").***

So basically, anything above the 'base' platform cannot be re-used for other clients whatsoever. If another broker wanted to come to us to build any kind of a digital product, we would have to start basically at the point that we were last Sept and re-map everything and re-build the product from scratch. Any processes, workflows and such that were asked for us to build belong solely to Lockton. It would take pretty much as much time for a new product for another broker as for what it took for Lockton.

I've cc'd Sara Smith in this email who has been working on the contract from our side. If this makes sense and you're good with it, let's get one the contract executed. If you need more clarification, perhaps her and one of your in-house legal team members can chat quickly over this point and so we can get the contract executed once and for all.

Let me know your thoughts. Thanks so much Justin!!!

**Sherif Gemayel | CEO**

**trufla**  
**TECHNOLOGY**

**Phone:** [403.590.2008](tel:403.590.2008) | **Toll:** [877.218.2008](tel:877.218.2008)  
301, 1331 MacLeod Trail S, Calgary, AB T2G 0K3

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**From:** Pinches, Justin <[Justin.Pinches@uk.lockton.com](mailto:Justin.Pinches@uk.lockton.com)>  
**Sent:** July 8, 2019 10:24 AM  
**To:** Sherif Gemayel <[Sherif.G@trufla.com](mailto:Sherif.G@trufla.com)>  
**Subject:** RE: Revised Contract

EXTERNAL

Sherif

The below is still the sticking point on the contract, can we discuss what is determined by client content? We need to ensure that what we have developed cannot be reused however we are happy for it to be redeveloped in future projects based on any other clients requirements. I'm sure you can understand that if another broker approaches you tomorrow we don't want them to be able to go straight to market in 2 weeks when we have taken a year to build this.

Regards

**Justin Pinches**

**Chief Operating Officer**

Global Professional & Financial Risks | Lockton Companies LLP

The St Botolph Building | 138 Houndsditch, London | EC3A 7AG | E-mail: [justin.pinches@uk.lockton.com](mailto:justin.pinches@uk.lockton.com)

Direct Tel: +44 (0) 20 7933 2968 | Mobile: +44 (0) 7946 469 028 | Switchboard: +44 (0) 20 7933 0000

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**From:** Sherif Gemayel <[Sherif.G@trufla.com](mailto:Sherif.G@trufla.com)>  
**Sent:** 21 March 2019 15:37  
**To:** Pinches, Justin <[Justin.Pinches@uk.lockton.com](mailto:Justin.Pinches@uk.lockton.com)>  
**Subject:** RE: Revised Contract

Hi Justin,

Sorry I didn't get this back to you sooner. We're fine with the additional sentence with one small change. We would like to change the word Deliverables to "Client Content". If you guys accept, we'll prepare a final copy, send to you to execute and then we are done!

Cheers,

**Sherif Gemayel | CEO**

trufla  
TECHNOLOGY

Direct: 403.590.2008 Ext# 3106 | Toll: 877.218.2008 |

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**From:** Pinches, Justin  
**Sent:** Wednesday, March 13, 2019 5:36 AM  
**To:** Sherif Gemayel  
**Subject:** FW: Revised Contract

EXTERNAL

Sherif

Please find attached, can you get your team to review the on change to clause 4.1, I've read it and comfortable with it but would approach your view.

We can then get this to Canada for review and the signed.

Regards

**Justin Pinches**  
**Chief Operating Officer**  
Global Professional & Financial Risks | Lockton Companies LLP  
The St Botolph Building | 138 Houndsditch, London | EC3A 7AG | E-mail: [justin.pinches@uk.lockton.com](mailto:justin.pinches@uk.lockton.com)  
Direct Tel: +44 (0) 20 7933 2968 | Mobile: +44 (0) 7946 469 028 | Switchboard: +44 (0) 20 7933 0000  
[www.locktoninternational.com](http://www.locktoninternational.com)

**From:** Cathcart, Matthew <[Matthew.Cathcart@uk.lockton.com](mailto:Matthew.Cathcart@uk.lockton.com)>  
**Sent:** 12 March 2019 14:13  
**To:** Pinches, Justin <[Justin.Pinches@uk.lockton.com](mailto:Justin.Pinches@uk.lockton.com)>  
**Cc:** Connor, Georgina <[Georgina.Connor@uk.lockton.com](mailto:Georgina.Connor@uk.lockton.com)>  
**Subject:** RE: Revised Contract

Hi Justin

Please see attached with tracked changes made to clause 4. This is to clarify (as per your instructions) that while Trufla own all IP in the Deliverables, they cannot use any of the Deliverables to provide services to our competitors. This will mean that they can't simply sell the software they develop for us to another broker, but it would not prevent Trufla from using their pre-existing IP to develop bespoke software for a different broker.

If you agree with the changes in the attached please provide to Trufla for approval, on the basis that (if approved) we will be able to run this past external local counsel in Canada.

I have reached out to my US colleagues for some recommended Canadian lawyers so we can issue instructions once we reach a consensus with Trufla.

Let me know if you have any questions.

Kind regards  
Matthew

**Matthew Cathcart**  
**Vice President**  
**Legal Counsel**

**Lockton Companies LLP**  
The St. Botolph Building  
138 Houndsditch  
London  
EC3A 7AG

Tel: +44 (0) 207 933 2808  
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**From:** Pinches, Justin <[Justin.Pinches@uk.lockton.com](mailto:Justin.Pinches@uk.lockton.com)>  
**Sent:** 14 February 2019 08:55  
**To:** Cathcart, Matthew <[Matthew.Cathcart@uk.lockton.com](mailto:Matthew.Cathcart@uk.lockton.com)>  
**Cc:** Connor, Georgina <[Georgina.Connor@uk.lockton.com](mailto:Georgina.Connor@uk.lockton.com)>  
**Subject:** FW: Revised Contract

Matthew

Please find attached the updated contract for review.

Regards

**Justin Pinches**  
**Chief Operating Officer**  
Global Professional & Financial Risks | Lockton Companies LLP  
The St Botolph Building | 138 Houndsditch, London | EC3A 7AG | E-mail: [justin.pinches@uk.lockton.com](mailto:justin.pinches@uk.lockton.com)  
Direct Tel: +44 (0) 20 7933 2968 | Mobile: +44 (0) 7946 469 028 | Switchboard: +44 (0) 20 7933 0000  
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**From:** Sherif Gemayel <[Sherif.G@trufla.com](mailto:Sherif.G@trufla.com)>  
**Sent:** 13 February 2019 09:57  
**To:** Pinches, Justin <[Justin.Pinches@uk.lockton.com](mailto:Justin.Pinches@uk.lockton.com)>  
**Subject:** Revised Contract

Good morning Justin,

As promised. Here's the revised contract. I believe this satisfies everything we discussed. Cheers.

**Sherif Gemayel | CEO**





**Phone: 403.590.2008 | Toll: 877.218.2008**

**301, 1331 MacLeod Trail S, Calgary, AB T2G 0K3**

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#### **Your personal information notice**

##### **Who we are**

We are a 'data controller' in respect of the personal data we receive in connection with the services we provide.

##### **The basics**

We collect and use relevant information about you to provide our services to you, including (as applicable) risk consulting, arranging the insurance cover from which you benefit or handling your claims, and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the services we provide to you. This information may (where applicable) include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide our services to you, including (as applicable) arranging the

insurance cover from which you benefit and may prevent us from arranging cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the services that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available online on our website or in formats on request.

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This is Exhibit "E" referred  
to in the Affidavit of

DAVID VASS

Sworn before me this 22  
day of Jan, 2026.

Chelsea Kramer

A Notary Public in the  
Province of British Columbia  
CHELSEA KRAMER

A Notary Public in and for  
The Province of British Columbia  
#101 5145 26<sup>th</sup> Street  
Vernon, BC V1T 8G4

**PERMANENT COMMISSION**

# Redacted - Irrelevant

**From:** Sherif Gemayel <Sherif.G@trufla.com>  
**Date:** Monday, September 2, 2019 at 11:26 AM  
**To:** Sherif Gemayel <Sherif.G@trufla.com>  
**Subject:** End of Quarter and Gentle Reminders.....

**\*Long Email Warning\***

I know its hard to believe but we are already half way through our fiscal year! I can't believe how fast this year has gone by. Needless to say it has been quite a year to date. A roller coaster from the highs we've experienced such to the lows. And it would definitely seem like over the last couple years we have been mired in lows as we navigate through company changes. As difficult as its been, time and time again, we have always shown how resilient we are as a company. No matter how much was thrown at us, we found a way to pivot and change, and its made us stronger. For that, let me start by saying Thank you to each and every one of you for the efforts you put in to help keep Trufla Strong! Truly it is you, our teammates, that make this place remarkable and an industry leader! I know about all the projects we are working on and I know who is working on those projects and I'm aware of all the effort you've all put in, no matter which office in the world you are.

I want to take this opportunity to share what's been happening in the insurance industry, in our

company and just some gentle reminders.

Let's start with the industry. The insurance industry over the last 18 months or so has been dealing with some difficult challenges. Insurance companies have been reducing their exposures and increasing rates like crazy. This is due to a number of factors around the world, including natural catastrophes from climate change, the changing political landscapes (such as Brexit) and other regulatory changes around the world. Technology has also been changing the insurance landscape globally. So far, 2019 has seen record investments in InsureTech (over \$2B YTD) globally. This is very exciting as it shows how important technology in insurance has become. As a company that provides technology to the industry, we have to be aware of these industry dynamics so we can pivot accordingly.

Now let's take a quick look at ourselves internally. There's a couple of things I want to touch on. First, our results. So far year to date, our income is up 50.3% year over year. That kind of growth is fantastic and its largely due to our Lockton project. I want to caution though that although our income is up, it does not mean we are profitable yet. We have not turned the corner on profitability and Trufla is still heavily supported by Sharp Insurance. We have invested an enormous amount on talent and infrastructure and our costs have increased by more than 50% year over year. This increase in costs was necessary to make sure we had the right infrastructure and people to scale the growth of the company. The next few months will focus on bringing the company to profitability. This can only happen in 2 ways:

1. Heavy focus and increase in sales. I have taken over the sales team and we are adding more capabilities and talent to scale up growth. This will be in different lines of business and will not just be focused in Canada.
2. Cost controls. We invested a lot over the last couple of years and we now have to get our costs in line with our growth. Sometimes we have to make decisions that people don't like to get our costs under control, but it is an important aspect of any business in order to be successful and thriving.

That being said, we have done some amazing things over the last year with all of our products. Asides from launching and releasing V2 of truMobile, yesterday we went live with the Northview Tenant Insurance Program. This program alone was a huge win for our company as it was built on truMobile . This alone allows us to go to brokerages and show how the versatile the product is (not just a mobile app anymore). If you think about it, some of our competitors in the technology space, like Nuera, have been in business for 4 years and have not won such large companies such as Northview. Amazing job!

truLeads has also done some amazing things. We have pivoted the product to be much more versatile that just a lead management tool. We are now in talks with a number of brokerages and insurance companies to help license the product on mass. We believe that truLeads has the potential to be a game changer in the industry and has the potential to supplant traditional BMS systems. This alone is VERY exciting. The truLeads team has an huge amount of work scheduled from Lockton because of the success and delivery of our first product. It's a huge win!

truWeb launched its first websites a couple months ago and we already have over 14 new websites in the funnel that need to be developed. We are continuing to develop some new and amazing modules to build into it and brokers are taking notice. It's a huge win for us as it ties us even closer to the brokerages we support. There are some remarkable new initiatives using

truWeb and truLeads combined that will allow distribution through brokers to go to a whole new place they have never been. Its very exciting!

I could keep going on and on with some of the other initiatives we are taking on, but I want to switch gears a bit. Over the last year we have seen quite a bit of change internally. Whether it was management changes or colleagues that are no longer with us. Over the last few weeks I've heard many comments from people that they've felt that the culture within the company has changed and is not what it used to be. For me to hear this really pains me. Ultimately, the culture within the company comes from me, and if people feel like its changed, it simply means I have not done a good enough job to protect that culture. Certainly the challenges didn't help, but they aren't an excuse. At the core of who we are, we are a company that has always worked hard, and played hard. It would seem like the work has gotten harder, and certainly hasn't made it fun. I can tell you that I have a renewed commitment to ensure our culture is among the best in the industry and to remind people why we are the best at what we do. I'm also going to make sure we have a lot of fun along the way. I also want to make sure you all understand that we never take tough decisions lightly. We make decisions for what is best for the company to ensure that we continue on our path without bringing the whole thing down. Some of our decisions are not easy, but sometimes tough decisions need to be taken. We look at all angles and we always try our hardest to move people into different roles first before taking decisions to part ways with them. Sometimes, its just not possible. I know we all feel like family here and I love that, but we have a business to run as well.

Before I sign off, I want to tend to some basic housekeeping and some gentle reminders. As a company, our best asset is our people. Its you! As a company, and as individuals we make mistakes. Most of the time these mistakes are silly and unintended but they happen. No one is perfect and that includes the leaders. I remind them often that brain surgery and rocket science is easier than management. With that, there are a couple things I want to stress on:

1. You can talk to whoever you want. If you don't feel comfortable talking to your manager for whatever reason, go talk to their manager or another manager. We don't operate as a hierarchy. We have some pretty awesome leaders, but if you don't feel comfortable, go talk to someone else. We'll try our best to make sure we sort out any issues cause we certainly don't want things to hang around and fester.
2. Give people the benefit of the doubt. We should always give each other the benefit of the doubt and not always assume the worst. Kindness always wins. It makes for a happier place to be and to work.
3. Take care of each other. Sometimes just saying hello to someone can brighten their day. We don't know what others have in their lives or what their struggles are. We also don't want anyone to feel like they don't have a colleague or friend here. I also want to extend an offer to say if anyone here feels like they need someone to talk to or even someone to have lunch with, my door is always open. I encourage you all to get to know each other. If there is someone in the office you don't know, get to know them. Be Connected is one of our core values as a company.
4. GET 'ER DONE!! One of our best qualities that helped get us to where we are is to own it and get 'er done!! Don't pass the buck. Whether its with a client, or with a colleague or a project....take ownership of it and get it done. I tell people often that what separates the good from the great is just execution. Its our ability to get things done right and getting it done the first time. Taking ownership and responsibility and just getting things done is an attitude and a frame of mind!

I'm sorry this email was quite long but I want to leave you with a huge THANK YOU. Again, I am humbled and honored to be working among such amazing people. I'll be visiting Cairo towards the end of September and am looking forward to meeting all the new faces there and to thank you personally!

Cheers,

**Sherif Gemayel | CEO**



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## reception

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**From:** David Vass <davevass@me.com>  
**Sent:** January 21, 2026 2:47 PM  
**To:** INFO EMAIL  
**Subject:** Fwd: Affidavit of Dave Vass  
**Attachments:** Affidavit of David Vass\_final version.pdf; Compiled Exhibits with Slip Pages.pdf

Dave Vass  
<https://thehealingoasis.ca>  
403-370-4341

Begin forwarded message:

**From:** Brad Findlater <bfindlater@wilcraft.com>  
**Subject:** Affidavit of Dave Vass  
**Date:** January 21, 2026 at 2:01:57 PM PST  
**To:** David Vass <davevass@me.com>  
**Cc:** Richard Harrison <rharrison@wilcraft.com>

Hello Dave,

Attached are two PDFs:

1. Body of Affidavit; and
2. Exhibits to the affidavit.

Please attend before a Notary Public to swear the affidavit. You will need to sign the body of the affidavit, with the Notary Public signing and sealing the same page. The Notary will then also need to sign and seal each of the 'slip pages' for the exhibits.

Once executed, please scan into a single PDF document and sent to me via email. You can keep the original.

**Brad Findlater**  
Wilson Laycraft | Barristers & Solicitors  
Suite 650, 211 - 11th Ave SW  
Calgary, AB T2R 0C6  
Phone: 403.441.2135  
Fax: 403.290.0828

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