Court File No. _______________

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

EQUIBIT GROUP LTD. and CHRIS HORLACHER

Plaintiffs

- and -

NATHAN WOSNACK and UBITQUITY, LLC

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY

LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: September 8, 2026 Issued by

Local registrar

Address of court office
330 University Avenue
Toronto, ON M5G 1R7

TO: NATHAN WOSNACK
2 Sparta Road, North York, ON M6L 2M5

AND TO: UBITQUITY, LLC
300 Delaware Avenue, Suite 210-A
Wilmington, Delaware 19801, United States of America

CLAIM

1. The Plaintiff, Equibit Group Ltd. (“**Equibit**”), claims:

   (a) compensatory damages in the amount of $1,000,000.00, jointly and severally as against the Defendants;

   (b) a declaration that neither Defendant has any right, licence or authority to use the name or mark “Equibit”, or any name or mark confusingly similar to it, or to hold or to deal with the domain names equibit.io and equibit.net;

   (c) an interim, interlocutory, and permanent injunction, including, as against the Defendant Wosnack, pursuant to Article 11 of the Shareholders’ Agreement, restraining the Defendants, whether by themselves, their servants, agents, employees, or any person acting on their behalf or under their direction, from:

      (i) divulging or using any Proprietary Information of Equibit, as that term is defined in the Shareholders’ Agreement;

      (ii) registering, holding, operating, transferring, or otherwise dealing with the domain names equibit.io and equibit.net, or any domain name incorporating the word “Equibit” or any word confusingly similar to it;

      (iii) using the name or mark “Equibit”, or any name or mark confusingly similar to it, or otherwise holding out any website, business, product or service of either Defendant as being that of, or as being authorized by or connected with, Equibit; and

      (iv) publishing, or causing to be published, any statement that any website, business or entity operated or controlled by either Defendant is published by “Equibit, Inc.” or by any entity bearing a name incorporating the word “Equibit”, or that any such website, business or entity is licensed or regulated;

(d) an order requiring the Defendants to transfer the domain names equibit.io and equibit.net to Equibit, to the extent that either is registered to or under the control of either Defendant, and to take all steps and execute all documents necessary to give effect to those transfers;

(e) an order in the nature of a Norwich order, on such terms as this Honourable Court considers just, for the purposes of confirming the identity of each Defendant and the part each played, effecting service upon them, tracing the revenues and proceeds of the conduct pleaded herein, and enforcing any judgment obtained in this action, requiring NameCheap, Inc., Cloudflare, Inc., Google LLC, and any other domain name registrar, registry operator, internet service provider, web host, content delivery network, search engine, advertising platform, payment processor or other person having in its possession, power or control information identifying the person or persons who registered, paid for, controlled, operated, verified, submitted or promoted the domain names equibit.io or equibit.net, or the websites operated at those domains, to disclose that information to the Plaintiffs, including but not limited to:

   (i) registrant, subscriber, account and billing records;

   (ii) internet protocol addresses and associated access, login and server logs;

   (iii) any name, address, telephone number, electronic mail address or other contact information associated with the foregoing;

   (iv) any search console, webmaster tools or equivalent site-ownership verification, property claim or related account records concerning equibit.io or equibit.net;

   (v) any advertising account, campaign, targeting and billing records relating to any campaign promoting equibit.net or targeting the keyword "Equibit" or any confusingly similar term;

(vi) any records of curated ad placement, preferential ranking, manual action, or other activities undertaken with the purpose or effect of inorganically modifying search results so as to send traffic towards the websites impugned herein; and

(vii) any other document or data necessary to identify the persons responsible for the registration, control, operation or promotion of those domains and websites;

(f) an order requiring the Defendants to preserve, and to refrain from deleting, altering, transferring or permitting the deletion or alteration of, all documents and records relating to the registration, hosting, operation, content and revenues of the websites operated at the domain names equibit.io and equibit.net, and to deliver up a complete copy of the content of the website operated at equibit.net;

(g) an accounting of all revenues, profits, and benefits received by either Defendant arising from the conduct pleaded herein, and payment over of the same;

(h) a declaration that each Defendant holds any such revenues, profits, benefits, and any assets or property traceable thereto as constructive trustee for Equibit, and an order vesting the same in Equibit;

(i) punitive, aggravated, or exemplary damages in the amount of $750,000.00, jointly and severally as against the Defendants;

(j) prejudgment and postjudgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

(k) the costs of this action on a substantial indemnity basis, together with all applicable harmonized sales tax; and

(l) such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, Chris Horlacher ("**Horlacher**"), claims in his personal capacity:

(a) damages in the amount of $500,000.00 for passing off and injurious falsehood, jointly and severally as against the Defendants, being loss personal to him and distinct from any loss suffered by Equibit;

(b) a permanent injunction restraining the Defendants, whether by themselves, their servants, agents, employees, or any person acting on their behalf or under their direction, from publishing or causing to be published any statement concerning Horlacher, or concerning his business or professional reputation, that is false, from using Horlacher's name, likeness or image, from representing that Horlacher holds or held any office in or connection with any business or entity operated or controlled by either Defendant, and from holding out that any website, business, product or service operated by either Defendant is that of, or is authorized or endorsed by, Horlacher;

(c) an order in the nature of a Norwich order in the terms set out in paragraph 1(e) above;

(d) aggravated, punitive, or exemplary damages in the amount of $150,000.00, jointly and severally as against the Defendants;

(e) prejudgment and postjudgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*;

(f) the costs of this action on a substantial indemnity basis, together with all applicable harmonized sales tax; and

(g) such further and other relief as this Honourable Court may deem just.

OVERVIEW

3. Equibit is a corporation formed to develop blockchain-based technology for the issuance and transfer of securities.

4. This action concerns the registration and operation by the Defendants of two internet websites, at the domains equibit.io and equibit.net, each designed to be mistaken for

Equibit's own website and to injure the Plaintiffs. The Defendant Wosnack built those websites upon knowledge of Equibit's name, branding and get-up that he had acquired as a director and as an officer of Equibit, and used the Defendant Ubitquity, a company he wholly owns and controls, as the vehicle through which he did so. The second of the two websites was operative as at the date of this claim.

5. In summary, and as particularized below, Wosnack:

(a) while a director and an officer of Equibit, acquired detailed knowledge of Equibit's name, branding, get-up, marketing materials and Proprietary Information;

(b) after ceasing to hold those offices, and without the knowledge, licence or consent of Equibit, registered the domain name equibit.io in or about March 2019, used it for a product of Ubitquity unrelated to Equibit, and in or about January 2022 replaced that content with a website designed to be mistaken for Equibit's own, which used Horlacher's name and likeness and falsely represented that he was its chief executive officer, and which was taken down in January 2023 after Equibit complained to the registrar;

(c) while still a director and officer of Equibit, registered the domain name equibit.net in 2017 with the same registrar, held it without use for some nine years, and in or about April 2026, having been taken down once, launched at it a further website designed to be mistaken for Equibit's own, which falsely represents that it is published by "Equibit, Inc.", an entity that does not exist, and that the business it describes is licensed and regulated; and

(d) took deliberate steps to conceal his responsibility for the second website and to prevent any archival record of its contents being made, and procured for that website the first position in search results for Equibit's own name, above Equibit's own website.

6. Ubitquity is the corporate vehicle through which Wosnack carried out that conduct and which took the benefit of it. It is wholly owned and controlled by him, he is its directing

mind, and his knowledge and intention are its knowledge and intention. Its own copyright notice appeared on the first of the two websites.

THE PARTIES

7. The Plaintiff, Equibit Group Ltd., is a corporation incorporated on September 17, 2015, under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "**CBCA**") under the name Equibit Development Corporation, with its registered office in the Province of Ontario. It subsequently carried on business under the name Equibit Group Ltd.

8. The Plaintiff, Chris Horlacher, is the founder of Equibit, its Executive Director, and the registered holder of 29,750,000 common shares of Equibit, representing approximately 86.8% of its issued and outstanding shares. His name and personal reputation are closely associated with Equibit and with its name and mark.

9. The Defendant, Nathan Wosnack ("**Wosnack**"), was at material times a director and officer of Equibit holding the title of Chief Blockchain Officer. He is, or was at material times, the principal and owner of the Defendant Ubitquity. Equibit Group AG ("**Equibit AG**") was a company incorporated under the laws of Switzerland and was formerly the parent of Equibit. Wosnack was a shareholder of Equibit until December 5, 2018 and has not been a shareholder of Equibit or of Equibit AG since that date.

10. The Defendant, Ubitquity, LLC ("**Ubitquity**"), is a limited liability company organized under the laws of the State of Delaware, on September 15, 2015, having its address at 300 Delaware Avenue, Suite 210-A, Wilmington, Delaware 19801. Ubitquity carries on business in blockchain-based recordkeeping and operates its own website at the domain ubitquity.io.

BACKGROUND

Formation of Equibit and Wosnack's roles

11. Equibit was formed in 2015 to develop and commercialize a decentralized network protocol for the issuance and transfer of securities using blockchain technology. Its

founding participants included Horlacher, Marc Godard (“**Godard**”), Brent Kievit-Kylar (“**Kievit-Kylar**”), Christian Saucier (“**Saucier**”) and Mario Malt (“**Malt**”).

12. By section 4.01 of a unanimous shareholders’ agreement dated July 20, 2018 (the “**Shareholders’ Agreement**”) (as explained further below), the number of directors of Equibit was fixed at two, being Horlacher and Wosnack. Wosnack was accordingly, and at all material times until he ceased to hold that office, a director of Equibit.

13. Wosnack was also engaged by Equibit as its Chief Blockchain Officer. In that capacity he had access to Equibit’s confidential business and technical information, its marketing materials, its branding, and its Proprietary Information within the meaning of section 11.02 of the Shareholders’ Agreement, and he acquired detailed knowledge of Equibit’s name, get-up and market presence.

14. Wosnack ceased to hold office as a director and as Chief Blockchain Officer of Equibit on or about June 22, 2018, followed by selling the whole of his shareholding as pleaded below. Wosnack owed Equibit fiduciary duties as pleaded below by reason of those offices and by reason of his access to confidential information to which he remained privy after ceasing to hold them.

THE SHAREHOLDERS’ AGREEMENTS

The 2017 Agreement

15. By an amended and restated unanimous shareholders’ agreement effective September 17, 2015, and amended and restated as of February 1, 2017 (the “**2017 Agreement**”), Horlacher, Kievit-Kylar, 2394790 Ontario Inc., Wosnack, Saucier, Malt and Equibit agreed upon the manner in which the affairs of Equibit would be conducted, their respective rights and obligations, and the transfer of shares in Equibit.

16. Wosnack executed the 2017 Agreement in his own name and on his own behalf, and not through any corporation. By Article 11 of the 2017 Agreement, the covenants there set out are given by “Each Shareholder and Principal”. Wosnack was a Shareholder within the meaning of section 1.01(i) and is accordingly personally bound by Article 11, including sections 11.02 and 11.05, and by the balance of the 2017 Agreement.

17. Schedule "C" to the 2017 Agreement records Wosnack as the holder, in his own name, of 8,500,000 of the 85,000,000 common shares of Equibit then issued and outstanding.

The 2018 Agreement

18. On July 20, 2018, the 2017 Agreement was superseded by the Shareholders' Agreement. The Shareholders' Agreement was made among the shareholders of Equibit AG, being at that time the parent of Equibit and the vehicle through which the shareholders held their interests. Wosnack was a party to the Shareholders' Agreement in his own name.

19. On December 5, 2018, Wosnack sold the whole of his 8,500,000 shares to Equibit AG for repurchase and cancellation, in consideration of 40,000 Equibits, by a written share purchase agreement and a deed of transfer and assignment of that date, each executed by Wosnack. He has held no share of Equibit since that date. The covenants in Article 11 bind each Shareholder while a Shareholder and at any time thereafter, and accordingly continued to bind Wosnack after December 5, 2018.

20. The provisions of the Shareholders' Agreement upon which the Plaintiffs particularly rely include:

    (a) Article 11, and in particular section 11.02, which binds each Shareholder and Principal, while a Shareholder and at any time thereafter, not to divulge or use Proprietary Information of Equibit otherwise than for the exclusive benefit of Equibit, and section 11.05, which binds each Shareholder and Principal not to collect, use or disclose Personal Information without prior written consent, and which entitle Equibit to an injunction restraining any breach or threatened breach; and

    (b) section 12.2, which contains the covenants of non-competition and non-solicitation.

21. Further and in the alternative, if the Shareholders' Agreement did not supersede the 2017 Agreement, or if Equibit is not bound by the Shareholders' Agreement, then the 2017 Agreement continued to govern and the Plaintiffs rely upon sections 1.01(i), 11.02, 11.05, 12.06, 12.07 and 12.11 of the 2017 Agreement, whose effect is as pleaded above.

THE PLAINTIFFS' NAME, MARK AND ONLINE PRESENCE

22. At all material times Equibit has carried on business under and by reference to the name and mark "Equibit", and has acquired substantial goodwill and reputation in that name and mark in Ontario and elsewhere, among investors, developers, journalists, and participants in the digital-asset sector.

23. The only internet domains from which Equibit has ever operated are equibit.org, from which it operated as Equibit Development Corporation, equibitgroup.com, and equibitlawsuit.com. equibit.org and equibitgroup.com are now permanently redirected to equibitlawsuit.com, which is the domain at which Equibit publishes its own materials.

24. Horlacher is publicly and personally identified with Equibit and with its name and mark. He speaks publicly, gives interviews, and appears in published media in connection with Equibit's affairs, and his name, likeness and reputation carry commercial value in the sector in which Equibit operates.

THE FIRST IMPERSONATION SITE — equibit.io

25. On or about March 2019, the Defendants registered the domain name equibit.io through the registrar NameCheap. Wosnack did so personally, alternatively by Ubitquity acting on his direction and under his control, and further alternatively the two Defendants acted together. From on or about April 2019 the domain was used by Ubitquity for a product unrelated to Equibit called "BlockStract", and the website at that domain displayed Ubitquity's copyright notice. In or about January 2022 the Defendants replaced that content with an internet website designed to be mistaken for Equibit's own (the "**First Impersonation Site**").

26. The domain name equibit.io remained continuously registered through NameCheap from its registration in or about March 2019 until the First Impersonation Site was taken down in January 2023. There are no WHOIS records showing a change of registrar during the material time, when, beginning in 2019, Ubitquity displayed its copyright notice.

27. Ubitquity is wholly owned and controlled by Wosnack, and Wosnack is its principal.

28. Ubitquity operates its own website at the domain ubitquity.io, and the registration of equibit.io followed the same naming convention, being Equibit's name under the same top-level domain that Wosnack's own company used.

29. Wosnack had, by reason of the offices pleaded above, detailed knowledge of Equibit's name, branding, get-up, marketing materials and market presence, and of the fact that Equibit had not itself registered that domain.

30. Neither Defendant had any licence, consent or authority from Equibit or from Horlacher to register or to use the domain name equibit.io, to use the name or mark "Equibit" or any of Equibit's branding or marketing materials, or to use Horlacher's name or likeness.

31. The First Impersonation Site was designed to be mistaken for Equibit's own website. In particular:

(a) it operated at a domain consisting of Equibit's name;

(b) it presented itself as the website of Equibit, using Equibit's name and branding;

(c) it used Horlacher's name and likeness; and

(d) it represented that Horlacher was the chief executive officer of the entity operating the site, which was false.

32. The First Impersonation Site was operative during a period in which Horlacher was conducting interviews and preparing public presentations, and in particular in early January 2023, in the course of a media campaign in advance of a speaking engagement by Horlacher.

33. The existence of the First Impersonation Site came to the Plaintiffs' attention on or about January 4, 2023. An independent journalist, Rafael LaVerde, was then preparing to publish a recorded interview with Horlacher. In searching for official links to include in the description of that publication, the journalist located equibit.io and included it as an official link. Upon reviewing the published interview, Horlacher recognized that the site was not Equibit's, and Equibit began to investigate.

34. Equibit complained to NameCheap in January 2023. NameCheap acknowledged the abusive nature of the First Impersonation Site, and the site was taken down. NameCheap refused, and has continued to refuse, to disclose the identity of the person who registered or controlled the domain.

<u>THE SECOND IMPERSONATION SITE — equibit.net</u>

35. The domain name equibit.net was registered through the registrar NameCheap in 2017, at a time when Wosnack was a director and the Chief Blockchain Officer of Equibit. The Defendants registered it: Wosnack did so personally, alternatively by Ubitquity acting on his direction and under his control, alternatively the two of them acted together. The domain was then held, without any website being operated at it, for some nine years.

36. In or about April 2026 the Defendants caused an internet website to be operated at that domain (the "**Second Impersonation Site**", and together with the First Impersonation Site, the "**Impersonation Sites**").

37. The Second Impersonation Site is, and was at all material times, controlled by Wosnack, alternatively by Ubitquity acting on Wosnack's direction and under Wosnack's control.

38. The Second Impersonation Site is a clone of, and is adjacent in appearance to, Equibit's own branding and the description of Equibit's business. It represents, falsely, that it is published by "Equibit, Inc.", which is a fictitious entity appearing in no corporate registry, and it represents, falsely, that the business it describes is "Licensed and Regulated". Neither representation is true, and Wosnack knew that neither was true.

39. The Defendants took deliberate steps to conceal their responsibility for, and to frustrate the preservation of evidence of, the Second Impersonation Site, as follows:

(a) the domain is held at NameCheap with the maximum available registrant privacy protection enabled, so that the registrant is not identified in the current public WHOIS record;

(b) the site is served from behind the Cloudflare content delivery network, which obscures the originating host; and

(c) the Second Impersonation Site was captured once by an internet archiving service, on April 11, 2026, shortly after it was launched. Thereafter the Defendants configured the site to instruct all automated crawlers and archiving services not to access it, with the result that no further independent archival record of its contents has been made.

40. The Plaintiffs discovered the Second Impersonation Site in or about August 2026.

41. Neither Defendant had any licence, consent or authority from Equibit or from Horlacher to register or to use the domain name equibit.net, or to use the name or mark "Equibit" or any name or mark confusingly similar to it.

PASSING OFF

42. By registering and operating each of the Impersonation Sites, the Defendants made a misrepresentation to the public that led, or was likely to lead, members of the public to believe that the site, and any business, goods or services described or offered on it, were those of Equibit, or were authorized by or connected with Equibit.

43. The misrepresentation was made in the course of trade, to prospective customers, investors, journalists and members of the public, and was calculated to injure the goodwill of Equibit. The instance pleaded above, in which a journalist published equibit.io to the public as Equibit's official link, is pleaded as an instance of actual confusion.

44. Equibit has suffered, and is likely to suffer, damage to the goodwill and reputation attaching to its name and mark, loss of control over the manner in which its name and mark are presented to the public, and the diversion to the Defendants of persons seeking Equibit.

45. Horlacher, whose name, likeness and reputation are closely associated with Equibit and its name and mark, and whose name and likeness were used on the First Impersonation Site, has suffered damage to his own personal and professional reputation, distinct from any loss suffered by Equibit.

INJURIOUS FALSEHOOD

46. The Defendants published to third parties, on the Impersonation Sites, statements concerning the Plaintiffs and their businesses and affairs that were false. The words and representations include the representation that the Second Impersonation Site is published by “Equibit, Inc.”, and the representation that the business it describes is “Licensed and Regulated”.

47. Each of those representations was false. The Defendants made them knowing them to be false, alternatively recklessly as to whether they were true or false, and with the intention of injuring the Plaintiffs. A statement made in Equibit’s name that a business trading under that name is licensed and regulated, when it is not, is calculated to expose Equibit to regulatory suspicion and to the loss of the confidence of investors and of the public.

48. The Plaintiffs have suffered damage in consequence.

DISCOVERABILITY AND CONTINUING CONDUCT

49. The Second Impersonation Site was launched in or about April 2026, was discovered in or about August 2026, and remains operative. Each day on which it is operative constitutes a fresh act of passing off, a fresh breach of section 11.02 of the Shareholders’ Agreement, and a fresh publication of the statements complained of.

50. The First Impersonation Site was operative from in or about January 2022 until it was taken down in or about January 2023 following Equibit’s complaint to NameCheap. The domain name equibit.io had been registered, and used by Ubitquity for other content, since in or about March 2019.

51. The Plaintiffs became aware of the existence of the First Impersonation Site on or about January 4, 2023, in the circumstances pleaded above. They did not then know, and could not with reasonable diligence then have known, that the act or omission complained of was that of either Defendant. The particulars relied upon are:

(a) the registration was made through NameCheap, which acknowledged the site to be abusive but refused to disclose the identity of the registrant or of the person controlling the domain;

(b) the site itself did not identify either Defendant on its face; and

(c) the responsibility of the Defendants became known to the Plaintiffs only upon their obtaining and examining the archived capture of April 3, 2019, bearing the copyright notice of Ubitquity, which was known to the Plaintiffs to be Wosnack's alter ego through which he had conducted business for some time. This occurred on June 9, 2026.

52. Accordingly, and by reason of subsection 5(1) of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sch. B, and in particular clause 5(1)(a)(iii), the Plaintiffs' claim against each Defendant in respect of the First Impersonation Site was not discovered until the date pleaded in the preceding paragraph. In the further alternative, the Plaintiffs plead clause 5(1)(a)(iv), in that a proceeding against the Defendants was not an appropriate means to seek to remedy the loss until that date.

<u>BREACH OF FIDUCIARY DUTY — THE DEFENDANT WOSNACK</u>

53. As a director and as an officer of Equibit, Wosnack owed Equibit fiduciary duties, including the statutory duty under paragraph 122(1)(a) of the *CBCA* to act honestly and in good faith with a view to the best interests of the corporation, and the equitable duties to avoid conflicts between his own interest and that of Equibit, to refrain from using confidential information obtained in the course of his office otherwise than for the benefit of Equibit, and to refrain from taking for himself any opportunity of Equibit.

54. Those duties, insofar as they concern the use of confidential information acquired by reason of Wosnack's offices and the taking of opportunities that came to him by reason of those offices, survived the termination of those offices.

55. Wosnack breached those duties. He is responsible for, among other things,

(a) while a director and officer of Equibit, registering in his own name, alternatively in the name of Ubitquity, the domain name equibit.net, being Equibit's own name, without disclosure to or the consent of Equibit, and retaining it after ceasing to hold those offices;

(b) registering the domain name equibit.io and operating the Impersonation Sites, using knowledge of Equibit's name, branding, get-up and marketing materials acquired by reason of his offices;

(c) taking for himself, and for Ubitquity, the opportunity to exploit Equibit's name and mark and domain names incorporating it, being an opportunity of Equibit;

(d) using, alternatively placing himself in a position to use, Equibit's Proprietary Information otherwise than for the exclusive benefit of Equibit;

(e) preferring his own interest, and that of Ubitquity, to that of Equibit in the exploitation of Equibit's name, mark and goodwill; and

(f) representing to the public, in Equibit's name, that a business he controlled was licensed and regulated when it was not, and in doing so exposing Equibit to regulatory suspicion.

56. Wosnack's conduct was not in the best interests of Equibit and was undertaken for a purpose collateral to, and inconsistent with, the interests of Equibit.

<u>KNOWING ASSISTANCE AND KNOWING RECEIPT — THE DEFENDANT UBITQUITY</u>

57. Ubitquity was never a director or officer of Equibit and owed Equibit no fiduciary duty of its own. It is liable to Equibit on the following separate bases.

58. Ubitquity participated in and assisted the breaches of fiduciary duty pleaded above. It did so with knowledge of those breaches. Wosnack was at all material times its sole owner and its directing mind, and his knowledge is the knowledge of Ubitquity, including his knowledge that the name, mark, branding and get-up deployed on the Impersonation Sites

were those of Equibit, that he had acquired his knowledge of them by reason of the offices he had held at Equibit, and that neither he nor Ubitquity had any licence or consent to use them.

59. The breaches so assisted were dishonest and fraudulent in the sense required, in that Wosnack knowingly took for himself and for Ubitquity the name, mark and goodwill of the company he had served as a director and officer, and deployed against that company confidential knowledge he had obtained in the course of holding those offices. Ubitquity is accordingly liable to Equibit as a knowing assistant in those breaches of fiduciary duty.

60. Further and in the alternative, Ubitquity received for its own benefit the goodwill and Proprietary Information of Equibit, together with any revenues, profits or benefits derived from the Impersonation Sites, in circumstances in which it knew, alternatively was wilfully blind or reckless as to, the facts making that receipt improper. Ubitquity is accordingly liable to Equibit as a knowing recipient, and holds what it received, and any property traceable to it, as constructive trustee for Equibit.

61. Further and in the further alternative, Ubitquity has been unjustly enriched by its use of Equibit's name, mark and goodwill, Equibit has suffered a corresponding deprivation, and there is no juristic reason for the enrichment.

BREACH OF THE SHAREHOLDERS' AGREEMENT — THE DEFENDANT WOSNACK

62. Wosnack was a Shareholder within the meaning of section 1.01(i) of the Shareholders' Agreement, executed it in his own name, and is bound by the covenants in Article 11.

63. Wosnack breached section 11.02 of the Shareholders' Agreement by using Proprietary Information of Equibit for a purpose other than the exclusive benefit of Equibit, and by divulging Proprietary Information to persons other than Equibit, its qualified employees or its accountants, by the conduct particularized above. That obligation applies while a Shareholder and at any time thereafter, and accordingly bound Wosnack notwithstanding the sale of his shares on December 5, 2018.

64. Wosnack breached section 11.05 of the Shareholders' Agreement by collecting, using and disclosing the Personal Information of Horlacher, namely his name and likeness, on the First Impersonation Site, without Horlacher's prior written consent and for a purpose other than one permitted by the Shareholders' Agreement.

65. Wosnack breached the covenants of non-competition and non-solicitation in section 12.2 of the Shareholders' Agreement by registering the domain names equibit.io and equibit.net and by operating the Impersonation Sites.

66. Equibit and Horlacher are each parties to the Shareholders' Agreement and each is entitled to enforce the covenants in Article 11 against Wosnack. Equibit is further entitled, by the final sentence of Article 11, to an injunction restraining Wosnack's breach or threatened breach of those covenants.

DAMAGES

67. As a result of the Defendants' conduct, Equibit has suffered loss and damage. Equibit pleads the following heads of damage and will provide full particulars in advance of trial:

(a) the costs of investigating and responding to the Impersonation Sites, including the costs of preserving evidence and of pursuing takedown and account-termination notices with the registrar, the content delivery network and the search engine;

(b) the damage to, and loss of control over, the goodwill and reputation attaching to Equibit's name and mark;

(c) the diversion of persons searching for Equibit to the Second Impersonation Site, and the suppression in search results for Equibit's own name;

(d) the damage caused by the publication, under Equibit's name, of the false representation that a business trading under that name is licensed and regulated; and

(e) loss of business and goodwill.

68. As a result of the Defendants' conduct, Horlacher has personally suffered loss and damage, distinct from any loss suffered by Equibit. Horlacher pleads the following heads of damage and will provide full particulars in advance of trial:

(a) damage to his personal and professional reputation arising from the Impersonation Sites, from the use of his name and likeness on the First Impersonation Site, and from the statements published on the Impersonation Sites;

(b) the costs of investigating and responding to the Impersonation Sites; and

(c) aggravated damages for the distress and humiliation caused by the Defendants' conduct.

69. The conduct of the Defendants was high-handed, deliberate, prolonged, and undertaken in knowing disregard of the Plaintiffs' rights. It consisted of the appropriation of Equibit's own name, taken from knowledge Wosnack acquired as its director and officer, for use against it. They did so twice. Having been taken down once by a registrar that had acknowledged the conduct to be abusive, they returned to the same registrar and did it again, this time behind registrant privacy, a content delivery network, and a configuration adopted after a single archival capture so as to prevent any further record of what was published. The domain used for the second site had been registered in Equibit's own name while Wosnack was its director, and held for nine years before being put to that use. That conduct warrants an award of punitive, aggravated, and exemplary damages against each of them.

GROUNDS FOR INJUNCTIVE RELIEF

70. In support of the injunctive relief sought restraining further use of Equibit's name and mark and of Equibit's Proprietary Information, the Plaintiffs plead that the Second Impersonation Site is operative as at the date of this claim and is ranking first in search results for Equibit's own name; that the Defendants have already demonstrated, by returning to the same conduct after the First Impersonation Site was taken down, that a takedown alone will not stop them; that damages are not an adequate remedy for the continued appropriation of Equibit's name and goodwill or for the continuing diversion

of persons seeking Equibit; that the balance of convenience favours the granting of the relief sought, neither Defendant having any legitimate interest in a domain consisting of another person's name; and that Equibit is in any event contractually entitled to such relief as against Wosnack by the final sentence of Article 11 of the Shareholders' Agreement.

JURISDICTION AND SERVICE

71. This Court has jurisdiction over this action and over each of the Defendants. Equibit is a corporation incorporated under the CBCA with its registered office in Ontario. The torts pleaded were committed in Ontario, in that each of the Impersonation Sites was accessible to and directed at persons in Ontario searching for an Ontario corporation, and the loss and damage complained of were sustained in Ontario. As against Wosnack, the Plaintiffs further rely on section 12.07 of the 2017 Agreement, to which he is a party in his own name, which provides that it is governed by the laws of Ontario and that the courts of Ontario have jurisdiction over any action in connection with it.

72. If either Defendant is served outside Ontario, the Plaintiffs plead that this statement of claim may be served without leave pursuant to rule 17.02 of the Rules of Civil Procedure, and in particular rule 17.02(g), in respect of a tort committed in Ontario, and rule 17.02(h), in respect of damage sustained in Ontario arising from a tort or breach of contract wherever committed; as against Wosnack, further pursuant to rule 17.02(f), in respect of a contract made in Ontario, governed by the law of Ontario, containing a provision that the courts of Ontario shall have jurisdiction, and breached in Ontario; and, in the alternative, pursuant to rule 17.02(o), each Defendant being a necessary or proper party to a proceeding properly brought against the other.

PLACE OF TRIAL

73. The Plaintiffs propose that this action be tried at the City of Toronto.

Date: September 8, 2026

BE LAW LLP
Suite 700 - 30 St. Patrick Street
Toronto, ON M5T 3A3

Sara Jane Erskine (LSO #: 46856G)
Email: sara@be-law.ca
Tel: 416-597-5408

Ian Literovich (LSO #:75121J)
Email: ian.literovich@be-law.ca
Tel: 647-588-6469

Lawyers for the Plaintiffs

Court File No. ________________

EQUIBIT GROUP LTD. and CHRIS HORLACHER -and- **NATHAN WOSNACK and UBITQUITY, LLC**

Plaintiffs Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

BE LAW LLP
Suite 700 - 30 St. Patrick Street
Toronto, ON M5T 3A3

Sara Jane Erskine (LSO #: 46856G)
Email: sara@be-law.ca
Tel: 416-597-5408

Ian Literovich (LSO #: 75121J)
Email: ian.literovich@be-law.ca
Tel: 647-588-6469

Lawyers for the Plaintiffs