

March 19, 2021

Ken Summers  
NOFRAC, Nova Scotia  
([kenpat@ns.sympatico.ca](mailto:kenpat@ns.sympatico.ca))

Micheal Sawyer  
Executive Director, Citizens Oil and Gas Council, Alberta  
([sawyer@hayduke.ca](mailto:sawyer@hayduke.ca))

Pascal Bergeron  
Spokesperson, Environnement Vert Plus, Québec  
([comm.evp@gmail.com](mailto:comm.evp@gmail.com))

Jim Emberger  
Spokesperson New-Brunswick Anti-Shale Gas Alliance, New Brunswick  
([shaleinfo.nb@gmail.com](mailto:shaleinfo.nb@gmail.com))

Andy Gheorghiu  
Consulting, Campaigner & Consultant for climate/environmental protection, Germany  
[andy.gheorghiu@mail.de](mailto:andy.gheorghiu@mail.de)

**RE: BREACH OF CONFIDENCE**

I am writing to you as general counsel of Pieridae Energy Limited and each of its affiliates (collectively “**Pieridae**”) in regard to the attached communication dated March 10, 2021 (the “**Communication**”) which you and the organizations that you represent and others issued to Prime Minister Trudeau, Finance Minister Freeland, Minister of Crown-Indigenous Relations Bennett, Honourable Jean-Yves Duclos, Minister of Infrastructure and Communities McKenna, Minister of Natural Resources O’Regan, Environment and Climate Change Minister Wilkinson, Heritage Minister Guilbeault, Premier Rankin, Nova Scotia Climate Change Minister Irving, Parliamentary Secretary to the Minister of Finance Sean Fraser, Parliamentary Secretary to the Minister of Environment and Climate Change Peter Schiefke, Parliamentary Secretary to the Minister of Natural Resources Paul Lefebvre, Parliamentary Secretary for Infrastructure & Communities Andy Fillmore, Parliamentary Secretary for Crown Indigenous Relations Gary Anandasangaree, New Democratic Party Leader and Critic for Crown - Indigenous Relations Jagmeet Singh, Leader of Bloc Quebecois Yves-François Blanchet, Green Party Critic for Climate Change Richard Zurawski, Nova Scotia Member of the Legislative Assembly Lisa Roberts and others.

Reference is hereby made to a multi-party non-disclosure agreement dated August 6, 2020 (the “**NDA**”) which was executed by Pieridae Energy Limited and the governments of Canada, Alberta and Nova Scotia.

As you must already be aware, this NDA imposes on the recipients of any Confidential Information of Pieridae an obligation to treat that information as confidential and to not disclose the Confidential Information to any third party without the Pieridae's prior written consent.

It has come to our attention that (a) you are in receipt of certain Confidential Information of Pieridae, including a power-point presentation, (b) your receipt of this Confidential Information was unauthorized and (c) you have used, and continue to use, this information, and have disclosed, and continue to disclose, this information to others persons (including certain news publications) for the express purpose of damaging Pieridae's commercial prospects of developing and constructing the proposed Goldboro LNG Facility.

You and the organizations which you represent and others have unlawfully used and disclosed that Confidential Information knowing, or which you reasonably ought to have known, was protected from any use and disclosure by unauthorized persons, and that you did so with the express purpose of causing economic damage to Pieridae.

In particular, your actions constitute a breach of your duty of confidence that is imposed on you by law as a consequence of the fact that you received confidential information of Pieridae which you knew, or ought to reasonably have known, was subject to a covenant of confidentiality and non-disclosure. That duty of confidence has been described as follows:

"If B acquires information that it agrees, knows, or ought to reasonably to know is A's confidential information, B owes A a duty (redressable by all the remedies available for the commission of a common law or equitable wrong) not to use or disclose the information, for at least as long as the information is not generally known, for a purpose other than the one for which A allowed it to be used or disclosed, unless public policy justifies B's acts or equitable reasons bar A from claiming against B."

The duty of confidence is well established in Canadian jurisprudence as exemplified by the decision of the Supreme Court of Canada in *Lac Minerals Ltd. v. International Corona Resources Ltd.*, [1989] 2 SCR 574, 69 OR (2d) 287, 61 DLR (4th) 14, 101 NR 239, 36 OAC 57, 44 BLR 1, 35 ETR 1, 26 CPR (3d) 97.

I have been instructed by Pieridae to bring your unlawful actions to your attention and to demand that:

1. you cease and desist immediately from disclosing the confidential information of Pieridae to any person;
2. you cease and desist immediately from using the confidential information of Pieridae for any purpose; and
3. you immediately notify me as Pieridae's legal counsel of (a) the identify of each individual from whom you received the Confidential Information and the circumstances under which you received

that information and (b) the identify of each individual to whom you have disclosed the Confidential Information and the circumstances under which you disclosed that information; and

4. you take action immediately to mitigate the damage that you have already caused, and which is continuing to be caused, to Pieridae including retracting the Communication and you immediately notify me as Pieridae's legal counsel of your mitigation efforts.

Your satisfactory response to these requests must be sent to [legal@pieridaenergy.com](mailto:legal@pieridaenergy.com) and must be received no later than 5:00 pm (Calgary time) on March 23, 2021. Pieridae is taking legal advice and will be commencing proceedings to redress your unlawful actions to the fullest extent of Pieridae's rights under the law including seeking injunctive relief and seeking full restitution from each of you personally and from the organizations that your represent for all damage caused by your actions.

Govern yourselves accordingly



Thomas Ciz  
General Counsel

cc: Norton Rose Fulbright Canada LLP