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June 4, 2018

DELIVERED VIA EMAIL (danielmicay@gmail.com)

Daniel Micay
Chief Technology Officer
Copperhead Limited

Dear Mr. Micay:

Re: Copperhead Limited Shareholders' Dispute

Thank you for your recent correspondence. While it appears there is considerable work to do in moving towards a resolution of your dispute with Mr. Donaldson, your correspondence suggests that you wish to continue as a full fifty percent shareholder of the Company, and as such retain your role as Chief Technology Officer.

Unfortunately, you have provided no proposals as to how that continued relationship might work, other than the departure of Mr. Donaldson. As we have previously stated, Mr. Donaldson is the sole director of the Corporation and the Chief Executive Officer. He is the other fifty percent shareholder. In these circumstances, a negotiated resolution is the only resolution that would see the Company continue, and which would avoid a breach of your ongoing obligations to the Company.

With respect to your position that you "own" the copyright in some/all of the code comprising CopperheadOS, we have advised the Company that is not correct. You are a fiduciary of the Company, and you were compensated for the code you have written, either in salary or in shares, as the case may be, and you wrote that code for the Company, and so the Company owns the copyright in that code.

Therefore, it is the Company that will retain that copyright.





On the assumption that you have no wish to depart the Company, the elements of a CTO job description the Company considers important are set out in the attached proposed job description. We invite your comments on that draft.

Also attached is a list of all Company assets which are currently controlled by you personally. We expect the access to these assets to be shared with the Company forthwith, and in any event by 5:00 p.m. on Friday, June 1, 2018.

We will also compile a list of third party auditors for you to review to complete the audit of the encryption keys and build servers.

Finally, we propose a meeting on Tuesday, June 12, 2018 to discuss the terms of the required company documents, including shareholder and employment agreements. Again, we strongly recommend that you retain counsel to assist you in these negotiations.

The Company remains hopeful that through this negotiation process you and Mr. Donaldson can come to an agreement on the path forward for the Company. If you wish to exit the Company, or cease to perform any of your duties and responsibilities, you can only do so within the context of a negotiated exit agreement, as previously advised. If that is your wish, we will prepare a proposal for your review and consideration.

As previously advised, the Company has no wish to proceed unilaterally, but will take the necessary steps to protect its clients and its business should those steps be necessary.

We look forward to your response in a timely manner and in any event on or before 5:00 p.m. on Friday, June 8, 2018.

Yours truly,

Ellen V. Swan

Barrister & Solicitor,

Ellen V. Swan Professional Corporation practicing in Association with Caravel Law