

ALBERTA SECURITIES COMMISSION

Citation: Re Ingram, 2026 ABASC 89

File No.: ENF-013608

Date: 20260630

SETTLEMENT AGREEMENT AND UNDERTAKING

Russell Douglas Ingram

Regulatory Message

It is a fundamental principle of securities regulation that all investors should have equal access to information necessary for informed investment decision making. Information about an issuer is non-public until it has been disseminated to the capital markets and investors have had a reasonable period of time to react to the information.

Selective disclosure of confidential material information, referred to as tipping, gives an unfair informational advantage to the recipient and creates opportunities for insider trading. Tipping violates the principle of equal access to material information and undermines investor confidence in the market as a level playing field. Illegal insider trading and tipping undermine the fairness of our capital market and jeopardize the confidence on which that market depends. As these are strict liability offences, motivation and intent are irrelevant. There is no requirement to prove that the tipper traded, benefitted, intended to benefit, or knew or intended that the recipient would buy or sell the issuer's securities. The mere fact of informing another person of material non-public information, other than when necessary in the course of business, is a breach of Alberta securities laws.

Persons in a special relationship with a reporting issuer must be vigilant in protecting confidential material information, including information about strategic alternatives, negotiations, and potential transactions, before that information has been generally disclosed.

Agreed Facts

Introduction

1. Staff of the Alberta Securities Commission (**Staff** and **Commission**, respectively) conducted an investigation into Russell Douglas Ingram (**Ingram**) to determine if Alberta securities laws had been breached.
2. The investigation confirmed, and Ingram admits that he breached the section of the *Securities Act*, RSA 2000, c S-4, as amended, (**Act**), referred to in this Settlement Agreement and Undertaking (**Agreement**).

3. Solely for securities regulatory purposes in Alberta and elsewhere, and as the basis for the settlement and undertakings referred to in paragraph 30 and for no other use or purpose, Ingram agrees to the facts and consequences set out in this Agreement.
4. Terms used in this Agreement have the same meaning as provided in Alberta securities laws, a defined term in the *Act*.

Parties

5. Ingram resides in Calgary, Alberta.
6. From September 2020 to October 2024, Ingram worked at i3 Energy Canada Ltd. (**i3 Canada**) as a development engineer.
7. i3 Canada was a subsidiary of i3 Energy plc (**i3**), a reporting issuer in Alberta listed on the Toronto Stock Exchange (**TSX**) and AIM market of the London Stock Exchange.
8. While at i3 Canada, Ingram worked on a small team of engineers that included CS, an engineer-in-training. CS worked at i3 Canada from September 2020 to November 2023.
9. Ingram and CS were friends. They remained in contact with each other after CS departed i3 Canada and continued to meet socially on occasion during the work week.

Transaction

10. In late 2023, i3's board resolved to allow management to explore strategic alternatives for the company. i3 engaged a financial advisory firm.
11. In January 2024, i3 received an unsolicited offer to acquire i3 from Gran Tierra Energy Inc. (**Gran Tierra**). This offer was followed by indications of interest from three Alberta companies.
12. In April 2024, i3's board resolved to engage in a formal process involving all four companies. On May 1, 2024, i3's financial advisory firm reached out to each potential counterparty to discuss a possible business combination with i3.
13. By the end of May, all four companies had signed confidentiality agreements. On June 5, 2024, they were given access to a virtual data room and due diligence began.
14. Management presentations occurred in late June and i3 received multiple bids in late July. The negotiations continued into August.
15. Ultimately, i3's board resolved to proceed with Gran Tierra's final offer on August 19, 2024. The agreement was announced to the public later that day after markets closed (**the Announcement**).
16. The Announcement stated that Gran Tierra and i3 had agreed to the terms of a recommended and final cash and share offer by Gran Tierra for the entire issued and to be issued share capital of i3. Under the terms of the acquisition, i3 shareholders would receive a combination of cash and Gran Tierra shares and a cash dividend. The

acquisition implied a value of 13.92 pence per i3 share, an approximately 49 per cent premium on the recent volume-weighted average price of i3 shares.

17. On August 20, 2024, i3 shares closed at \$0.21 on the TSX, up 24 per cent from the day before.

Tipping

18. On May 30, 2024, Ingram was informed of i3's sale process. He was tasked with compiling information on i3's assets for use during due diligence. Ingram understood that information concerning the sale process was confidential.
19. During his work, Ingram learned details about i3's sale process, including the identities of all four potential counterparties and the timing of key events during the negotiations. Ingram had access to a shared folder created for the sale process and responded to inquiries from i3's financial advisory firm.
20. Between May 30, 2024 and August 14, 2024, CS met with Ingram in person on four occasions. During their meetings, Ingram discussed with CS material facts with respect to i3's sale process that had not been generally disclosed (material non-public information, or **MNPI**).
21. Ingram was in a special relationship with i3 because he was employed by i3 Canada, a subsidiary of i3.
22. Between June 20, 2024 and August 18, 2024 (the **Relevant Period**), CS purchased i3 shares on 12 occasions, with knowledge of the material facts conveyed to him by Ingram, buying a total of 590,500 i3 shares at a total cost of \$97,915.
23. CS did not sell his i3 shares after the Announcement. He received cash and Gran Tierra shares in November 2024 when the acquisition closed.
24. CS's potential profit, had he sold shortly after the Announcement, was approximately \$29,633 (a 30 per cent average gain on his i3 share purchases during the Relevant Period).

Admitted Breaches of Alberta securities laws (Admitted Breaches)

25. Based on the Agreed Facts, Ingram admits he breached:
 - 25.1 Section 147(4) of the *Act* by informing CS of material facts or material changes with respect to i3, while in a special relationship with i3, and at a time when those material facts or material changes had not been generally disclosed.

Circumstances Relevant to Settlement

26. Ingram has not been previously sanctioned by the Commission.
27. Ingram did not trade on the MNPI nor did he recommend or encourage anyone else to trade.

28. Ingram states that he did not turn his mind to whether the information he shared was MNPI and did not intend for it to be acted upon in breach of the *Act*. Ingram did not benefit, nor did he intend to benefit, from his breach of the *Act*.
29. This Agreement has saved the Commission the time and expense associated with a contested hearing under the *Act*.

Settlement and Undertakings

30. Based on the Agreed Facts and Admitted Breaches, Ingram agrees and undertakes to the Executive Director of the Commission to:
 - 30.1 Pay to the Commission a monetary settlement amount of \$45,000, inclusive of costs; and
 - 30.2 Not purchase or trade in securities or derivatives for a period of 3 years, except that this Agreement does not preclude him from trading in or purchasing securities or derivatives through a registrant (who has first been given a copy of this Agreement) in registered retirement savings plans, registered retirement income funds, registered education savings plans, and tax-free savings accounts (each as defined in the *Income Tax Act* (Canada)) and locked-in retirement accounts maintained with that registrant for the benefit of one or more of Ingram, his spouse, and his dependent children.

Administration

31. Ingram acknowledges that he received independent legal advice and has voluntarily made the admissions and undertakings in this Agreement.
32. Ingram waives any right existing under the *Act*, or otherwise, to a hearing, review, judicial review or appeal of this matter.
33. Ingram acknowledges and agrees that the Commission may enforce this Agreement in the Court of King's Bench or in any other court of competent jurisdiction.
34. Ingram understands and acknowledges that this Agreement may form the basis for securities-related orders in other jurisdictions in Canada. The securities laws of some other Canadian jurisdictions may allow for provisions of a settlement agreement made in this matter to be given parallel effect in those other jurisdictions automatically, without further notice to him. Ingram understands and acknowledges that he should contact the securities regulator of any other jurisdiction in which he may intend to engage in any securities-related activities.
35. Execution and fulfillment of the terms of this Agreement by resolves all issues involving relating to the conduct described above, and Staff will take no further steps against him arising from these facts.

36. This Agreement may be executed in counterpart.

Signed by Russell Douglas Ingram at)
Calgary, Alberta this 30 day of June,)
2026, in the presence of:)

Witness Name)
WITNESS NAME)

"Original signed by")
SIGNATURE)

Per: "Original signed by")
Russell Douglas Ingram)

) ALBERTA SECURITIES COMMISSION

Calgary, Alberta, 30 June, 2026)

) "Original signed by")
) Samir Sabharwal)
) Executive Director)