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CT- 2025-006  
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Court File No.: CT-2025-006

**THE COMPETITION TRIBUNAL**

**IN THE MATTER OF** the *Competition Act*, R.S.C. 1985, c. C-34 (the “**Act**”);

**AND IN THE MATTER OF** an application by 8X Labs Inc. for an order pursuant to Section 103.1 of the Act granting leave to bring an application under Sections 75, 76, 77 and 79 of the Act;

**AND IN THE MATTER OF** an application by 8X Labs Inc. for one or more orders pursuant to section 75 of the Act;

**AND IN THE MATTER OF** an application by 8X Labs Inc. for one or more orders pursuant to section 76 of the Act;

**AND IN THE MATTER OF** an application by 8X Labs Inc. for one or more orders pursuant to section 77 of the Act;

**AND IN THE MATTER OF** an application by 8X Labs Inc. for one or more orders pursuant to section 79 of the Act;

**BETWEEN:**

**8X LABS INC.**

Applicant

- and -

**VISTAR MEDIA INC.**

Respondent

**SUPPLEMENTAL AFFIDAVIT OF FRÉDÉRIC DIONNE**

(Pursuant to Section 103.1 of the Competition Act)

Sworn on \_\_\_\_\_, 2026

**I, FRÉDÉRIC DIONNE**, of the City of Laval, in the Province of Quebec, **MAKE OATH AND SAY**:

### **I. PURPOSE AND SCOPE**

1. I am the affiant who swore the Affidavit of Frédéric Dionne on November 27, 2025 (the "Initial Affidavit"), filed in support of the Applicant's application for leave pursuant to section 103.1 of the Competition Act. Unless otherwise stated, all facts deposed to herein are within my personal knowledge.
2. This Supplemental Affidavit is filed pursuant to the Direction of the Tribunal dated March 13, 2026, following the Case Management Conference held on March 12, 2026, which permitted the Applicant to file an informal motion to adduce reply evidence on its section 103.1 application.
3. This Supplemental Affidavit responds to specific new factual allegations and claims raised in the Affidavit of Scott Mitchell sworn March 6, 2026 (the "Mitchell Affidavit") and the Affidavit of Jordan Fraser sworn March 6, 2026 (the "Fraser Affidavit"), which were filed with the Respondent's written representations. This Supplemental Affidavit does not seek to relitigate matters already addressed in the Initial Affidavit but rather to correct the evidentiary record on discrete issues where the Respondent's affidavits contain statements that are inaccurate, misleading, or contradicted by objective evidence.

### **II. THE JUNE 25, 2024 VIDEO CALL WITH MR. MITCHELL**

4. At paragraph 46 of the Mitchell Affidavit, Mr. Mitchell states that he proposed to 8X "a deal on certain bespoke terms" as "a good faith effort to try to reach a reasonable compromise." At paragraph 47, Mr. Mitchell states that "8X rejected that proposal" and that "8X's representatives were hostile, including by threatening legal action against Vistar."
5. At paragraph 25 of the Mitchell Affidavit, Mr. Mitchell states that "[a]t no time did Vistar require media owners or partners to use Vistar's ad server, CMS, or any other SaaS product as a condition of accessing Vistar's SSP."
6. These statements are directly contradicted by the video recording of the June 25, 2024 video call (the "Video Recording") between myself, Mr. Mitchell, and Ms. Jessica Witt. The call was recorded using a meeting recording tool that I routinely used to maintain accurate records of important business discussions. The Video Recording is attached as

Exhibit "SA-1" to this Supplemental Affidavit, accessible via a secured hyperlink. A password to access the Video Recording will be provided separately to the Tribunal and the Respondent.

7. The Video Recording demonstrates the following:
  - a. Mr. Mitchell's decision not to allow 8X to access Vistar's programmatic supply side platform ("SSP") was already made prior to the commencement of the call. Before the call, Vistar had already cancelled the DocuSign for the proposed SSP agreement, confirming that the purpose of the call was to communicate a decision that had already been taken, not to negotiate in good faith;
  - b. No genuine proposal of "bespoke terms" was made by Mr. Mitchell during the call. Mr. Mitchell did not present any specific terms, pricing, or conditions that could reasonably constitute a commercial proposal. The characterization at paragraph 46 of the Mitchell Affidavit is inaccurate;
  - c. Contrary to paragraph 25 of the Mitchell Affidavit, Mr. Mitchell explicitly stated during the call that 8X would only be granted access to Vistar's SSP if 8X committed to licensing Vistar's SaaS ad server product, which is consistent with the tied selling conduct alleged in the Initial Affidavit and in the Application for leave.
8. The Video Recording was not filed with the Initial Affidavit because I relied on my own recollection of the call, which I believed to be a faithful account of the discussions. I did not anticipate that Mr. Mitchell would provide sworn statements that contradict what is objectively shown in the Video Recording. The new claims in the Mitchell Affidavit regarding "bespoke terms," "good faith," and the absence of any condition tying SSP access to SaaS licensing now make the Video Recording essential evidence.

### **III. VISTAR'S KNOWLEDGE OF 8X'S BUSINESS MODEL**

9. At paragraph 17 of the Fraser Affidavit, Mr. Fraser states that "Vistar executed an agreement with 8X on the basis that it would operate as media owner." At paragraph 9 of the Fraser Affidavit, he further suggests that 8X "represent[ed]" it would operate as a "publisher." These characterizations are inaccurate and misleading.
10. As set out in the Initial Affidavit, Vistar was fully aware that 8X was a technology company providing hardware (media players) and software (an ad server and CMS) to media owners, and that 8X held exclusive rights to manage programmatic advertising on behalf of its clients. The email

exchanges regarding the Kolvanta relationship (Exhibits "19" through "22" of the Initial Affidavit) and the Vistar Media Exchange Agreement itself demonstrate that Mr. Fraser understood 8X's role as a technology provider managing programmatic monetization on behalf of media owners or "publishers". At no point did Vistar inform 8X that its business model was problematic until the relationship was terminated.

#### **IV. INCONSISTENT TREATMENT OF AGGREGATORS AND TIED SELLING**

11. The Respondent's affidavits characterize 8X as an "aggregator", *inter alia* in paragraphs 12, 17 and 18 of the Fraser Affidavit, to justify, in whole or in part, the refusal to deal. However, Vistar worked with Bulletin (formerly Ads Alfresco) without any similar concerns, despite Bulletin functioning exclusively as an aggregator of screen inventory in sports venues across Canada from three players: FutureSign, VSI, and 8X. The critical difference between Bulletin and 8X is not that 8X was an aggregator, but that 8X offered technology solutions (ad server, CMS, media players) that competed with Vistar's SaaS products.
12. At paragraph 38 of the Fraser Affidavit, Mr. Fraser states that he "advised Shelfline that Vistar would not invest resources to support 8X's CMS." This statement is misleading. The 8X CMS had already been successfully onboarded and integrated with Vistar's SSP, having passed all of Vistar's technical testing and requirements—a process that takes several weeks to complete. Vistar did not need to "invest resources" to "support" a technology that was already fully compliant and operational on its platform.

#### **V. 8X'S SALES CAPABILITIES AND INVENTORY VALUE**

13. At paragraph 45 of the Mitchell Affidavit, Mr. Mitchell states that 8X did not appear to have "an in-house sales team that would work to increase demand for its inventory." This concern was never communicated to 8X during any discussions with Vistar. Furthermore, 8X retained experienced sales professionals, including Jean-Philippe Leduc, the former Vice President of Sales of Newad (a leading Canadian DOOH company subsequently acquired by Bell Media), and Dave Abelson, an experienced consultant in the DOOH industry in the United States. It is also noteworthy that Vistar entered into an SSP agreement with NetCom in February 2025, which, to my knowledge, did not have a dedicated sales team.
14. At paragraph 45, Mr. Mitchell also characterizes 8X's media assets as "generally not desirable or in high demand." This is inaccurate. The Sports

Media inventory managed by 8X was one of the few available programmatic DOOH inventory in the Province of Quebec's sports venue vertical, and the Canlan inventory represented a valuable national network of community sports centres across Canada. Third-party business communications contemporaneous with the relevant period confirm the significant value of this inventory.

15. In an email dated September 17, 2020, Mr. Jesse Galal of Ads Alfresco (now Bulletin) reported to me, following a meeting with Kinetic (a major media buying agency), that in respect of the Sports Media venue network managed by 8X in the Province of Québec, “[kinetic] said that they buy literally everywhere we could possibly imagine in Quebec, and that they’re looking forward to us getting the inventory live because they will certainly buy it.” Mr. Galal reported that Kinetic's president and senior buyer described the national network as "better than most things we're currently buying" with respect to venues, traffic, time spent per person, and national reach. I understand that Kinetic partnered with Vistar to purchase digital media programmatically starting in 2019 through Vistar's demand-side platform (DSP). A copy of this email is attached as Exhibit "SA-2".
16. In an email dated October 30, 2023, Mr. Jesse Galal, then Chief Executive Officer of Bulletin, wrote to me and Mr. Martin Benoit regarding the Canlan inventory. Mr. Galal stated that with 8X introducing Canlan to the network, Canlan screens would become "CRN's most premium option" that Bulletin would "want to profile to all clients." Mr. Galal projected revenue growth from ██████████ in 2023 to ██████████ in 2024, and expressly stated his desire for 8X to participate in English Canada sales growth "by way of Canlan." A copy of this email is attached as Exhibit "SA-3".

Sworn remotely, by Frédéric Dionne in the City of Montréal, in the province of Québec, before me on \_\_\_\_\_, 2026, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*

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Commissioner of Oaths for Québec

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Frédéric Dionne

This is **Exhibit “SA-1”** referred to in the Supplemental Affidavit of  
Frédéric Dionne sworn before me this [DATE] day of  
April, 2026

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A Commissioner of Oath

**EXHIBIT SA-1**

Secured link to access the Video Recording:



The password required to open the file will be provided in a separate letter.

This is **Exhibit “SA-2”** referred to in the Supplemental Affidavit of  
Frédéric Dionne sworn before me this [DATE] day of  
April, 2026

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A Commissioner of Oath

**Subject:** Call w Kinetic

**From:** Jesse Galal <jesse@adsalfresco.com>

**Date:** 2020-09-17, 2:37 p.m.

**To:** Fred Dionne <fdionne@8xlabs.com>, Jean-Philippe Leduc <jpleduc@jeeper.buzz>

**CC:** Brian Wyatt <brian@bwyatt.ca>

Hey Guys,

Kinetic was a big fan of what we brought them today. Both the president and senior buyer are hockey moms and have spent 1000 hours in facilities like these and understand the value of these screens. Next steps are that they're going to look at dollars they're spending right now, to see what clients make sense to allocate to us. They're also setting up a zoom with their entire company for me to give the same pitch because "everybody needs to know about this".

I asked them if they want to participate in choosing where/what we install in Quebec, and they said that they buy literally everywhere we could possibly imagine in Quebec, and that they're looking forward to us getting the inventory live because they will certainly buy it. At no surprise, they stated this network being truly national as a major reason they are so interested.

Bunch of other key learnings, specific to you, they want to be able to target facilities by what activities they have within them (only those with libraries or, basketball courts, etc)

It sounds like we're going to start seeing money on their next round of campaigns, which are probably 2ish months away. They explicitly said about Futuresign's inventory, which is what was showcased today, "when it comes to venues, traffic, time spent per person, and national reach of the overall network, this is better than most things we're currently buying"

Thanks,

Jesse

Jesse Galal  
Ads Alfresco  
4167106887

This is **Exhibit “SA-3”** referred to in the Supplemental Affidavit of  
Frédéric Dionne sworn before me this [DATE] day of  
April, 2026

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A Commissioner of Oath

**Subject:** Canlan/Ontario

**From:** Jesse Galal <jesse@bulletin.ca>

**Date:** 2023-10-30, 7:07 p.m.

**To:** "Fred Dionne (8X)" <fdionne@8xlabs.com>, Martin Benoit <mbenoit@8xlabs.com>

**CC:** Brian Wyatt <brian@bwyatt.ca>

Hey Gents! Hope you're both well.

After some disappointing months mid-2023, and as you can easily see since you have access (LOL) we've recently experienced a nice spike in CRN sales in English Canada, due in part to Jackpot City and Subway Restaurants. We as well have some great looking prospects in the pipeline to start 2024 off HOT...again, in English Canada. We don't do our yearly projections until December but based on a litany of factors that I'm happy to share on a call, I see our sales going from █████ in 2023, to █████ in 2023 to upwards of █████ in 2024. With 8x introducing Canlan, they become CRN's most premium option that we will want to profile to all clients. After several years of our company's mediocre sales in Quebec I absolutely want 8x to participate in the current and incoming spike in English Canada by way of Canlan.

With that, as you work through the traffic counting issue with Hivestack in Quebec, I'd appreciate it if you could use that opportunity to also work towards clearly understanding with Hivestack and subsequently articulating to us, Canlan's projected 2024 traffic/impressions based on hivestack's standards.

Entering our new contract, I want to be able to provide you with a clear path to revenue and give 8x confidence and security in 2024 sales. Let me know your thoughts.

Sincerely,

Jesse



**JESSE GALAL**  
Chief Executive Officer

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