Court File No. CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 10TH
	)	
JUSTICE MYERS	)	DAY OF JULY, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYSTONE HOLDINGS INC., PAYSTONE INC., ATOM GROWTH INC., and ATOM GROWTH (USA), INC.

Applicants

SISP APPROVAL ORDER

THIS MOTION, made by AlixPartners Restructuring, Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things, approving the Sale and Investment Solicitation Process (the "**SISP**"), in the form attached as Appendix "A" hereto, was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, the Fourth Report of the Monitor, dated July 6, 2026, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Sandton Investments X (Luxembourg) S.à.r.l., counsel for BDC Capital Inc., and such other counsel that were present, no one else appearing although duly served as appears from the lawyer's certificates of service, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP and the Amended and Restated Initial Order of this Court in these CCAA proceedings dated June 15, 2026 (the "**ARIO**"), as applicable.

SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance with the terms thereof) be and is hereby approved and the Monitor is hereby authorized and empowered to implement the SISP pursuant to the terms thereof, and is hereby authorized and empowered to perform its obligations thereunder and to do all things reasonably necessary to perform its obligations thereunder, including to: (a) engage, communicate, negotiate and/or agree with any party in connection with any Bid or the selection of any Successful Bid or Back-Up Bid, for and on behalf of the Applicants; and (b) apply to this Court for any orders necessary or advisable in connection with the SISP, including to seek any Approval Order.

4. **THIS COURT ORDERS** that the Monitor and its affiliates, partners, directors, officers, employees, legal advisors and agents (collectively, "**Agents**") shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Monitor or such Agent, as applicable, in performing its obligations under the SISP, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that, in implementing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in these CCAA proceedings, and the Monitor shall incur no liability or obligation as a result of its carrying out of the provisions of this Order and the SISP, save and except for any gross negligence or wilful misconduct on its part. Notwithstanding anything contained herein or in the

SISP, the Monitor shall not take possession of any Property or be deemed to take possession of any Property.

6. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Monitor is authorized and permitted to send, cause or permit to be sent, commercial electronic messages to electronic addresses of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these CCAA proceedings.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Monitor and its advisors is hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement with the Applicants (each, a "**Participant**") and their respective advisors, personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Monitor, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Monitor. Any bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Applicants' Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor.

GENERAL

8. **THIS COURT ORDERS** that the Monitor may, from time-to-time, apply to this Court to amend, vary or supplement this Order or for advice and directions in respect of the exercise and discharge of its powers and duties hereunder.

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents in carrying out the terms of this Order.

F.L. Myers J.

Justice FL Myers Digitally signed by Justice FL Myers
Date: 2026.07.10 11:56:28 -04'00'

SCHEDULE "A"

SALE AND INVESTMENT SOLICITATION PROCESS

(see attached)

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SCHEDULE "A"

SALE AND INVESTMENT SOLICITATION PROCESS[1]

On June 5, 2026, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made an Order (as amended and restated on June 15, 2026, and as may be further amended and/or restated, the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of Paystone Holdings Inc., Paystone Inc. ("**Paystone**"), Atom Growth Inc., and Atom Growth (USA), Inc. (collectively, the "**Applicants**", and the proceedings commenced pursuant to the Initial Order, the "**CCAA Proceedings**"). Pursuant to the Initial Order, among other things, AlixPartners Restructuring, Inc. was appointed as monitor of the Applicants (in such capacity, the "**Monitor**") in the CCAA Proceedings.

On July 10, 2026, the Court granted: (a) an order (the "**SISP Order**") that, among other things, (i) approved a sale and investment solicitation process described herein (the "**SISP**"), and (ii) authorized the Monitor to implement the SISP; and (b) an order that, among other things, approved a debtor-in-possession financing facility (the "**DIP Facility**") from Sandton Investments X (Luxembourg) S.à.r.l. ("**Sandton**" and, in its capacity as lender under the DIP Facility, the "**DIP Lender**") to provide financing to the Applicants in the CCAA Proceedings, and granted to the DIP Lender a super-priority Court-ordered charge on the Property (as defined below), securing the obligations outstanding under the DIP Facility (the "**DIP Lender's Charge**").

Opportunity

1. The SISP shall be conducted exclusively by the Monitor, acting independently and in accordance with its duties as an officer of the Court and the terms hereof. The SISP sets forth the process and procedures for: (a) soliciting bids from interested parties for executable transactions involving the Applicants' properties, assets and undertakings (collectively, the "**Property**") and/or their business operations (the "**Business**"), including, without limitation, a sale of or investment in the Business, Property and/or shares of the Applicants and/or an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Applicants or their Business, or any combination thereof (the "**Opportunity**"); (b) evaluating any such bids received (each a "**Bid**") from any bidder in the SISP (each a "**Bidder**"); (c) selecting any Successful Bid (as defined below); and (d) obtaining Court approval of any Successful Bid.

2. The SISP and SISP Order and any other orders of the Court made in the CCAA Proceedings relating to the SISP shall exclusively govern the process for soliciting and selecting Bids in respect of the Opportunity.

3. The Monitor shall administer and conduct the SISP and shall exercise its reasonable independent business judgment in connection with all aspects of the SISP, including the marketing of the Opportunity, determination of Qualified Bidders, administration of the Data Room, evaluation of Bids, determination of whether to conduct an Auction, selection of any Successful Bid or Back-Up Bid (each as defined below), and implementation of the SISP. The Monitor may, at any time and from time to time, modify, amend, vary or supplement the SISP or extend any of the Milestones (as defined below), without further Order of the

[1] All references to "$" or dollars herein are to Canadian dollars unless otherwise indicated.

Court, where, in the Monitor's reasonable business judgment, doing so would enhance the integrity or competitiveness of the SISP or otherwise maximize value. The Monitor shall provide notice to the service list in the CCAA Proceedings of any material modification to the SISP.

4. The following table sets out the key milestones under the SISP (collectively, the "**Milestones**"), as may be modified in accordance with the terms hereof:

Milestone	**Deadline**
Publish Notice of SISP	As soon as reasonably practicable after Court approval of the SISP
Bid Deadline	August 4, 2026, at 5:00 p.m. (prevailing Eastern Time) (the "**Bid Deadline**")
Auction Date (if designated by Monitor)	August 6, 2026
Selection of Successful Bid and Back-Up Bid	August 7, 2026, at 5:00 p.m. (prevailing Eastern Time)
Hearing for Approval Order	August 19, 2026 (subject to Court availability)
Target Closing – Successful Bid	August 24, 2026
Outside Date – Closing	August 31, 2026 (the "**Outside Date**")

Notice of the SISP

5. As soon as reasonably practicable after Court approval of the SISP:

   a) a notice of the SISP and any other relevant information that the Monitor considers appropriate will be published by the Monitor on the case website maintained in these CCAA Proceedings; and

   b) a press release setting out the notice and any other relevant information regarding the Opportunity, as the Monitor considers appropriate, will be issued with Canada Newswire (or reasonably equivalent distribution platform).

6. The Monitor, in consultation with the Applicants, will prepare a form of non-disclosure agreement for the SISP (an "**NDA**"). The Monitor will cause the NDA to be sent to any party who requests a copy of the NDA, or who is identified to the Monitor as a potential bidder as soon as reasonably practicable after such request or identification (including those parties that submitted a bid in the pre-filing process conducted in respect of the Applicants), as applicable.

Virtual Data Room

7. A confidential virtual data room (the "**Data Room**") in relation to the Opportunity will be made available by the Monitor, for and on behalf of the Applicants, to Potential Bidders (as defined below) that have executed an NDA. The Data Room will be made available as soon as practicable. The Monitor may establish separate Data Rooms (including "clean rooms"), if the Monitor reasonably determines that doing so would further the compliance with applicable laws, including securities, antitrust and competition laws, or would prevent the distribution of proprietary or commercially sensitive information. The Monitor may also limit the access of any Potential Bidder to any confidential information in the Data Room where the Monitor may also reasonably determine that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business or its value.

Qualified Bidders, Delivery of Confidential Information

8. To participate in the SISP, and prior to the distribution of any confidential information to an interested party (including access to the Data Room), such interested party must deliver to the Monitor an executed NDA. Pursuant to the terms of the NDA to be signed by a potential bidder (each potential bidder who has executed an NDA with the Applicants, a "**Potential Bidder**"), each Potential Bidder will be prohibited from communicating with any other Potential Bidder regarding the Opportunity during the term of the SISP, without the prior written consent of the Monitor.

9. Prior to executing an NDA with any interested party, the Monitor may require such party to provide evidence satisfactory to the Monitor of its financial capability to complete a transaction in respect of the Opportunity (either with existing capital or with capital reasonably anticipated to be raised prior to closing) and/or to disclose details of their ownership and/or investors (collectively, the "**Supplemental Information**"). For the avoidance of doubt, a person who has executed an NDA or a joinder with a Potential Bidder for the purpose of providing financing to a Potential Bidder in connection with the Opportunity (such person, a "**Financing Party**") will not be deemed to be a Potential Bidder for purposes of the SISP, provided that such Financing Party may elect to act as a Potential Bidder with the prior written consent of the Monitor.

10. A Potential Bidder that has (i) executed and remains subject to an NDA, and (ii) provided Supplemental Information that is satisfactory to the Monitor, will be deemed to be a "**Qualified Bidder**", and will be promptly notified of such classification by the Monitor.

11. The Applicants, the Monitor and their respective representatives and advisors make no representation or warranty whatsoever (including as to accuracy or completeness) as to the information contained in the Data Room or otherwise made available pursuant to the SISP.

Submission of Binding Offers

12. Any Qualified Bidder that wishes to make a formal offer must submit a binding offer (a "**Binding Offer**", and each Binding Offer submitted in accordance with paragraph 13,

below, a “**Qualified Bid**”), which Binding Offer shall be delivered by such Qualified Bidder by no later than the Bid Deadline.

13. A Binding Offer will only be considered as a Qualified Bid if the Binding Offer:

a) has been received by the Bid Deadline;

b) is a Binding Offer: (i) to purchase all, substantially all, or a material portion of the Property or the Business, and/or (ii) to make an investment in, restructure, recapitalize or refinance one or more Applicants, or its or their Business;

c) provides a detailed sources and uses schedule that identifies, with specificity, the purchase price payable pursuant to the proposed transaction, including the amount of cash consideration and any assumptions that could reduce the net consideration payable or to be invested;

d) provides aggregate consideration sufficient to:

i. pay in full in cash (A) the amount necessary to satisfy the obligations subject to the Administration Charge (as defined in the Initial Order) (including any wind-down reserve amount advised by the Monitor prior to the Bid Deadline as necessary to conclude the CCAA Proceedings) and any other Court-ordered charge in the CCAA Proceedings (other than the DIP Lender’s Charge), *plus* (B) the amount necessary to satisfy any other priority payables relevant to such Bid or other amounts required to be paid in priority under applicable law or any Order made in the CCAA Proceedings, in each case, as of the closing date of the proposed transaction; and

ii. pay in full in cash, as of the closing date of the proposed transaction, all obligations owing to the DIP Lender under the DIP Facility (the “**DIP Facility Obligations**”), or provide such other recovery in respect of the DIP Facility Obligations as the DIP Lender may agree to in its sole and absolute discretion;

e) includes a duly authorized and executed definitive transaction document (a “**Definitive Agreement**”) (and, if the Binding Offer involves an asset purchase transaction, a blackline to the form of asset purchase agreement provided in the Data Room) that includes, among other things;

i. an acknowledgement that the Binding Offer is not conditional upon: (A) the outcome of unperformed due diligence by the Qualified Bidder, (B) obtaining financing, or (C) any other material closing condition; provided that, a Binding Offer may be conditional upon the obtaining of the Approval Order (as defined below);

ii. any and all conditions and approvals required to complete the closing of the transaction;

iii. an acknowledgement that the Qualified Bidder is acquiring the Property and/or Business on an “as is, where is” basis and such Qualified Bidder does not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Property and/or Business or the completeness of any information provided in connection therewith, other than as expressly set out in the Definitive Agreement and agreed to by the Monitor and approved by the Court; and

iv. any and all terms in respect of such Binding Offer, as applicable;

f) includes full details of the Qualified Bidder's intended treatment of the Applicants' employees, customers, contracts and vendors under the Binding Offer;

g) includes a letter stating that the Qualified Bidder's offer contained in the Binding Offer is irrevocable until approval of the Successful Bid by the Court; provided that, if such Qualified Bidder is selected as a Successful Bidder or a Back-Up Bidder (each as defined below), its offer shall remain irrevocable until the closing of a Successful Bid or the Back-Up Bid Outside Date (as defined below), as applicable;

h) includes written evidence of a firm, irrevocable commitment for financing or other evidence of the Qualified Bidder's ability to consummate the proposed transaction that will allow the Monitor to make a determination as to the Qualified Bidder's financial and other capabilities to consummate the proposed transaction;

i) includes written evidence, in form and substance satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;

j) does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;

k) contains a statement that the Qualified Bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its Binding Offer is agreeing to refrain from and waive any assertion or request for reimbursement on any basis;

l) fully discloses the identity of each entity that will be entering into the transaction or the financing thereof, or that is otherwise sponsoring, participating in or benefiting from such Binding Offer, and the direct and indirect principals thereof;

m) includes acknowledgments and representations of the Qualified Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents, the Property and the Business in making its Binding Offer, (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the accuracy or completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; (iv) has not engaged in any collusion with respect to the submission of its Binding Offer, and (v) agrees to be bound by the terms of the SISP;

n) is accompanied by a cash deposit in the amount of not less than 10% of the cash purchase price payable on closing (the "**Deposit**") to be paid to the Monitor in trust, along with acknowledgement that (i) if the Qualified Bidder is selected as the Successful Bidder, the Deposit will be non-refundable and applied against the purchase price payable on closing, subject to approval of the Successful Bid by the Court and the terms described in paragraph 21, below, and (ii) if the Qualified Bidder is selected as the Back-Up Bidder, the Deposit will be held and dealt with as described in paragraph 21, below;

o) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on or before August 24, 2026, or such earlier date as is practical for the parties to close the contemplated transaction, following the satisfaction or waiver of the conditions to closing and in any event no later than the Outside Date; and

p) contains such other information as may be reasonably requested by the Monitor.

14. Subject to paragraph 3, the Monitor may waive compliance with any one or more of the requirements specified above and deem any non-compliant offer or proposal to be a Qualified Bid.

Selection of Successful Bid

15. The Monitor may, following the receipt of any Binding Offer or Qualified Bid, seek clarification with respect to any of the terms or conditions of such Binding Offer or Qualified Bid and/or request and negotiate one or more amendments to such Binding Offer or Qualified Bid prior to determining if the Binding Offer or Qualified Bid should be considered a Successful Bid.

16. The Monitor will, in consultation with Sandton and BDC Capital Inc. ("**BDC**"), review and evaluate each Qualified Bid and will, in consultation with Sandton and BDC, (a) identify the highest or otherwise best bid (the "**Successful Bid**", and the Qualified Bidder making such Successful Bid, the "**Successful Bidder**"); and (b) identify the next highest or otherwise second best bid (the "**Back-Up Bid**", and the Qualified Bidder making such Back-Up Bid, the "**Back-Up Bidder**"), in each case, subject to paragraph 17 below. Any Successful Bid and Back-Up Bid will be subject to approval by the Court. For certainty, the Monitor may identify one or more Successful Bids, Successful Bidders, Back-Up Bids, or Back-Up Bidders for non-overlapping Qualified Bids, and bring one or more Approval Motions (as defined below) and seek one or more Approval Orders in connection therewith, and in such circumstances, the SISP shall be interpreted as referring to multiple Successful Bids, Successful Bidders, Back-Up Bids, Back-Up Bidders, Approval Motions and Approval Orders, as applicable. Notwithstanding the foregoing, the preferred transaction structure is

an *en bloc* transaction involving all or substantially all of the Applicants' Property and/or Business.

17. In the event there is more than one Qualified Bid, the Monitor may elect to proceed with an auction process to determine the Successful Bid ("**Auction**"). Any such Auction will be conducted in accordance with procedures to be determined by the Monitor, in consultation with Sandton and BDC, and notified to the applicable Qualified Bidders no less than 24 hours prior to the commencement of the Auction. Any such Auction will commence at a time to be designated by the Monitor, and such Auction may, in the discretion of the Monitor, be held virtually via videoconference, teleconference or such other reasonable means as the Monitor deems appropriate. The Monitor will, in consultation with Sandton and BDC, select the Qualified Bid at the Auction that emerges as the Successful Bid.

Approval of Successful Bid

18. The Monitor will bring a motion before the Court (the "**Approval Motion**") for an order:

a) approving the Successful Bid and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby (such order shall also approve the Back-Up Bid, if any, should the applicable Successful Bid not close for any reason); and

b) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the applicable Successful Bid to vest title to any purchased assets in the name of the Successful Bidder and/or vesting unwanted liabilities out of one or more of the Applicants (collectively, the "**Approval Order**").

The Approval Motion will be held on a date to be scheduled by the Monitor, and confirmed by the Court. The Monitor may adjourn or reschedule any Approval Motion without further notice, by an announcement of the adjourned or rescheduled date at the applicable Approval Motion or in a notice to the service list of the CCAA Proceedings prior to the applicable Approval Motion.

19. All Qualified Bids (other than the Successful Bid but including the Back-Up Bid) will be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of the Monitor to any unsuccessful Qualified Bidders.

20. If a Successful Bidder fails to close the transaction contemplated by the Successful Bid on or before the Outside Date for any reason, then the Monitor will be deemed to have accepted the Back-Up Bid, if any, and will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid shall remain open for acceptance until the closing of the Successful Bid, or such other later date as the Monitor and the Back-Up Bidder may agree, acting reasonably (the "**Back-Up Bid Outside Date**").

Deposits

21. The Deposits:

a) will, upon receipt from the Qualified Bidders, be retained by the Monitor and deposited in a non-interest-bearing trust account;

b) received from the Successful Bidder and the Back-Up Bidder, will (i) be applied to the purchase price to be paid by the applicable Successful Bidder or Back-Up Bidder whose Successful Bid or Back-Up Bid, as applicable, is the subject of the Approval Order, upon closing of the approved transaction, and (ii) otherwise be held and refundable in accordance with the terms of the definitive documentation in respect of any Successful Bid or Back-Up Bid, as applicable, provided that (A) all such documentation will provide that the Deposit will be fully refunded to the Back-Up Bidder on the Back-Up Bid Outside Date, and (B) all such documentation will provide that the Deposit will be retained by the Monitor and forfeited by a Successful Bidder, if such Successful Bid fails to close by the Outside Date, and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the applicable Successful Bid; and

c) received from the Qualified Bidders that are not a Successful Bid or Back-Up Bidder, will be fully refunded, to such Qualified Bidders that paid the Deposits as soon as practical following the approval of the Successful Bid by the Court.

"As is, Where is"; Claims and Interests

22. Any transaction in respect of the Property or the Business will be on an "as is, where is" basis except for representations and warranties that are customarily provided in purchase agreements for a debtor company subject to CCAA proceedings. Any such representations and warranties provided for in the definitive documents will not survive closing. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property and the Business in connection with their participation in the SISP and any transaction they enter into with the Applicants (or any of them).

23. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Applicants in and to the Property or the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, restrictions, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property or Business (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder and the Approval Order.

Confidentiality and Access to Information

24. All discussions regarding a Bid in the SISP should be directed through the Monitor. Under no circumstances should the management of the Applicants or any stakeholder of the Applicants be contacted directly regarding the SISP without the prior consent of the Monitor.

Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP. For greater certainty, nothing herein shall preclude a stakeholder from contacting potential bidders with the agreement of the Monitor to advise that the SISP has been commenced in respect of the Applicants and that such potential bidder should contact the Monitor if it has an interest in pursuing the Opportunity.

25. If it is determined by the Monitor that it would be worthwhile to facilitate a discussion between a Qualified Bidder and a stakeholder or other third party as a consequence of a condition to closing or potential closing conditions identified by such Qualified Bidder, the Monitor may provide such Qualified Bidder with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such Qualified Bidder to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by the Monitor. The Monitor must be provided with the opportunity to be present at all such communications or meetings.

26. None of the Applicants (including Paystone's chief restructuring officer ("**CRO**")), the Monitor or the DIP Lender or their respective advisors shall furnish any information relating to any Bids and Bidders to any officer, director, principal or employee, or other non-arms' length party in relation to, 1001632600 Ontario Inc. (collectively, the "**Management Bidders**"). None of the Applicants (including the CRO), the Monitor or the DIP Lender or their respective advisors shall provide details as to who has signed an NDA and any indications of interest to the Management Bidders. The Management Bidders may not participate in any substantive communications with any other Potential Bidder with respect to any matter relating to the SISP except with the prior written consent of the Monitor.

Credit Bid

27. Any secured creditor of the Applicants (including Sandton in respect of, in its capacity as DIP Lender, the DIP Facility Obligations, and all other senior secured obligations owing by the Applicants to Sandton (the "**Senior Secured Obligations**")) shall have the right to credit bid its secured debt against the assets secured thereby, provided that any such credit bid transaction shall pay in full in cash any prior-ranking obligations in respect of such assets (unless the holder of such priority obligation agrees to accept consideration other than payment in full in cash).

28. If no Qualified Bid is received in the SISP that provides for the payment in full in cash of all DIP Facility Obligations and Senior Secured Obligations, or such other recovery in respect of the DIP Facility Obligations and Senior Secured Obligations as Sandton may agree to in its sole and absolute discretion, Sandton shall have the right to bring forward for Court approval a credit bid transaction to acquire all or a material portion of the Applicants' Business and Property in satisfaction of the DIP Facility Obligations and the Senior Secured Obligations. For greater certainty, Sandton shall not be required to submit a Binding Offer or Deposit in the SISP in order to exercise its right to credit bid the DIP Facility Obligations and/or Senior Secured Obligations.

Monitor's Oversight

29. The Monitor shall administer and conduct the SISP in all respects and will participate in the SISP in the manner set out in the SISP and SISP Order, the Initial Order and any other orders of the Court, and is entitled to receive all information in relation to the SISP. In the event that there is disagreement as to the interpretation or application of the SISP, the Court will have the jurisdiction to hear and resolve such dispute.

30. The SISP does not and will not be interpreted to create any liability, obligation, contractual or other legal relationship between the Monitor and the Applicants on the one hand, and any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder and/or any other party on the other hand, other than as specifically set forth in a definitive agreement executed by the Applicants in accordance with the terms hereof.

31. At any time during the SISP, the Monitor, the Applicants, or any other person may apply to the Court for advice and directions with respect to any aspect of this SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of their respective powers and duties hereunder.

Responsibility for Fees

32. Participants in the SISP are responsible for all costs, expenses and liabilities, including without limitation, finder's fees, broker's fees or any similar fees, incurred by them in connection with the submission of any Bid, due diligence activities, the Auction and any further negotiations or other actions whether or not they lead to the consummation of a transaction. Neither the Applicants nor the Monitor shall be liable to any person for any claim for brokerage commission, finder's fee or like payment in respect of the consummation of any transaction arising out of or in connection with the SISP. Any such claim shall be the sole liability of the party or parties that submitted the Successful Bid and shall not affect the consideration to be paid by the Successful Bidder under the Successful Bid.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CL-26-00000261-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYSTONE HOLDINGS INC., PAYSTONE INC., ATOM GROWTH INC., and ATOM GROWTH (USA), INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO

SISP APPROVAL ORDER

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