Court File No.: CL-26-00000261-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AFFIDAVIT OF THOMAS GRAY
(Sworn July 9, 2026)

I, Thomas Gray, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am an associate at Bennett Jones LLP, which is counsel to Paystone Holdings Inc., Paystone Inc., Atom Growth Inc., and Atom Growth (USA), Inc. (collectively, the "**Applicants**") in connection with their ongoing proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). As such, I have personal knowledge of the matters to which I depose in this affidavit.

2. As set out in greater detail in an affidavit sworn on July 6, 2026 by Adam Zalev of Reflect Advisors, LLC (the "**Zalev Affidavit**"), the Applicants are seeking an Order (the "**DIP Approval, BNS Charge and Stay Extension Order**") at a motion before this Court on July 10, 2026. Capitalized terms used herein and not otherwise defined have the meanings ascribed in the Zalev Affidavit.

3. Among other things, the DIP Approval, BNS Charge and Stay Extension Order would approve the Applicants' ability to borrow up to a principal amount of $2,600,000 pursuant to a debtor-in-possession credit facility to fund the SISP proposed by the Monitor, and the Applicants' critically required working capital and other general corporate purposes while continuing these CCAA Proceedings.

4. The Zalev Affidavit appended an unexecuted, undated form of DIP Term Sheet that had been agreed to between the Applicants and Sandton, the proposed DIP Lender.

5. The Applicants and Paystone have since executed the DIP Term Sheet. A copy of the executed DIP Term Sheet, dated July 9, 2026, is attached hereto as **Exhibit "A"**, and a changed-pages-only redline showing the edits to the version appended to the Zalev Affidavit is attached hereto as **Exhibit "B"**.

SWORN REMOTELY by Thomas Gray, stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on July 9, 2026, remotely via videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.	
Joshua Foster Joshua Foster A Commissioner for Taking Affidavits in and for the Province of Ontario	Thomas Gray

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT
OF THOMAS GRAY, SWORN BEFORE ME
THIS 9TH DAY OF JULY, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

DIP FINANCING TERM SHEET

Dated as of July 9, 2026

WHEREAS, Paystone Holdings Inc., Paystone Inc., Atom Growth Inc. and Atom Growth (USA), Inc. (each a "**Borrower**" and collectively the "**Borrowers**") commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 5, 2026;

AND WHEREAS, the Court granted an amended and restated initial order dated June 15, 2026 (the "**ARIO**") in the CCAA Proceedings;

AND WHEREAS, the Borrowers are parties to that certain third amended and restated credit agreement made as of March 31, 2025 with the agent and lenders party thereto, as amended by a first amending agreement made as of April 21, 2025 and a second amending agreement made as of May 9, 2025 (as amended, the "**Existing Credit Agreement**");

AND WHEREAS, the Existing Credit Agreement (and all obligations thereunder) were purchased by the DIP Lender (as defined below) and assigned to the DIP Lender pursuant to that certain loan purchase agreement dated May 8, 2026 between the Borrowers, the lenders party to the Existing Credit Agreement and the DIP Lender, pursuant to which the DIP Lender, among other things, acquired all of the obligations owing by the Borrower pursuant to and in connection with the Existing Credit Agreement;

AND WHEREAS, the Existing Credit Agreement was further amended by a forbearance agreement made as of May 8, 2026 by and among the Borrowers and the DIP Lender (the Existing Credit Agreement, as so assigned and amended, the "**Senior Secured Credit Agreement**");

AND WHEREAS the Borrowers have requested, and the DIP Lender has agreed to provide, interim financing to the Borrowers during the CCAA Proceedings to (i) fund the undertaking of the Sale Process, pursuant to and in accordance with the Sale Process Order (each as defined below) and (ii) the working capital requirements of the Borrowers during the term of the Sale Process (as defined below), all in accordance with the DIP Budget (as defined below) and the terms of this DIP Financing Term Sheet (the "**Term Sheet**").

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1.	**BORROWERS:**	Paystone Holdings Inc., Paystone Inc., Atom Growth Inc. and Atom Growth (USA), Inc.
2.	**DIP LENDER:**	Sandton Investments X (Luxembourg) S.à.r.l. (the "**DIP Lender**")
3.	**DEFINED TERMS:**	Unless otherwise defined herein, capitalized words and phrases used in this Term Sheet have the meanings given thereto in Schedule "A". All references to dollars and "$" shall mean Canadian dollars.
4.	**FACILITY AMOUNT AND ADVANCES:**	A senior secured, superpriority, debtor-in-possession, interim, non-revolving credit facility (the "**DIP Facility**") up to a maximum principal amount of $2,600,000 (as such amount may be reduced from time to time pursuant to the terms hereof, the "**Facility Amount**"), subject to the terms and

conditions contained herein.

The DIP Facility shall be made available to the Borrowers by way of periodic advances (each an "**Advance**"), including an initial advance in the amount of $1,400,000 (the "**Initial Advance**"), provided that the aggregate principal amount of all Advances shall not exceed the Facility Amount (plus the amount of PIK Interest added thereto). The timing for each Advance shall be determined based on the funding needs of the Borrowers as set forth in the DIP Budget. Each Advance shall be in a principal amount of not less than $300,000 (other than the final Advance which may be less than $300,000 if the remaining Facility Amount is less than $300,000).

Other than the Initial Advance which shall be funded within two (2) Business Days following entry of the DIP Approval Order, each Advance shall be funded by no later than three (3) Business Days following delivery to the DIP Lender of a confirmation certificate in the form of Schedule "B" (an "**Advance Confirmation Certificate**"), provided that, for all Advances, the Advance Conditions are satisfied as of the date on which such Advance Confirmation Certificate is delivered.

The Advance Confirmation Certificate shall certify that (i) all representations and warranties of the Borrowers contained in this Term Sheet remain true and correct in all material respects both before and after giving effect to the use of such proceeds, (ii) all of the covenants of the Borrowers contained in this Term Sheet and all other terms and conditions contained in this Term Sheet to be complied with by the Borrowers, not properly waived in writing by the DIP Lender, have been complied with in all material respects, and (iii) no Default or Event of Default then exists and is continuing or would result therefrom.

A copy of each Advance Confirmation Certificate shall be concurrently provided to the DIP Lender and the Monitor.

5. **PURPOSE AND PERMITTED PAYMENTS:**

The Borrowers shall use proceeds of the DIP Facility solely for the following purposes and in the following order, in each case in accordance with and solely to the extent provided for in the DIP Budget and in accordance with the terms of this Term Sheet:

(a) to pay the reasonable and documented professional and advisory fees and expenses of (i) the Borrowers, (ii) the CRO, (iii) the Monitor, and (iv) the DIP Lender pursuant to the terms hereof;

(b) to pay the fees, expenses and other amounts owing to the DIP Lender under this Term Sheet; and

(c) to fund (i) the Sale Process solely in accordance with the Sale Process Order and (ii) the working capital requirements of the Borrowers during the term of the Sale Process.

For greater certainty, the Borrowers may not use the proceeds of the DIP Facility to pay any obligations that are not included in the DIP Budget without the written consent of the DIP Lender nor to fund any other proceeding other than the Sale Process solely in accordance with the Sale Process Order.

6. **ADVANCE CONDITIONS:** The DIP Lender's agreement to make the Facility Amount available to the Borrowers and to make any Advance to the Borrowers is subject to the satisfaction of the following conditions precedent (collectively, the "**Advance Conditions**"), each of which is for the benefit of the DIP Lender and may be waived by the DIP Lender in its sole discretion:

(a) the Court shall have granted an Order (the "**DIP Approval Order**"), in form and substance acceptable to the DIP Lender, which DIP Approval Order shall, without limitation: (i) approve this Term Sheet and authorize the Borrowers to borrow under the DIP Facility, (ii) authorize the Borrowers to borrow up to the Facility Amount, and (iii) grant the DIP Lender a priority charge (the "**DIP Lender's Charge**") over all of the Collateral of the Borrowers as security for the payment of all DIP Obligations, which DIP Lender's Charge shall have priority over all Liens on the Borrower's Collateral other than the Permitted Priority Liens;

(b) the Court shall have granted the Sale Process Order;

(c) (i) the ARIO and the Sale Process Order shall not have been stayed, vacated, amended, restated or modified without the prior written consent of the DIP Lender, acting reasonably and (ii) the DIP Approval Order shall not have been stayed, vacated, amended, restated or modified without the prior written consent of the DIP Lender, in its sole discretion;

(d) there shall be no Liens ranking in priority to the DIP Lender's Charge over the Borrowers' Collateral other than the Permitted Priority Liens;

(e) the Borrowers shall have executed and delivered this Term Sheet and such other DIP Credit Documents as the DIP Lender may reasonably request;

(f) no Default or Event of Default shall have occurred or will occur as a result of the requested Advance; and

(g) the Borrowers shall have delivered an Advance Confirmation Certificate in respect of such Advance in accordance with Section 4 above.

7. **DIP LENDER EXPENSES:** The Borrowers shall reimburse the DIP Lender for all reasonable and documented out-of-pocket legal fees and expenses (collectively, the "**DIP Lender Expenses**") incurred by the DIP Lender in connection with the DIP Facility, the DIP Credit Documents, and the DIP Lender's participation in the CCAA Proceedings, provided that such expenses have been invoiced.

The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Lender's Charge.

8. **DIP LENDER'S CHARGE:** All DIP Obligations shall be secured by the DIP Lender's Charge, in connection with which the DIP Lender may, in its reasonable discretion, require the execution, filing or recording of any mortgages, security agreements, pledge agreements, control agreements, financing statements or other documents or instruments, or the taking of any possession or control of any Collateral of the Borrowers (including any bank accounts and the funds contained therein), in order to obtain a Lien on such Collateral.

9. **PERMITTED LIENS AND PRIORITY:** All Collateral will be free and clear of all Liens, except for the Permitted Liens. The DIP Lender's Charge shall rank in priority to all Permitted Liens other than the Permitted Priority Liens.

10. **REPAYMENT:** The DIP Facility and the DIP Obligations shall be due and repayable in full on the earlier of: (i) the occurrence of any Event of Default which is continuing and has not been cured within the time periods permitted by this Term Sheet; (ii) the completion of any Restructuring Transaction; (iii) the conversion of the CCAA Proceedings into a proceeding under the *Bankruptcy and Insolvency Act* (Canada) other than with the prior written consent of the DIP Lender, in its sole discretion; (iv) the appointment of a receiver in respect of any of the Borrowers or their Collateral; and (v) the Outside Date (the earliest of such dates being the "**Maturity Date**"). The Maturity Date may be extended from time to time at the request of the Borrowers and with the prior written consent of the DIP Lender for such period and on such terms and conditions as the DIP Lender may agree in its sole discretion.

Without the consent of the DIP Lender in its sole discretion, no Court Order approving a Restructuring Transaction shall discharge or otherwise affect in any way the DIP Obligations or the obligations under the Senior Secured Credit Agreement, other than by way of the permanent and indefeasible payment in cash to the DIP Lender of all DIP Obligations and all obligations under the Senior Secured Credit Agreement, on or before the date such Restructuring Transaction is implemented.

11. **DIP BUDGET AND VARIANCE REPORTING:** Attached hereto as Schedule "C" is a copy of the agreed DIP Budget (excluding the supporting documentation provided to the DIP Lender in connection therewith), which the DIP Lender acknowledges and agrees has been reviewed and approved by it, and is in form and substance satisfactory to the DIP Lender.

On the last Business Day of every week, the Borrowers shall deliver to the Monitor and the DIP Lender and their respective legal advisors a variance calculation (the "**Variance Report**") setting forth actual receipts and disbursements for the period beginning from the commencement of the DIP

Budget and ending on the last Business Day of the preceding week (each a "**Testing Period**") on a cumulative basis as against the DIP Budget, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof for such Testing Period in the DIP Budget. The Borrowers and the Monitor shall discuss each such Variance Report with the DIP Lender and its legal advisors as requested. Each Variance Report shall include reasonably detailed explanations for any material variances during the relevant Testing Period.

12. **EVIDENCE OF INDEBTEDNESS:** The DIP Lender's accounts and records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrowers to the DIP Lender pursuant to the DIP Facility.

13. **PREPAYMENTS:** Provided the Monitor (i) is satisfied that the Borrowers have sufficient cash reserves to satisfy amounts secured by the Permitted Priority Liens, and (ii) provides its consent, the Borrowers may prepay any amounts outstanding under the DIP Facility at any time prior to the Maturity Date without premium or penalty. Any amount repaid may not be reborrowed.

14. **INTEREST RATE:** Interest shall be payable on the aggregate outstanding principal amount of Advances under the DIP Facility from time to time at a rate equal to 10% *per annum*, payable monthly, provided that the payment of accrued interest to the DIP Lender in respect of each calendar month shall be deferred and instead capitalized on the last day of such calendar month by adding the amount of such accrued interest ("**PIK Interest**") to the principal amount of Advances. For greater certainty, PIK Interest shall bear interest at the rate specified in this Section 14 from the date on which such PIK Interest is added to the principal amount of Advances.

All interest shall be computed on the basis of a calendar year of 365 or 366 days, as applicable, provided that, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis for such determination.

15. **CURRENCY:** Unless otherwise stated, all monetary denominations in this Term Sheet shall be in lawful currency of Canada. All Advances made by the DIP Lender to the Borrower, and all payments made by the Borrowers to the DIP Lender, shall be in Canadian dollars.

16. **MANDATORY REPAYMENTS:** Unless otherwise consented to in writing by the DIP Lender, the DIP Facility shall be promptly repaid and the outstanding DIP Obligations shall be permanently reduced upon a sale, realization or disposition of or with respect to any of the Borrowers' Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business, or any insurance proceeds paid to the Borrowers in respect of such Collateral, in an amount equal to the net cash proceeds of such sale, realization, disposition or insurance (for

greater certainty, net of transaction fees and applicable taxes in respect thereof). Any amount repaid may not be reborrowed.

17. **REPS AND WARRANTIES:**

Each Borrower represents and warrants to the DIP Lender, upon which the DIP Lender is relying in entering into this Term Sheet and the other DIP Credit Documents, that:

(a) the transactions contemplated by this Term Sheet and the other DIP Credit Documents, upon the granting of the DIP Approval Order:

(i) are within the powers of such Borrower;

(ii) have been duly executed and delivered by or on behalf of such Borrower;

(iii) constitute legal, valid and binding obligations of such Borrower, enforceable against such Borrower in accordance with their terms;

(iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any third party; and

(v) will not violate the charter documents, articles by-laws or other constating documents of such Borrower or any Applicable Law relating to such Borrower.

(b) the business operations of such Borrower have been and will continue to be conducted in material compliance with Applicable Law;

(c) such Borrower has been duly formed and is validly existing under the law of its jurisdiction of incorporation; and

(d) such Borrower has maintained and paid current its obligations for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations.

18. **AFFIRMATIVE COVENANTS:**

Each Borrower agrees to do, or cause to be done, the following:

(a) keep the DIP Lender apprised on a timely basis of all material developments with respect to the business and affairs of the Borrower, the CCAA Proceedings and the Sale Process;

(b) deliver to the DIP Lender the reporting and other information from time to time reasonably requested by the DIP Lender and as set out in this Term Sheet including, without limitation, the Variance Reports at the times set out herein;

(c) use the proceeds of the DIP Facility only in accordance with the restrictions set out in this Term Sheet and pursuant to the DIP Budget and Court Orders;

(d) comply with the provisions of the ARIO, the DIP Approval Order, the Sale Process Order, and all other Court Orders;

(e) promptly notify the DIP Lender of the occurrence of any Default or Event of Default;

(f) comply with Applicable Law, except to the extent not required to do so pursuant to any Court Order;

(g) provide the DIP Lender and its counsel draft copies of and the opportunity to comment on all motions, applications, proposed Court Orders and other materials or documents that the Borrowers intend to file in the CCAA Proceedings at least two (2) Business Days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible prior to the date on which such motion, application, proposed Court Order or other materials or document is served on the service list in respect of the CCAA Proceedings;

(h) take all actions necessary or available to (i) defend the ARIO and the Sale Process Order from any appeal, reversal, modification, amendment, stay or vacating not expressly consented to in writing in advance by the DIP Lender, acting reasonably and (ii) defend the DIP Approval Order from any appeal, reversal, modification, amendment, stay or vacating not expressly consented to in writing in advance by the DIP Lender, in its sole discretion;

(i) promptly provide notice to the DIP Lender and its counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over the Borrower in respect of such Material Contract;

(j) execute and deliver the loan and security documentation contemplated pursuant to this Term Sheet or as may be reasonably requested by the DIP Lender;

(k) pay all DIP Lender Expenses within three (3) Business Days of being invoiced therefor; and

(l) comply with the DIP Budget (subject to the Permitted Variance).

19. **NEGATIVE COVENANTS:** Each Borrower covenants and agrees not to do, or cause not to be done, the following, other than with the prior written consent of the DIP Lender or with the express consent required as outlined below:

(a) transfer, lease or otherwise dispose of all or any material part of its property, assets or undertaking outside of the ordinary course of business, except with approval of the Court;

(b) make any payment, including, without limitation, any payment of principal, interest or fees, in respect of any obligation of the Borrower arising or relating to the period prior to the Filing Date, other than in accordance with the ARIO and the DIP Budget;

(c) create or permit to exist any indebtedness other than (i) the indebtedness existing as of the Filing Date, (ii) the DIP Obligations, and (iii) post-filing trade payables or other unsecured obligations incurred in the ordinary course of business on or following the Filing Date in accordance with the ARIO and the DIP Budget;

(d) create or permit to exist any Liens on any of its Collateral other than the Permitted Liens;

(e) make any payments or expenditures (including capital expenditures) or any distributions other than in accordance with the ARIO and the DIP Budget;

(f) terminate any Material Contract or amend any Material Contract in any material manner except with the prior written consent of the DIP Lender;

(g) seek, obtain, support, make or permit to be made any Court Order or any change, amendment or modification to any Court Order except with the prior written consent of the DIP Lender (i) in its sole discretion in respect of any matter relating to the DIP Facility, the DIP Lender's Charge, the Sale Process, the Sale Process Order or the Senior Secured Credit Agreement (or any obligations thereunder), or (ii) acting reasonably in respect of any other matter;

(h) without the approval of the Court, cease to carry on its business or activities or any material component thereof as currently being conducted in accordance with the Court Orders, or modify or alter in any material manner the nature and type of its operations or business;

(i) seek, or consent to the appointment of, a receiver or trustee in bankruptcy or any similar official in any jurisdiction; or

(j) seek or consent to the lifting of the stay of proceedings in the ARIO.

20. **EVENTS OF DEFAULT:** The occurrence of any one or more of the following events shall constitute an event of default (each an "**Event of Default**") under this Term Sheet:

(a) failure of the Borrowers to pay principal, interest or other amounts within three (3) Business Days of such amounts becoming due pursuant to this Term Sheet or any other DIP Credit Documents;

(b) failure of the Borrowers to perform or comply with any term, condition, covenant or obligation pursuant to this Term Sheet or any other DIP Credit Document and such failure remains unremedied for more than three (3) Business Days, *provided that*, where another provision in this Section 20 expressly provides for a shorter or no cure period in respect of a particular Event of Default, such other provision shall apply;

(c) any representation or warranty by a Borrower made or deemed to be made in this Term Sheet or any other DIP Credit Document is or proves to be incorrect or misleading in any material respect as of the date made;

(d) issuance of any Court Order: (i) dismissing the CCAA Proceedings or lifting the stay of proceedings therein to permit any assignment in bankruptcy, appointment of a receiver, receiver and manager or similar official, or the exercise of rights or remedies, in respect of any Borrower or its Collateral, (ii) except with the prior written consent of the DIP Lender in its sole discretion, granting any other Lien in respect of a Borrower's Collateral that is in priority to or *pari passu* with the DIP Lender's Charge or the obligations under the Senior Secured Credit Agreement, other than the Permitted Priority Liens, (iii) modifying this Term Sheet or any other DIP Credit Document without the prior written consent of the DIP Lender in its sole discretion; (iv) staying, reversing, vacating or otherwise modifying any Court Order without the prior written consent of the DIP Lender, (x) in its sole discretion in respect of any matter relating to the DIP Facility, the DIP Lender's Charge, the Sale Process, the Sale Process Order or the obligations under the Senior Secured Credit Agreement, and (y) acting reasonably in respect of any other matter; or (v) approving any Restructuring Transaction that does not, unless otherwise consented to by the DIP Lender in its sole discretion, provide for the repayment in full in cash of all DIP Obligations and all obligations under the Senior Secured Credit Agreement outstanding on the closing of such Restructuring Transaction.

(e) the expiry without further extension of the stay of proceedings provided for in the ARIO;

(f) (i) a Variance Report is not delivered within one (1) Business Day of when due under this Term Sheet or (ii) in respect of any Testing Period, there shall exist a cumulative negative variance in excess of the Permitted Variance for the period from the commencement of the DIP Budget to the last day of such Testing Period; or

(g) the denial or repudiation by any Borrower of the legality, validity, binding nature or enforceability of this Term Sheet or any other DIP Credit Documents.

21. **REMEDIES:** Upon the occurrence of an Event of Default, and subject to the Court Orders, the DIP Lender may, in its sole discretion, elect to terminate the commitments hereunder and declare the DIP Obligations to be immediately due and payable and refuse to permit further Advances. In addition, upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, subject to the Court Orders:

(a) apply to the Court for the appointment of a receiver, interim receiver or receiver and manager over all or certain of the Borrowers or their Collateral, or for the appointment of a trustee in bankruptcy in respect of all or certain of the Borrowers;

(b) set-off or combine any amounts then owing by the DIP Lender to the Borrowers against the obligations of the Borrowers to the DIP Lender hereunder; and

(c) exercise against any Borrower the powers and rights of a secured party pursuant to the *Personal Property Security Act* (Ontario) or other applicable statutes governing security in personal property, subject to obtaining prior approval from the Court.

22. **INDEMNITY AND RELEASE:** The Borrowers agree to indemnify and hold harmless the DIP Lender and its respective directors, officers, employees, agents, counsel and advisors (all such persons and entities being referred to hereafter as "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against any Indemnified Person (collectively, "**Claims**") as a result of or arising out of or in any way related to the DIP Facility or this Term Sheet and, upon demand, to pay and reimburse any Indemnified Person for any reasonable and documented legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim; provided, however, the Borrowers shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability (i) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by the Court, or (ii) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Borrowers. The Borrowers shall not be responsible or liable to any Indemnified Person or any other person for consequential damages, loss of profits or punitive damages.

Notwithstanding anything to the contrary herein, the indemnities granted under this Term Sheet shall survive any termination of the DIP Facility.

23.	**APPROVALS:**	Any consent, approval, waiver or instruction of the DIP Lender to be delivered in writing may be delivered by the DIP Lender or its counsel by way of written instrument, including by way of email. Any consent, approval, waiver or instruction of the Borrowers (or any of them) to be delivered in writing may be delivered by Paystone Inc. or its counsel by way of written instrument, including by way of email.
24.	**TAXES:**	All payments by the Borrowers to the DIP Lender pursuant to this Term Sheet, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively "**Taxes**"); provided, however, that if any Taxes are required by Applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lender under this Term Sheet, the amount so payable to the DIP Lender shall be increased to the extent necessary to yield to the DIP Lender on a net basis after payment of all Withholding Taxes, the amount payable under this Term Sheet at the rate or in the amount specified herein and the Borrowers shall provide evidence satisfactory to the DIP Lender that the Withholding Taxes have been so withheld and remitted.
25.	**RIGHT TO CREDIT BID:**	The DIP Lender shall be permitted to credit bid all or certain of (i) the DIP Obligations and/or (ii) the obligations under the Senior Secured Credit Agreement, in connection with any Restructuring Transaction agreed to by the Borrowers and the DIP Lender, in accordance with the terms and conditions established by the Sale Process.
26.	**FURTHER ASSURANCES:**	The Borrowers shall, at their expense, from time to time do, execute and deliver, or cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the DIP Lender may reasonably request for the purpose of giving effect to this Term Sheet.
27.	**ENTIRE AGREEMENT; CONFLICT:**	This Term Sheet, including the schedules hereto and any other DIP Credit Documents delivered in connection with this Term Sheet, constitute the entire agreement between the parties relating to the subject matter hereof.
28.	**AMENDMENTS, WAIVERS, ETC.:**	No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing by the DIP Lender and delivered in accordance with the terms of this Term Sheet, and then such waiver shall be effective only in the specific instance and for the specific purpose given.

29.	**ASSIGNMENT:**	Except with respect to an assignment to an affiliate of the DIP Lender (which is permitted without the consent of the Borrowers), the DIP Lender may not assign this Term Sheet or its rights and obligations hereunder without the prior written consent of the Borrowers. The Borrowers may not assign this Term Sheet or their rights and obligations hereunder without the prior written consent of the DIP Lender. Each party shall provide notice of any assignment of this Term Sheet or any rights and obligations hereunder promptly to the Monitor.
30.	**SEVERABILITY:**	Any provision in this Term Sheet which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
31.	**NO THIRD PARTY BENEFICIARY:**	No person, other than the Borrowers, the Monitor, the DIP Lender and the Indemnified Persons, is entitled to rely upon this Term Sheet and the parties expressly agree that this Term Sheet does not confer rights upon any other party.
32.	**COUNTERPARTS AND SIGNATURES:**	This Term Sheet may be executed in any number of counterparts and by electronic transmission including by email, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
33.	**NOTICES:**	Any notice, request or other communication hereunder to the DIP Lender shall be in writing and be sufficiently given if delivered personally or sent by email to the DIP Lender or its counsel. Any notice, request or other communication hereunder to the Borrowers (or any of them) shall be in writing and be sufficiently given if delivered personally or sent by email to the Borrowers or their counsel. Any notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel. Any such notice, request or communication shall be deemed to be given and received when received, unless received after 6:00 p.m. Eastern Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.
34.	**ENGLISH LANGUAGE:**	The parties hereto confirm that this Term Sheet and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*
35.	**GOVERNING LAW AND JURISDICTION:**	This Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Borrowers and the DIP Lender hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to all matters arising under or in connection with this Term Sheet.

[*Signature pages follow on separate pages*]

IN WITNESS HEREOF, the parties hereby execute this Term Sheet as of the date first written above.

DIP LENDER:

SANDTON INVESTMENTS X (LUXEMBOURG) S.À.R.L.

Per: Dimitri Koryakov

Name: Dimitri Koryakov

Title: Manager

Catherine Francq

BORROWERS:

PAYSTONE HOLDINGS INC.

Per: ______________________________

Name:

Title:

PAYSTONE INC.

Per: ______________________________

Name:

Title:

ATOM GROWTH INC.

Per: ______________________________

Name:

Title:

ATOM GROWTH (USA), INC.

Per: ______________________________

Name:

Title:

IN WITNESS HEREOF, the parties hereby execute this Term Sheet as of the date first written above.

DIP LENDER:

SANDTON INVESTMENTS X (LUXEMBOURG) S.À.R.L.

Per: ______________________________

Name:

Title:

BORROWERS:

PAYSTONE HOLDINGS INC.

Per: Signed by: DF61C12FD9754E8...

Name: Abdullah Saab

Title: Director

PAYSTONE INC.

Per: Signed by: DF61C12FD9754E8...

Name: Abdullah Saab

Title: Director

ATOM GROWTH INC.

Per: Signed by: DF61C12FD9754E8...

Name: Abdullah Saab

Title: Director

ATOM GROWTH (USA), INC.

Per: Signed by: DF61C12FD9754E8...

Name: Abdullah Saab

Title: Director

SCHEDULE "A"
DEFINED TERMS

"**Administration Charge**" means the Administration Charge granted pursuant to the ARIO in the maximum aggregate amount of $950,000.

"**Advance**" has the meaning given thereto in Section 4.

"**Advance Conditions**" has the meaning given thereto in Section 6.

"**Advance Confirmation Certificate**" has the meaning given thereto in Section 4.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

"**ARIO**" has the meaning given thereto in the Recitals.

"**Borrower**" and "**Borrowers**" has the meaning given thereto in the Recitals.

"**BNS Charge**" means the BNS Charge granted pursuant to the ARIO in the maximum aggregate amount of $5,000,000, as security in favour of Bank of Nova Scotia, solely in its capacity as the Borrowers' account bank, against potential liabilities incurred as a result of chargebacks from the Borrowers' customers.

"**Business Day**" means any day other than a Saturday, Sunday or any other day on which banks in Toronto, Ontario are not open for business.

"**CCAA Proceedings**" has the meaning given thereto in the Recitals.

"**Claims**" has the meaning given thereto in Section 22.

"**Collateral**" means, in respect of a Person, all current or future assets, businesses, undertakings and properties of such Person, including real and personal property and all proceeds thereof.

"**Court**" has the meaning given thereto in the Recitals.

"**Court Order**" means any order of the Court in the CCAA Proceedings.

"**CRO**" means Reflect Advisors, LLC, in its capacity as chief restructuring officer of Paystone Inc.

"**Default**" means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

"**DIP Budget**" means the weekly financial projections prepared by the Borrowers covering the period to and including ●, 2026, on a weekly basis, together with any updates thereto from time to time as may be approved by the DIP Lender in its sole discretion, all of which shall be in form and substance acceptable to the DIP Lender (as to scope, detail and content). For greater certainty, for purposes of this Term Sheet, the DIP Budget shall include all supporting documentation provided in respect thereof to the DIP Lender.

"**DIP Credit Documents**" means this Term Sheet and all other security documents executed by the Borrower in connection with this Term Sheet.

“**DIP Facility**” has the meaning given thereto in Section 4.

“**DIP Lender**” has the meaning given thereto in Section 2.

“**DIP Lender Expenses**” has the meaning given thereto in Section 7.

“**DIP Lender’s Charge**” has the meaning given thereto in Section 6(a).

“**DIP Obligations**” means, collectively, all obligations owing by the Borrowers pursuant to this Term Sheet and the other DIP Credit Documents, including, without limitation, the principal amount of all Advances, all interest (including any PIK Interest), fees, costs, expenses, disbursements and DIP Lender Expenses.

“**Event of Default**” has the meaning given thereto in Section 20.

“**Existing Credit Agreement**” has the meaning given thereto in the Recitals.

“**Facility Amount**” has the meaning given thereto in Section 4.

“**Filing Date**” means June 5, 2026, being the date on which the CCAA Proceedings commenced.

“**Governmental Authority**” means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

“**Indemnified Persons**” has the meaning given thereto in Section 22.

“**Initial Advance**” has the meaning given thereto in Section 4.

“**Liens**” means all liens, hypothecs, charges, mortgages, trusts (including deemed, statutory and constructive trusts), encumbrances, security interests, and statutory preferences of every kind and nature whatsoever.

“**Material Contract**” means any contract, licence or agreement: (i) to which any Borrower is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of such Borrower; and (iii) which such Borrower cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

“**Maturity Date**” has the meaning given thereto in Section 10.

“**Monitor**” means AlixPartners Restructuring, Inc., in its capacity as Court-appointed monitor of the Borrowers in the CCAA Proceedings.

“**Order**” means an order of the Court, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“**Outside Date**” means August 31, 2026.

“**Permitted Liens**” means (i) the Permitted Priority Liens; (ii) the DIP Lender’s Charge; (iii) Liens existing prior to the Filing Date to the extent stayed pursuant to the ARIO; and (iv) inchoate statutory Liens arising after the Filing Date in respect of any amounts payable by a Borrower after the Filing Date in the ordinary course of business, subject to the obligation to pay all such amounts as and when due.

"**Permitted Priority Liens**" means the Administration Charge and the BNS Charge.

"**Permitted Variance**" means a negative variance of net cash flows of less than 15% on a cumulative basis for the period from the commencement of the DIP Budget to the last day of any relevant Testing Period, excluding any negative variance resulting solely from (i) higher-than-budgeted DIP Lender Expenses; or (ii) higher-than-budgeted fees and expenses of the Monitor and its counsel.

"**Person**" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"**PIK Interest**" has the meaning given thereto in Section 14.

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, plan of compromise or arrangement, proposal or other material transaction of, or in respect of, any Borrower or any material portion of its business, assets or obligations.

"**Sale Process**" means the sale process in respect of the Borrowers and their business and assets to be conducted in accordance with the Sale Process Order.

"**Sale Process Order**" means an Order of the Court in substantially the form attached as Schedule "D" hereto, and with any modifications as may be acceptable to the DIP Lender, acting reasonably, approving the Sale Process.

"**Senior Secured Credit Agreement**" has the meaning given thereto in the Recitals

"**Taxes**" has the meaning given thereto in Section 24.

"**Term Sheet**" has the meaning given thereto in the Recitals.

"**Testing Period**" has the meaning given thereto in Section 11.

"**Variance Report**" has the meaning given thereto in Section 11.

"**Withholding Taxes**" has the meaning given thereto in Section 24.

SCHEDULE "B"
FORM OF ADVANCE CONFIRMATION CERTIFICATE

TO: The DIP Lender

FROM: The Borrowers

DATE: ●, 2026

1. This certificate is delivered to you, as DIP Lender, in connection with a request for an Advance pursuant to the Term Sheet made as of ●, 2026 between the Borrowers and the DIP Lender, as amended, supplemented, restated or replaced from time to time (the "**Term Sheet**"). All defined terms used, but not otherwise defined in this certificate shall have the respective meanings set forth in the Term Sheet, unless the context requires otherwise.

2. The Borrowers hereby request an Advance as follows in respect of the week commencing on ●, 2026:

   Aggregate amount of Advance: $●

3. All of the representations and warranties of the Borrowers set forth in the Term Sheet are true and accurate in all material respects as at the date hereof, as though made on and as of the date hereof.

4. All of the covenants of the Borrowers contained in the Term Sheet and all other terms and conditions contained in the Term Sheet to be complied with by the Borrowers, not properly waived in writing by the DIP Lender, have been fully complied with.

7. No Default or Event of Default has occurred nor will any such event occur as a result of the Advance hereby requested.

[BORROWERS]

Per: ______________________________

Name:
Title:

I have authority to bind the corporation.

SCHEDULE “C”
DIP BUDGET

See attached.

Paystone Holdings Inc., Paystone Inc., Atom Growth Inc. and Atom Growth (USA), Inc. (collectively, the "**Applicants**")

Forecasted Statement of Cash Flow

For the Period Ending August 31, 2026

(Unaudited, $000's)

($CAD in 000's)			*SISP Start*						*Sale App.*	*Closing*		
Forecast Week	**Notes**	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Total**
Week ending	**[1]**	**3-Jul-26**	**10-Jul-26**	**17-Jul-26**	**24-Jul-26**	**31-Jul-26**	**7-Aug-26**	**14-Aug-26**	**21-Aug-26**	**28-Aug-26**	**31-Aug-26**	**10 Weeks**
Receipts												
Payment Processing Receipts	[2]	578	70	4,480	100	470	4,150	70	100	470	-	10,488
Other Receipts	[3]	374	370	520	200	370	360	370	200	370	-	3,134
Total Receipts		**952**	**440**	**5,000**	**300**	**840**	**4,510**	**440**	**300**	**840**	**-**	**13,622**
Disbursements												
Payroll & Benefits	[4]	116	-	680	-	510	-	510	-	510	-	2,326
Contractors	[5]	557	-	-	-	500	-	-	-	-	-	1,057
Commissions	[6]	45	240	40	40	40	240	40	40	40	-	765
Other Operating Expenses	[7]	166	285	455	185	178	185	185	185	185	-	2,009
Rent	[8]	7	-	-	-	7	-	-	-	-	-	14
Interest	[9]	-	-	-	-	-	-	-	-	-	-	-
Interchange Fees		-	-	3,629	-	-	3,362	-	-	-	-	6,990
Restructuring Professional Fees	[10]	47	1,175	247	247	247	247	236	236	235	-	2,918
Total Disbursements		**938**	**1,700**	**5,051**	**472**	**1,482**	**4,034**	**971**	**461**	**970**	**-**	**16,079**
Net Cash Flows		**14**	**(1,260)**	**(51)**	**(172)**	**(642)**	**476**	**(531)**	**(161)**	**(130)**	**-**	**(2,457)**
Cash												
Beginning Balance		645	659	800	800	800	800	1,276	800	800	800	645
Net Cash Flow		14	(1,260)	(51)	(172)	(642)	476	(531)	(161)	(130)	-	(2,457)
DIP Advances / (Repayments)	[11]	-	1,401	51	172	642	-	55	161	130	-	2,612
Ending Cash Balance		**659**	**800**	**800**	**800**	**800**	**1,276**	**800**	**800**	**800**	**800**	**800**
Less: Restricted Cash	[12]	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)	(600)
Less: Cash Collateral	[13]	-	-	-	-	-	-	-	-	-	-	-
Unrestricted Cash Balance		**59**	**200**	**200**	**200**	**200**	**676**	**200**	**200**	**200**	**200**	**200**

Notes to the Consolidated Cash Flow Forecast:

Note 1: The purpose of the projection is to present a cash flow forecast of the Applicants for the period June 29, 2026 to August 31, 2026 (the "Period") in respect of their proceedings under the Companies' Creditors Arrangement Act.

Note 2: Includes receipts from merchant settlers relating to payment processing. Assumes the Applicants' large monthly billing typically billed at the start of the month is billed in mid-July.

Note 3: Includes receipts related to the Company's gift card and reputation marketing services.

Note 4: Payroll & benefits include salaries, wages, remittances and employee benefits for salaried and part-time employees, paid bi-monthly.

Note 5: Contractors represent payments to third-party service providers and computer engineers engaged by the Company to support operations.

Note 6: Commissions represent payments to sales agents and partners for securing client contracts and generating new business.

Note 7: Disbursements related to software and other operating costs.

Note 8: Rent includes disbursements for the Company's sublease in London.

Note 9: Excludes payments of Sandton's scheduled monthly interest and principal of $825,000. Pursuant to the Amended and Restated Initial Order, the payment of principal and interest is currently prohibited, pending further order of the Court.

Note 10: Professional fees include fees paid to the Applicants' legal counsel, the Applicants' Chief Restructuring Officer, the Monitor, the Monitor's legal counsel, and legal counsel to Sandton Investments X (Luxembourg) S.à r.l. ("Sandton"), the Applicants' senior secured lender.

Note 11: Represents projected advances under the term sheet to be entered into between the Applicants and Sandton, subject to Court approval.

Note 12: $250,000 of these funds are held as a reserve in connection with the Applicants' billing and payment processing activities and are intended to support potential customer chargebacks, refunds and related adjustments. As a result, the funds are not available for general operating purposes. The remaining $350,000 relates to the wind-up reserve and priority payable amounts funded by the the principals of the Applicants.

Note 13: The Bank of Nova Scotia ("**BNS**"), Paystone's primary billing processor, advised that effective on or around July 1, 2026, it intends to cease providing billing services unless it receives sufficient security. BNS considers billing processing to be a credit product in respect of its potential chargeback exposure. As noted in the Monitor's fourth report to Court, the Applicants are seeking Court approval of a $5 million charge in favor of BNS over the Applicants' property, assets and undertakings, ranking in priority to all other charges with the exception of the Administration Charge. Until such time as the charge is approved, the Applicants intend to delay a significant portion of their monthly payment processing billing to customers until mid-July to minimize potential exposure to BNS.

SCHEDULE “D”
SALE PROCESS ORDER

See attached.

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 ●, 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.

SCHEDULE "A"

SALE AND INVESTMENT SOLICITATION PROCESS

(see attached)

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, review and evaluate each Qualified Bid and will, with the consent of Sandton (unless Qualified Bid(s) acceptable to the Monitor will repay in full in cash all DIP Facility Obligations and Senior Secured Obligations (as defined below)), (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 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, with the consent of Sandton (unless Qualified Bid(s) acceptable to the Monitor will repay in full in cash all DIP Facility Obligations and Senior Secured Obligations), 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, in lieu of the Monitor designating a Successful Bid in the SISP, 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.

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT
OF THOMAS GRAY, SWORN BEFORE ME
THIS 9TH DAY OF JULY, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

DIP FINANCING TERM SHEET

Dated as of July 9, 2026

WHEREAS, Paystone Holdings Inc., Paystone Inc., Atom Growth Inc. and Atom Growth (USA), Inc. (each a "**Borrower**" and collectively the "**Borrowers**") commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 5, 2026;

AND WHEREAS, the Court granted an amended and restated initial order dated June 15, 2026 (the "**ARIO**") in the CCAA Proceedings;

AND WHEREAS, the Borrowers are parties to that certain third amended and restated credit agreement made as of March 31, 2025 with the agent and lenders party thereto, as amended by a first amending agreement made as of April 21, 2025 and a second amending agreement made as of May 9, 2025 (as amended, the "**Existing Credit Agreement**");

AND WHEREAS, the Existing Credit Agreement (and all obligations thereunder) were purchased by the DIP Lender (as defined below) and assigned to the DIP Lender pursuant to that certain loan purchase agreement dated May 8, 2026 between the Borrowers, the lenders party to the Existing Credit Agreement and the DIP Lender, pursuant to which the DIP Lender, among other things, acquired all of the obligations owing by the Borrower pursuant to and in connection with the Existing Credit Agreement;

AND WHEREAS, the Existing Credit Agreement was further amended by a forbearance agreement made as of May 8, 2026 by and among the Borrowers and the DIP Lender (the Existing Credit Agreement, as so assigned and amended, the "**Senior Secured Credit Agreement**");

AND WHEREAS the Borrowers have requested, and the DIP Lender has agreed to provide, interim financing to the Borrowers during the CCAA Proceedings to (i) fund the undertaking of the Sale Process, pursuant to and in accordance with the Sale Process Order (each as defined below) and (ii) the working capital requirements of the Borrowers during the term of the Sale Process (as defined below), all in accordance with the DIP Budget (as defined below) and the terms of this DIP Financing Term Sheet (the "**Term Sheet**").

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1.	**BORROWERS:**	Paystone Holdings Inc., Paystone Inc., Atom Growth Inc. and Atom Growth (USA), Inc.
2.	**DIP LENDER:**	Sandton Investments X (Luxembourg) S.à.r.l. (the "**DIP Lender**")
3.	**DEFINED TERMS:**	Unless otherwise defined herein, capitalized words and phrases used in this Term Sheet have the meanings given thereto in Schedule "A". All references to dollars and "$" shall mean Canadian dollars.
4.	**FACILITY AMOUNT AND ADVANCES:**	A senior secured, superpriority, debtor-in-possession, interim, non-revolving credit facility (the "**DIP Facility**") up to a maximum principal amount of $2,600,000 (as such amount may be reduced from time to time pursuant to the terms hereof, the "**Facility Amount**"), subject to

SCHEDULE "A"
DEFINED TERMS

"**Administration Charge**" means the Administration Charge granted pursuant to the ARIO in the maximum aggregate amount of $950,000.

"**Advance**" has the meaning given thereto in Section 4.

"**Advance Conditions**" has the meaning given thereto in Section 6.

"**Advance Confirmation Certificate**" has the meaning given thereto in Section 4.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

"**ARIO**" has the meaning given thereto in the Recitals.

"**Borrower**" and "**Borrowers**" has the meaning given thereto in the Recitals.

"**BNS Charge**" means the BNS Charge granted pursuant to the ARIO in the maximum aggregate amount of $5,000,000, as security in favour of Bank of Nova Scotia, solely in its capacity as the Borrowers' account bank, against potential liabilities incurred as a result of chargebacks from the Borrowers' customers.

"**Business Day**" means any day other than a Saturday, Sunday or any other day on which banks in Toronto, Ontario are not open for business.

"**CCAA Proceedings**" has the meaning given thereto in the Recitals.

"**Claims**" has the meaning given thereto in Section 22.

"**Collateral**" means, in respect of a Person, all current or future assets, businesses, undertakings and properties of such Person, including real and personal property and all proceeds thereof.

"**Court**" has the meaning given thereto in the Recitals.

"**Court Order**" means any order of the Court in the CCAA Proceedings.

"**CRO**" means Reflect Advisors, LLC, in its capacity as chief restructuring officer of Paystone Inc.

"**Default**" means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

"**DIP Budget**" means the weekly financial projections prepared by the Borrowers covering the period to and including the week ending August 31, 2026, on a weekly basis, together with any updates thereto from time to time as may be approved by the DIP Lender in its sole discretion, all of which shall be in form and substance acceptable to the DIP Lender (as to scope, detail and content). For greater certainty, for purposes of this Term Sheet, the DIP Budget shall include all supporting documentation provided in respect thereof to the DIP Lender.

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 PAYSTONE HOLDINGS INC., PAYSTONE INC., ATOM GROWTH INC., and ATOM GROWTH (USA), INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings Commenced in Toronto

AFFIDAVIT OF THOMAS GRAY
(Sworn July 9, 2026)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Sean Zweig (LSO# 57307I)
Tel: (416) 777-6254
Email: ZweigS@bennettjones.com

Thomas Gray (LSO# 82473H)
Tel: (416) 777-7924
Email: GrayT@bennettjones.com

Jamie Ernst (LSO# 88724A)
Tel: (416) 777-7867
Email: ErnstJ@bennettjones.com

Lawyers for the Applicants