

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 27TH

JUSTICE DUNPHY

)

DAY OF AUGUST, 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

ASSIGNMENT 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, (i) assigning to 1001632600 Ontario Inc. (the “**Purchaser**”) all of the rights, title, interest and obligations of the Applicants under the Assigned Contracts (as defined below), as contemplated by an asset purchase agreement (the “**APA**”) between the Applicants, as sellers, and the Purchaser, as purchaser, dated August 18, 2026, and approved by this Court by an approval and vesting order dated August 27, 2026 (the “**AVO**”); and (ii) approving the sealing of Confidential Exhibit “1” (the “**Confidential Exhibit**”) to the Affidavit of Abdullah Saab sworn August 22, 2026 (the “**Saab Affidavit**”), was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion, the Fifth Report of the Monitor dated August 21, 2026 (the “**Fifth Report**”), and the Saab Affidavit, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, counsel for Sandton Investments X (Luxembourg) S.à r.l. and counsel for those other parties appearing as indicated on the counsel slip, and no one else appearing for any other person on the service list, although duly served as appears from the lawyers’ 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 Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the APA or AVO, as applicable.

ASSIGNMENT OF ASSIGNED CONTRACTS

3. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate pursuant to the AVO:

- (a) all of the rights, title, interest, and obligations of the Applicants under the contracts, set forth in Schedule "1" of the Monitor's Certificate, including all associated or related agreements, schedules, appendices, addenda, amendments, supplements, restatements, or other modifications made or entered into from time to time (each an "**Assigned Contract**" and collectively, the "**Assigned Contracts**") shall be assigned, conveyed, and transferred to and assumed by the Purchaser pursuant to section 11.3 of the CCAA and such assignment is valid and binding upon all of the counterparties to the respective Assigned Contracts notwithstanding any restriction or prohibition, if any, contained in any such Assigned Contract relating to the assignment thereof, including but not limited to, provisions, if any, relating to a change of control or requiring the consent of or notice for any period in advance of the assignment to any party to any such Assigned Contract; and
- (b) the Assigned Contracts shall remain in full force and effect and each counterparty to an Assigned Contract shall be prohibited from exercising any rights or remedies under such Assigned Contract and shall be forever barred, enjoined, and estopped from taking any such action (including, without limitation, any right of set off against the Purchaser in respect of defaults having occurred before the Closing Time) solely by reason of:
 - (i) any defaults arising from the insolvency of the Applicants;

- (ii) the commencement of these CCAA proceedings;
- (iii) any defaults and/or recapture rights arising from the assignment of the Assigned Contracts to the Purchaser; and
- (iv) the Applicants having breached a non-monetary obligation under an Assigned Contract, except to the extent such non-monetary breach continues after the delivery of the Monitor's Certificate;

and the counterparties under their respective Assigned Contracts are hereby deemed to waive any and all defaults or events of default relating thereto and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assigned Contract shall be deemed to have been rescinded and of no further force or effect. For greater certainty and without limiting the generality of the foregoing, no counterparty to an Assigned Contract shall be permitted to rely on a notice of default, or notice of termination sent to the Applicants prior to the filing of the Monitor's Certificate as grounds for terminating or seeking relief or damages against the Purchaser under any Assigned Contract.

4. **THIS COURT ORDERS** that only the Assigned Contracts set out in: (a) Schedule "A" to this Order; and (b) the Confidential Exhibit, may be included in Schedule "1" to the Monitor's Certificate. If an Assigned Contract is removed from the Purchased Assets prior to Closing and is not included in Schedule "1" to the Monitor's Certificate, each with the prior written consent of the Monitor, such contract shall cease to be an Assigned Contract for purposes of this Order. The assignment of each Assigned Contract pursuant to this Order shall not be effective unless the applicable contractual counterparties to such Assigned Contract have received notice of the proposed assignment in the manner described in the Fifth Report.

5. **THIS COURT ORDERS** that the assignment of the Assigned Contracts shall be subject to the terms of the AVO and the Applicants' right, title, and interest in and to the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Claims, including any Encumbrances other than the Permitted Encumbrances in accordance with the terms of the AVO.

6. **THIS COURT ORDERS** that no Assigned Contract may be assigned hereunder unless all amounts owing in respect of monetary defaults under the Assigned Contract, other than those arising by reason only of the Applicants' insolvency, the commencement of these CCAA proceedings, or the Applicants' failure to perform a non-monetary obligation, are paid to the applicable counterparty or a consensual resolution is reached in respect of such amounts on or by the Closing Date, or such later date as may be agreed to by the applicable Purchaser and the applicable counterparty under the Assigned Contract on prior written notice to the Monitor.

7. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate contemplated by the AVO, except as expressly set out to the contrary in any agreement among the Applicants, the Purchaser and the applicable counterparty under the Assigned Contract, the Purchaser shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.

8. **THIS COURT ORDERS** that notwithstanding anything contained in this Order and subject to paragraph 4 hereof, nothing shall derogate from the obligations of the Purchaser to assume the Assigned Contracts and to perform the Purchaser's obligations under the Assigned Contracts, and save as specifically set out in this Order, nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of any of the Assigned Contracts, except as expressly set out to the contrary in any agreement among the Applicants, the Purchaser and the applicable counterparty under the Assigned Contract.

9. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered to take such actions as it deems necessary or appropriate in the circumstances to assist the Applicants in the assignment and transfer of the Assigned Contracts.

10. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Assigned Contracts in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING ORDER

11. **THIS COURT ORDERS** that the Confidential Exhibit is hereby sealed and shall not form part of the public record, subject to further order of this Court sought on not less than seven (7) days' notice to the Purchaser and, provided it has not been discharged, the Monitor.

MISCELLANEOUS

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

 Digitally signed
by Sean Dunphy
Date: 2026.08.27
16:10:19 -04'00'

Schedule A
Assigned Contracts

No.	Agreement Counterparty	Description of Agreement	Cure Costs (CAD\$)
1.	6Sense Insights, Inc.	Order Form No. 40703 dated as of September 24, 2025 between 6sense and Paystone Inc., for 6sense Hosted Services (SaaS), including Sales Intelligence Licenses, for the period September 24, 2025 to September 23, 2026, as may have been amended, supplemented or restated from time to time.	Nil
2.	Accounting Seed, Inc.	Sales Contract (Quote #Q-03926-5) dated February 23, 2024 between Accounting Seed, Inc. and predecessor entity Zomaron Inc., for the Accounting Seed Financial Suite Platform and related user licenses, for a 36-month term commencing February 23, 2024, as may have been amended, supplemented or restated from time to time.	Nil
3.	AgileBits, Inc. - 1Password	Order Form No. Q-46830 dated February 14, 2024 between AgileBits Inc. (dba 1Password) and NiceJob, for 1Password Business licenses (185 users), for the period February 15, 2024 to February 14, 2025, as may have been amended, supplemented or restated from time to time.	Nil
4.	Airslate, Inc.	Order Form dated July 13, 2021 between airSlate, Inc. and Paystone, for an annual airSlate Business Cloud subscription, as may have been amended, supplemented or restated from time to time.	Nil
5.	Anycard	All agreements between any of the Applicants and Anycard or its related entities.	Nil
6.	Asana	Order Form (Contract ID MMG-100625) dated October 6, 2025 between Murray Media Group Inc. (Cirface) and Paystone Inc., for Asana Advanced subscription licenses (150 end users), for the period October 8, 2025 to October 7, 2026, as may	Nil

		have been amended, supplemented or restated from time to time.	
7.	Bambora	All agreements between any of the Applicants and Bambora (aka world line/ shift4) or its related entities.	Nil
8.	Blackhawk	All agreements between any of the Applicants and Blackhawk or its related entities.	Nil
9.	CyberGuard Advantage	Statement of Work for services dated May 7, 2026 (executed May 25, 2026) between CyberGuard Advantage, LLC, CyberGuard Compliance, LLP and JPJ & Company CPAs, LLP (including affiliate Control Gap Inc.) and Paystone Inc., governed by the parties' Terms and Conditions Agreement effective May 7, 2026, for a SOC 2 Readiness Assessment and SOC 2 Type 1/Type 2 Audits (multi-year fixed-fee option, scoped to DataCandy), as may have been amended, supplemented or restated from time to time.	Nil
10.	Databricks Inc.	Order Form (Quote #Q-68642) dated as of October 2, 2025 between Databricks, Inc. and Paystone Inc., entered into under Databricks' Master Cloud Services Agreement, for Databricks platform services and related usage commitments, for the period November 1, 2025 to October 31, 2027, as may have been amended, supplemented or restated from time to time.	Nil
11.	Dialpad, Inc.	Service Order (Quote #Q-334056) dated June 19, 2024 between Dialpad, Inc. and Paystone, for Dialpad Contact Center Advanced and related subscription services, for the period June 19, 2024 to April 8, 2027, as may have been amended, supplemented or restated from time to time.	Nil
12.	DocuSign, Inc.	Order Form (Quote #Q-01409800) dated January 26, 2024 between DocuSign, Inc. and Paystone, for DocuSign subscription services, for the period January 26, 2024 to January 25,	Nil

		2027, as may have been amended, supplemented or restated from time to time.	
13.	Dreamdata.io ApS	Enterprise Renewal Order Form dated March 13, 2025 (signed March 27, 2025) between Dreamdata.io ApS and Paystone Inc., for Dreamdata Enterprise Services, for the period April 1, 2025 to March 31, 2026, as may have been amended, supplemented or restated from time to time.	Nil
14.	Elavon Financial Services Ltd	Member Service Provider Sales and Service Agreement for MasterCard, Visa and Other Payment Networks dated October 26, 2009 among Elavon Canada Company, U.S. Bank, National Association and predecessor entity Zomaron Inc., as may have been amended, supplemented or restated from time to time.	\$3,575,777.60
15.	EPNA	All agreements between any of the Applicants and EPNA or its related entities.	Nil
16.	FDGL Financial Operations Group	Assignment and Assumption Agreement effective August 20, 2022 among Canadian Payment Services LLC (as assignor), Paystone Inc. (as assignee) and First Data Global Leasing (as consenting party), assigning to Paystone Inc. all rights and obligations under the Equipment Lease Origination Agreement dated February 2, 2011, as may have been amended, supplemented or restated from time to time.	Nil
17.	First Data Canada Ltd	Marketing Agreement dated as of October 16, 2012 between predecessor entity Zomaron Inc. and First Data Loan Company, Canada, relating to the marketing of First Data's Bank Card Merchant Program, as may have been amended, supplemented or restated from time to time.	Nil
18.	First Data USA / Fiserv	Marketing Agreement between NMI (as acquired by Paystone) and First Data Loan Company, USA, relating to the marketing of First Data's Bank Card Merchant Program, as	Nil

		may have been amended, supplemented or restated from time to time.	
19.	Fivetran Inc	Service Order Form dated October 28, 2022 between Fivetran Inc. and Paystone Inc., for the Standard data replication service plan, for the period October 28, 2022 to October 27, 2023, as may have been amended, supplemented or restated from time to time.	Nil
20.	Fund Stream Inc.	All agreements between any of the Sellers and Fund Stream Inc.	Nil
21.	Global Payments Canada GP	Merchant Services Agreement dated as of June 30, 2005 between Global Payments Direct, Inc. and POS West Ltd. (assumed by Paystone Inc.), as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment (March 22, 2016), and as each may have been further amended, supplemented or restated from time to time.	Nil
22.	Hubspot Inc - ac	HubSpot subscription order (Order #11323067, Account #2132802, Hub ID 44976588) placed July 25, 2025 on behalf of Paystone, for Content Hub Professional and related HubSpot services, for the 12-month commitment period July 30, 2025 to July 29, 2026, as may have been amended, supplemented or restated from time to time.	Nil
23.	I24 image.com	Call Management Services Agreement dated November 12, 2020 between Metro-Montreal Communications Inc. (i24) and Paystone Inc., for call management (answering) services, as may have been amended, supplemented or restated from time to time.	Nil
24.	Incomm	All agreements between any of the Applicants and Incomm or its related entities.	Nil
25.	Intercom R&D Unlimited Company	Order Form (Quote #Q-153895) dated November 11, 2025 between Intercom R&D Unlimited Company and Paystone, for Intercom subscription services, for a 12-	Nil

		month subscription term commencing November 29, 2025, as may have been amended, supplemented or restated from time to time.	
26.	JazzHR - 001	Renewal-options email dated on or about July 2023 from JazzHR regarding Paystone's subscription renewal, electing a 12-month term at USD \$359/month, with the renewed term referenced as commencing on or about July 2024, as may have been amended, supplemented or restated from time to time.	Nil
27.	JumpCloud Inc.	Quote (Q-170695-1) dated August 1, 2025 between JumpCloud Inc. and predecessor entity Zomaron Inc., for the JumpCloud Platform Package (250 users), for a 12-month term commencing October 1, 2025, as may have been amended, supplemented or restated from time to time.	Nil
28.	KEEP	Referral Partner Agreement dated April 16, 2026.	Nil
29.	KNOWBE4	Quote (Q-1494201) dated January 5, 2026 between KnowBe4 and Paystone, for the KnowBe4 Security Awareness Training Subscription (Diamond level, 213 users), for a 12-month term, as may have been amended, supplemented or restated from time to time.	Nil
30.	Leapsome GmbH	Quote dated October 28, 2025 between Leapsome and Atom Growth Inc. (Paystone), for Leapsome Reviews, Surveys, Goals, Learning and HRIS Early Access services (210 users), for a 24-month term commencing February 3, 2026, as may have been amended, supplemented or restated from time to time.	Nil
31.	Leaseweb Canada Inc. - IWEB TECHNOLOGIES	Service Order (Colocation Space, Sale ID 198306, Client ID 173602) dated May 21, 2020 between iWeb Technologies Inc. and DataCandy, for private rack colocation and related hosting services, as may have been amended, supplemented or restated from time to time.	Nil

32.	Magentrix Corporation - ac	Order Form #4133 dated September 26, 2023 between Magentrix and Paystone Inc., for Magentrix PRM Advanced Partner Portal subscriptions (1,000 partner users / 15 employee users) covering Year 1 and Year 3 terms, as may have been amended, supplemented or restated from time to time.	Nil
33.	Merchant Growth	Referral Partner Agreement dated April 16, 2026.	Nil
34.	Moolah	All agreements between any of the Applicants and Moolah or its related entities.	Nil
35.	NMI	New Gateway Account Partner Registration / Gateway Proposal dated September 20, 2012 between Network Merchants, Inc. (NMI) and Canadian Payment Services, LLC, for payment gateway services, as may have been amended, supplemented or restated from time to time.	Nil
36.	Nord Security Inc.	Quote and Insertion Order for Nord Security Services dated June 9, 2026 between Nord Security Inc. and Paystone, for Nord Security / NordLayer services, as may have been amended, supplemented or restated from time to time.	Nil
37.	Nuvei	All agreements between any of the Applicants and Nuvei or its related entities.	Nil
38.	Outreach Corporation	Outreach Master Service Agreement Order Form (Quote #Q221906) dated November 5, 2025 between Outreach Corporation and Paystone, renewing Outreach subscription services for the period March 31, 2027 to March 31, 2028, as may have been amended, supplemented or restated from time to time.	Nil
39.	Paysafe Group Limited	Partner Payment Processing Agreement dated April 10, 2023 between Paysafe Merchant Services Inc. and Paystone Inc., for the provision of payment gateway, settlement, onboarding and acquisition services, as may	Nil

		have been amended, supplemented or restated from time to time.	
40.	Pax Canada / Paxstore	All agreements between any of the Applicants and Pax Canada / Paxstore or their related entities.	Nil
41.	Payzli	All agreements between any of the Applicants and Payzli or their related entities.	Nil
42.	Pendo.io, Inc.	Order Form (Quote #Q-89567) dated June 17, 2025 between Pendo.io and Paystone Technologies, for the Pendo Platform Core Bundle (Analytics, Guides Pro, Session Replay, SAML, Intercom Integration) and related subscription services, for the period June 30, 2025 to June 29, 2027, as may have been amended, supplemented or restated from time to time.	Nil
43.	PSP Services Inc.	All agreements between any of the Applicants and PSP Services (formerly Everlink) or their related entities.	Nil
44.	Qlik	Order Form (Quote #Q-608008) dated May 19, 2026 between QlikTech Corporation and DataCandy Software Inc., a renewal under the parties' Qlik Customer Agreement/License Agreement executed May 22, 2022, for Talend Data Stewardship, Data Integration and Data Preparation On-Premise subscriptions, for a 12-month term commencing May 22, 2026, as may have been amended, supplemented or restated from time to time.	Nil
45.	Revolution	All agreements between any of the Applicants and Revolution or their related entities.	Nil
46.	Salesforce.com Canada Corporation	Order Form (Quote #Q-07760671) dated February 1, 2024 between Salesforce.com Canada Corporation and Paystone, for Salesforce subscription services, for the period February 1, 2024 to January 31, 2027, as may have been amended, supplemented or restated from time to time.	Nil

47.	Softchoice LP	Quote (Q-2659419) dated January 8, 2026 between Softchoice LP and Paystone Inc., for Aurora Endpoint Defense devices and onboarding services (230 units), for the period January 8, 2026 to January 7, 2027, as may have been amended, supplemented or restated from time to time.	Nil
48.	Stripe	Stripe Services Fee Schedule effective October 10, 2022 between Stripe Payments Canada, Ltd. and NiceJob Inc., entered into under the Stripe Services Agreement, for an initial term of 24 months, as may have been amended, supplemented or restated from time to time.	Nil
49.	TeamViewer Germany GmbH	TeamViewer Tensor subscription (Invoice R04277929, Sales Order 006710798) dated December 15, 2025 between TeamViewer Germany GmbH and POS West Ltd., for the subscription period December 15, 2025 to December 14, 2026, as may have been amended, supplemented or restated from time to time.	Nil
50.	TRG Canada	Statement of Work dated December 18, 2024 between Technology Recovery Group Ltd. (TRG) and Paystone, entered into under and governed by the parties' underlying services agreement, for point-of-sale deployment services, as may have been amended, supplemented or restated from time to time.	Nil
51.	ZAPIER Inc	Annual Quote (Reference 20231113-122955754) dated November 13, 2023 between Zapier and Paystone, for the Team 200K Annual subscription plan, as may have been amended, supplemented or restated from time to time.	Nil
52.	Customer and partner agreements listed in the Confidential Exhibit		Nil

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

Court File No: CL-26-00000261-0000

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

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

ASSIGNMENT ORDER

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Mary Paterson (LSO# 51572P)

Tel: 416.862.4924

Email: mpaterson@osler.com

Tiffany Sun (LSO# 84440N)

Tel: 416.862.4932

Email: tsun@osler.com

Lawyers for the Monitor