IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC.,[1] Debtor.	Chapter 11 Subchapter V Case No. 25-10669 (BLS)

APPLICATION OF DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE APPOINTMENT OF OMNI AGENT SOLUTIONS, INC. AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The above-captioned debtor and debtor in possession (the "Debtor") respectfully states as follows in support of this application (the "Application"):

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over this Chapter 11 Case, the Debtor, property of the Debtor's estate, and these matters under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtor consents to the entry of a final judgment or order with respect to this Application if it is determined that this Court, absent consent

[1] The Debtor in this Chapter 11 Case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's corporate headquarters is located at: 380 Portage Ave, Palo Alto, CA 94306.

of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of this Chapter 11 Case in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section 156(c) of the Bankruptcy Code, Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Local Rule 2002-1(e) and the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)* (the "Claims Agent Protocol"), instituted by the Office of the Clerk of this Court (the "Clerk") on February 1, 2012.

GENERAL BACKGROUND

5. On April 7, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code as a debtor defined in Bankruptcy Code section 1182(1) and elected to proceed under Subchapter V of chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act, as amended (the "SBRA").

6. The Debtor is operating its business and managing its property as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made, and no official committees have been appointed in this Chapter 11 Case.

7. Information about the Debtor's business and the events leading to the commencement of this chapter 11 case can be found in the *Declaration of Arjun Thyagarajan in Support of the Debtor's Chapter 11 Petition, First Day Motions and Related Filings* (the "First

Day Declaration"), filed contemporaneously with this Application, which is incorporated herein by reference.[2]

RELIEF REQUESTED

8. By this Application, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), appointing Omni Agent Solutions, Inc. ("Omni") to act as its claims and noticing agent in this Chapter 11 Case (the "Claims and Noticing Agent"), effective as of the Petition Date, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in this Chapter 11 Case.

9. The facts supporting this Application are set forth in the Declaration of Paul H. Deutch, Executive Vice President of Omni, attached hereto as **Exhibit B** (the "Deutch Declaration"). The terms of Omni's proposed retention are set forth in the Engagement Agreement, a copy of which is attached hereto as **Exhibit C** (the "Engagement Agreement"). Notwithstanding the terms of the Engagement Agreement, the Debtor is seeking to retain Omni solely on the terms set forth in the Proposed Order.

10. By separate application, the Debtor will seek authorization to retain and employ Omni as administrative agent in this Chapter 11 Case pursuant to section 327(a) of the Bankruptcy Code if the administration of this Chapter 11 Case will require Omni to perform duties outside the scope of 28 U.S.C. § 156(c).

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration.

OMNI'S QUALIFICATIONS AND THE NEED FOR OMNI'S SERVICES

11. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of large chapter 11 cases, and experience in matters of this size and complexity. Omni has acted as debtors' claims and noticing agent and/or administrative agent in many large bankruptcy cases in this district and in other districts nationwide. *See*, *e.g.*, *In re Go Lab, Inc*., No. 25-10557 (KBO) (Bankr. D.Del. Mar. 25, 2025); *In re Wynne Transportation Holdings, LLC*, No. 25-10027 (KBO) (Bankr . D. Del. Jan. 10, 2025); *In re Ligado Networks, LLC*, No. 25-10006 (TMH) (Bankr. D. Del. Jan. 5, 2025); *In re First Mode, Holdings, Inc.*, No. 24-12794 (KBO) (Bankr. D. Del. Dec. 15, 2024); *In re True Value Company, L.L.C.*, No. 24-12337 (KBO) (Bankr. D. Del. Oct. 14, 2024); *In re Accuride Corporation*, No. 24-12289 (JKS) (Bankr. D. Del. Oct. 9, 2024); *In re Jordan Health Products I, Inc*., No. 24-12271 (TMH) (Bankr. D. Del. Oct. 8, 2024); *In re Edgio, Inc.*, No. 24-11985 (KBO) (Bankr. D. Del. Sept. 9, 2024); *In re Vyaire Medical, Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. June 9, 2024); *In re Never Slip Holdings, Inc.*, No. 24-10663 (LSS) (Bankr. D. Del. Apr. 1, 2024); *In re Sunlight Financial Holdings, Inc.*, No. 23-11794 (MFW) (Bankr. D. Del. Nov. 1, 2023); *In re UpHealth Holdings, Inc.*, No. 23-11476 (LSS) (Bankr. D. Del. Oct. 24, 2023); *In re Desolation Holdings, LLC*, No. 23-10597 (BLS) (Bankr. D. Del. May 10, 2023); *In re Lannett Co., Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 5, 2023); *In re Lincoln Power, LLC*, No. 23-10382 (LSS) (Bankr. D. Del. Apr. 3, 2023); *In re Independent Pet Partners Holdings, LLC*, No. 23-10153 (LSS) (Bankr. D. Del. Feb. 5, 2023); *In re Performance Powersports Group Investor*, *LLC*, 23-10047 (LSS) (Bankr. D. Del. Jan. 18, 2023); *In re Vesta Holdings, LLC*, No. 22-11019 (LSS) (Bankr. D. Del. Nov. 1, 2022); *In re*

Kabbage, Inc. d/b/a KServicing, No. 22-10951 (CTG) (Bankr. D. Del. Oct. 6, 2022); *In re Gold Standard Baking, LLC*, No. 22-10559 (JKS) (Bankr. D. Del. June 23, 2022).[3] Omni will follow procedures that conform to applicable guidelines promulgated by the Clerk of the Court and the Judicial Conference, and as may be entered by the Court's order.

12. The appointment of Omni as the Claims and Noticing Agent in this Chapter 11 Case will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of this Chapter 11 Case, and relieve the Clerk, the Debtor, and its retained professionals of numerous administrative burdens. The Debtor believes that the appointment of Omni as the Claims and Noticing Agent will serve to maximize the value of the Debtor's estate for the benefit of all stakeholders.

SCOPE OF SERVICES

13. This Application pertains only to the services to be performed by Omni under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(e). Any services to be performed by Omni that are set forth in the Engagement Agreement but are outside of the scope of 28 U.S.C. § 156(c) are not covered by this Application. Specifically, in its role as the Claims and Noticing Agent, to the extent requested by the Debtor, Omni will perform the following tasks (together with the quality control relating thereto, the "Claims and Noticing Services"):

a. prepare and serve required notices and documents in this Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of this Chapter 11 Case and the initial meeting of creditors, if any, under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, if necessary, (iii) notices of transfers of

[3] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtor's proposed counsel.

claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement or confirmation of the Debtor's chapter 11 plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this Chapter 11 Case;

b. if necessary, maintain an official copy of the Debtor's schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;

c. maintain (i) a list of all potential creditors, equity holders, and other parties in interest, and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; and update and make said lists available upon request by a party in interest or the Clerk's Office;

d. if necessary, furnish a notice to all potential creditors of the last date for filing proofs of claim and, if necessary, a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

e. maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

f. for all notices, applications, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk's Office an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate, (iii) the manner of service, and (iv) the date served;

g. process all proofs of claim received, if any, including those received by the Clerk's Office, check processing for accuracy, and maintain the original proofs of claim in a secure area;

h. provide an electronic interface for filing proofs of claim;

i. (i) maintain the official claims register for the Debtor (the "Claims Register") on behalf of the Clerk's Office on a case specific website; (ii) upon the Clerk's Office's request, provide the Clerk's Office with certified, duplicate unofficial Claims Registers; and (iii) specify in the Claims Register the following information for each claim docketed: (A) the claim number assigned, (B) the date received, (C) the name and address of the claimant and agent, if applicable, who filed the claim, (D) the amount asserted, (E) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), (F) the applicable Debtor, and (G) any disposition of the claim;

j. implement necessary security measures to ensure the completeness and integrity of the Claims Register, if any, and the safekeeping of the original claims;

k. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

l. relocate, by messenger or overnight delivery, all of the proofs of claim filed directly with the Court to Omni's offices, not less than weekly;

m. upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk's Office copies of the Claims Register for the Clerk's Office's review (upon the Clerk's Office's request);

n. monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

o. identify and correct any incomplete or incorrect addresses in any mailing or service lists;

p. assist in the dissemination of information to the public and respond to requests for administrative information regarding this Chapter 11 Case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

q. if this Chapter 11 Case are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three days of notice to Omni of entry of the order converting this Chapter 11 Case;

r. 30 days prior to the close of this Chapter 11 Case, to the extent practicable, request that the Debtor submits to the Court a proposed order dismissing

Omni and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of this Chapter 11 Case; and

s. within 7 days of notice to Omni of entry of an order closing this Chapter 11 Case, provide to the Court the final version of the Claims Register as of the date immediately before the close of this Chapter 11 Case.

14. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Omni.

COMPENSATION

15. The Debtor is proposing to compensate Omni for the Claims and Noticing Services in accordance with the Engagement Agreement and the rate structure specified therein. The Debtor requests that the undisputed fees and expenses incurred by Omni in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtor's estate pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(l)(A) and paid in the ordinary course of business without further application to or order of the Court.

16. Omni agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), the Subchapter V Trustee, counsel for the Debtor, counsel for any official committee(s) appointed in this Chapter 11 Case, and any party in interest that specifically requests service of such monthly invoices. If any dispute arises relating to the monthly invoices or the Engagement Agreement, the parties shall meet and confer in a good-faith effort to resolve the dispute. If a consensual resolution is not achieved, the parties may seek resolution from the Court.

17. Prior to the Petition Date, the Debtor provided Omni a retainer in the amount of $10,000 (the "Retainer"). Omni seeks to apply the Retainer first to unpaid prepetition invoices, if any. After the Debtor replenishes the Retainer to its original amount, in accordance with the Engagement Agreement, Omni will hold the Retainer during this Chapter 11 Case as security for the payment of its postpetition fees and expenses.

18. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed, subject to certain exceptions, to indemnify, defend and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents, under certain circumstances specified in the Engagement Agreement, except in circumstances resulting from Omni's gross negligence, willful misconduct, or fraud, or as otherwise provided in the Engagement Agreement or the Proposed Order. The Debtor believes that such indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in Chapter 11 Case.

OMNI'S DISINTERESTEDNESS

19. Although the Debtor does not propose to employ Omni under section 327 of the Bankruptcy Code, Omni has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and other parties in interest identified by the Debtor to-date. Omni has represented to the Debtor that, to the best of its knowledge, and except as set forth in the Deutch Declaration, neither Omni nor any of its employees have any relationship with the Debtor or any party in interest in this Chapter 11 Case that would impair Omni's ability to serve as its Claims and Noticing Agent. As described in the Deutch Declaration, to the extent that Omni or its personnel have, or may have had, relationships with certain of the Debtor's creditors, Omni has represented to the Debtor that those relationships are unrelated to this Chapter 11 Case.

20. According to the Deutch Declaration, Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and used in section 327(a) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Omni and its personnel:

a. are not creditors, equity security holders, or insiders of the Debtor;

b. are not, and were not, within two years before the date of the filing of this Chapter 11 Case, directors, officers, or employees of the Debtor; and

c. do not have an interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor.

21. Furthermore, according to the Deutch Declaration:

a. Omni will not consider itself employed by the United States government in its capacity as Claims and Noticing Agent and will not seek any compensation from the United States government in such capacity;

b. by accepting employment in this Chapter 11 Case, Omni waives any right to receive compensation from the United States government in connection with this Chapter 11 Case;

c. in its capacity as Claims and Noticing Agent, Omni will not be an agent of the United States and will not act on behalf of the United States;

d. Omni will not employ any past or present employees of the Debtor in connection with its work as Claims and Noticing Agent in this Chapter 11 Case;

e. in its capacity as Claims and Noticing Agent in this Chapter 11 Case, Omni will not intentionally misrepresent any fact to any person;

f. Omni will be under the supervision and control of the Clerk's office with respect to the receipt and recordation of proofs of claim and claim transfers;

g. Omni will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

h. none of the services provided by Omni as Claims and Noticing Agent in this Chapter 11 Case will be at the expense of the Clerk's office.

22. Omni will supplement its disclosures to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

23. This Application complies with the Claims Agent Protocol and substantially conforms to the standard application in use in this Court. To the extent that there is any inconsistency between this Application, the Proposed Order, and the Engagement Agreement, the Order, as entered, will govern.

BASIS FOR RELIEF

24. The Court is permitted to appoint Omni as Claims and Noticing Agent in this Chapter 11 Case. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

25. Further, section 105(a) of the Bankruptcy Code provides, in pertinent part, as follows:

> The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a).

26. Moreover, Bankruptcy Rule 2002, which regulates notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(e) provides that "[t]he Court may at the First Day Hearing authorize the retention of a claims and noticing agent . . . under 28 U.S.C. § 156(c) on motion" in conformity with Local Form 134. Del. Bankr. L.R. 2002-1(e).

27. In view of the substantial number of parties receiving notice in this Chapter 11 Case and the significant number of anticipated claimants, the Debtor submits that the appointment of Omni as Claims and Noticing Agent is necessary and in the best interests of the Debtor and its estate and will serve to maximize the value of the Debtor's estate for the benefit of all stakeholders.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

28. In accordance with the Debtor's request, Omni has agreed to serve as Claims and Noticing Agent on and after the Petition Date with the assurance that the Debtor would seek approval of its employment and retention, effective as of the Petition Date, so that Omni can be compensated for its services rendered on and after the Petition Date but prior to the Court's approval of this Application. The Debtor believes that no party in interest will be prejudiced by this because Omni has provided and continues to provide valuable services to the Debtor's estate during the interim period.

29. Accordingly, the Debtor respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Omni as Claims and Noticing Agent, effective as of the Petition Date.

THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED

30. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. For the reasons stated herein, the relief requested herein is integral to the Debtor's ability to administer its Chapter 11 Cases and, ultimately, maximize the value of its estate for the benefit of all stakeholders. Failure to obtain the requested relief during the first 21 days of this Chapter 11 Case would severely disrupt the administration of this Chapter 11 Case. Accordingly, the Debtor submits that it has satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and that the relief requested should be granted immediately.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

31. To implement the foregoing successfully, the Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

NOTICE

32. Notice of this Application will be provided to the following parties or their respective counsel: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the twenty (20) largest unsecured claims against the Debtor; (c) the Subchapter V Trustee; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the state attorney general for California; (h) the Debtor's Banks; and (i) any party that requests service pursuant to Bankruptcy Rule 2002. Given that this Application seeks "first day" relief, within forty-eight (48) hours of the entry of an order granting this Application, the Debtor will serve copies of this Application and

any order entered with respect to this Application as required by Local Rule 9013-1(m). The Debtor respectfully submits that, in light of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court grant the relief requested in this Application and such other and further relief as is just and proper.

Dated: April 9, 2025

[/s/ Arjun Thyagarajan]
Arjun Thyagarajan
Chief Executive Officer

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC.,[1] Debtor.	Chapter 11 Subchapter V Case No. 25-10669 (BLS) **Re: D.I. _____**

ORDER (I) AUTHORIZING AND APPROVING THE APPOINTMENT OF OMNI AGENT SOLUTIONS, INC. AS CLAIMS AND NOTICING AGENT AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the above-captioned debtor and debtor in possession (the "Debtor") for the entry of an order (this "Order"), (a) authorizing the Debtor to appoint Omni Agent Solutions, Inc. ("Omni") as claims and noticing agent (the "Claims and Noticing Agent") effective as of the Petition Date to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in this Chapter 11 Case, and (iii) provide such other administrative services, as required by the Debtor, that would fall within the purview of services to be provided by the Clerk's Office, and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Deutch Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having

[1] The Debtor in this Chapter 11 Case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's corporate headquarters is located at: 380 Portage Ave, Palo Alto, CA 94306.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Application and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT,

1. The Application is granted as set forth herein.

2. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is granted solely on the terms set forth in this Order.

3. The Debtor is authorized, pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(e) to retain Omni as Claims and Noticing Agent, effective as of the Petition Date, under the terms of the Engagement Agreement.

4. Omni is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this Chapter 11 Case (if any), and all related tasks, all as described in the Application (collectively, the "Claims and Noticing Services").

5. Omni shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim (if any) filed in this Chapter 11 Case and is authorized and directed to maintain an official claims registers for the Debtor, to provide public access to every proof of claim at no charge unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

6. Omni is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim (if necessary).

7. Omni is authorized to take such other action to comply with all duties set forth in the Application and this Order.

8. Omni shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

9. The Debtor is authorized to compensate Omni in accordance with the terms of the Engagement Agreement upon receipt of reasonably detailed invoices setting forth the services provided by Omni and the rates charged for each, and to reimburse Omni for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation without the need for Omni to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Omni under this Order shall be an administrative expense of the Debtor's estate.

11. Omni may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Omni may hold its retainer under the Engagement Agreement during this Chapter 11 Case as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtor shall indemnify each Indemnified Party (as defined in the Engagement Agreement) under the terms of the Engagement Agreement, subject to the following modifications:

a. The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtor shall have no obligation, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Party's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of the Indemnified Party's contractual obligations if the Court determines that indemnification contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this Chapter 11 Case, the Indemnified Party believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Party must file an application therefor in this Court, and the Debtor may not pay any such amounts to the Indemnified Party before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Party for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify the Indemnified Party. All parties in interest shall retain the right to object to any demand by the Indemnified Party for indemnification, contribution, or reimbursement.

13. In the event Omni is unable to provide the Claims and Noticing Services, Omni shall immediately notify the Clerk and the Debtor's counsel and cause all original proofs of claim and related computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

14. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for any services the Debtor may wish Omni to perform that are not specifically authorized by this Order.

15. Omni shall not cease providing Claims and Noticing Services in this Chapter 11 Case for any reason, including nonpayment, without an order of the Court authorizing Omni to do so; *provided that* Omni may seek such an order on expedited notice by filing a request with the Court; *provided*, further, that, except as expressly provided herein, the Debtor and Omni may terminate or suspend other services in accordance with the Engagement Agreement.

16. Notice of the Application shall be deemed good and sufficient notice thereof, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are waived by such notice.

17. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

18. The Debtor is authorized to execute and deliver such documents and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

19. The requirements of Bankruptcy Rule 6003(b) shall be deemed satisfied, the relief granted being necessary to avoid immediate and irreparable harm.

20. This Order is immediately effective and enforceable notwithstanding the provisions of Bankruptcy Rule 6004(h) or otherwise.

21. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

Exhibit B

Deutch Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SOLID FINANCIAL TECHNOLOGIES, INC.,[1] Debtor.	Chapter 11 Subchapter V Case No. 25-10669 (BLS)

DECLARATION OF PAUL H. DEUTCH,
IN SUPPORT OF THE DEBTOR'S APPLICATION FOR ENTRY
OF AN ORDER APPOINTING OMNI AGENT SOLUTIONS, INC. AS
CLAIMS AND NOTICING AGENT, EFFECTIVE AS OF THE PETITION DATE

I, Paul H. Deutch, under penalty of perjury, declare as follows:

1. I am the Executive Vice President of Omni Agent Solutions, Inc. ("Omni"), a chapter 11 administrative services firm, whose offices are located at 5955 De Soto Avenue, Woodland Hills, CA 91367 and 1120 Avenue of the Americas, 4th Floor, New York, New York 10036. Except as otherwise noted in this declaration, all facts set forth herein are based on my personal knowledge or information supplied to me or verified by other Omni professionals and board members. If called upon to testify, I could and would testify competently as to the facts set forth herein.

2. This Declaration is made in support of the *Application of Debtor for Entry of an Order (I) Authorizing and Approving the Appointment of Omni Agent Solutions, Inc. as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief* filed contemporaneously herewith (the "Application").[2]

[1] The Debtor in this Chapter 11 Case, its jurisdiction of organization, and the last four digits of its U.S. taxpayer identification number is: Solid Financial Technologies, Inc., a Delaware corporation (8838). The Debtor's corporate headquarters is located at: 380 Portage Ave, Palo Alto, CA 94306.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Application.

3. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of large chapter 11 cases, and experience in matters of this size and complexity. Omni has acted as debtors' claims and noticing agent and/or administrative agent in many large bankruptcy cases in this district and in other districts nationwide: *See*, *e.g.*, *In re Go Lab, Inc*., No. 25-10557 (KBO) (Bankr. D. Del. Mar. 25, 2025); *In re Wynne Transportation Holdings, LLC,* No. 25-10027 (KBO) (Bankr. D. Del. Jan. 10, 2025); *In re Ligado Networks, LLC, No. 25-10006 (TMH) (Bankr. D. Del. Jan. 5, 2025)*; *In re First Mode, Holdings, Inc.,* No. 24-12794 (KBO) (Bankr. D. Del. Dec. 15, 2024); *In re True Value Company, L.L.C.,* No. 24-12337 (KBO) (Bankr. D. Del. Oct. 14, 2024); *In re Accuride Corporation*, No. 24-12289 (JKS) (Bankr. D. Del. Oct. 9, 2024); *In re Jordan Health Products I, Inc*., No. 24-12271 (TMH) (Bankr. D. Del. Oct. 8, 2024); *In re Edgio, Inc.,* No. 24-11985 (KBO) (Bankr. D. Del. Sept. 9, 2024); *In re Vyaire Medical, Inc.,* No. 24-11217 (BLS) (Bankr. D. Del. June 9, 2024); *In re Never Slip Holdings, Inc.,* No. 24-10663 (LSS) (Bankr. D. Del. Apr. 1, 2024); *In re Sunlight Financial Holdings, Inc.,* No. 23-11794 (MFW) (Bankr. D. Del. Nov. 1, 2023); *In re UpHealth Holdings, Inc.,* No. 23-11476 (LSS) (Bankr. D. Del. Oct. 24, 2023); *In re Desolation Holdings, LLC,* No. 23-10597 (BLS) (Bankr. D. Del. May 10, 2023); *In re Lannett Co., Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 5, 2023); *In re Lincoln Power, LLC*, No. 23-10382 (LSS) (Bankr. D. Del. Apr. 3, 2023); *In re Independent Pet Partners Holdings, LLC*, No. 23-10153 (LSS) (Bankr. D. Del. Feb. 5, 2023); *In re Performance Powersports Group Investor, LLC*, 23-10047 (LSS) (Bankr. D. Del. Jan. 18, 2023); *In re Vesta Holdings, LLC*, No. 22-11019 (LSS) (Bankr. D. Del. Nov. 1, 2022); *In re Kabbage,*

Inc. d/b/a KServicing, No. 22-10951 (CTG) (Bankr. D. Del. Oct. 6, 2022); *In re Gold Standard Baking, LLC*, No. 22-10559 (JKS) (Bankr. D. Del. June 23, 2022).[3]

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Omni will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk's Office"), the services specified in the Application and the Engagement Agreement, and, at the Debtor's request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Omni will charge the Debtor the rates set forth in the Engagement Agreement, which is attached as Exhibit C to the Application.

5. Prior to the Petition Date, the Debtor provided Omni the Retainer in the amount of $10,000. Omni seeks to apply the Retainer first to unpaid prepetition invoices, if any. After the Debtor replenishes the Retainer to its original amount, in accordance with the Engagement Agreement, Omni will hold the Retainer during this Chapter 11 Case as security for the payment of its postpetition fees and expenses.

6. In connection with its retention as Claims and Noticing Agent, Omni represents the following:

a. Omni is not a creditor of the Debtor;

b. Omni will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in this Chapter 11 Case;

c. by accepting employment in this Chapter 11 Case, Omni waives any right to receive compensation from the United States government in connection with this Chapter 11 Case;

[3] Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Application. Copies of these orders are available upon request to the Debtor's proposed counsel.

d. in its capacity as Claims and Noticing Agent in this Chapter 11 Case, Omni will not be an agent of the United States and will not act on behalf of the United States;

e. Omni will not employ any past or present employees of the Debtor in connection with its work as Claims and Noticing Agent in this Chapter 11 Case;

f. Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

g. in its capacity as Claims and Noticing Agent in this Chapter 11 Case, Omni will not intentionally misrepresent any fact to any person;

h. Omni will be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of proofs of claim and claim transfers;

i. Omni will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j. none of the services provided by Omni as Claims and Noticing Agent in this Chapter 11 Case shall be at the expense of the Clerk's Office.

7. Proposed bankruptcy counsel for the Debtor has provided Omni with a list of the Debtor's creditors and other parties in interest (the "Potential Parties in Interest"), a copy of which is attached to this Declaration as **Exhibit 1**. I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List, Omni may have represented in the past or may be representing at the present time in totally unrelated matters. To the best of my knowledge and based solely upon information provided to me by the Debtor, and except as provided herein, neither Omni, nor any employee thereof, has any materially adverse connection to the Debtor, its creditors, or other relevant parties. Omni may have relationships with certain of the Debtor's creditors as a vendor or in connection with cases in which Omni serves or has served in a neutral capacity as noticing, claims and balloting agent for another chapter 11 debtor.

8. Omni personnel may have relationships with some of the Debtor's creditors or other parties-in-interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to this Chapter 11 Case. Omni has and will continue to represent clients in matters unrelated to this Chapter 11 Case. In addition, Omni has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in this Chapter 11 Case in matters unrelated to this Chapter 11 Case. Omni may also provide professional services to entities or persons that may be creditors or parties-in-interest in this Chapter 11 Case, which services do not directly relate to, or have any direct connection with, this Chapter 11 Case or the Debtor. To the best of my knowledge, neither Omni, nor any employees thereof, represents any interest materially adverse to the Debtor's estate with respect to any matter upon which Omni is to be engaged.

9. Although the Debtor does not propose to retain Omni under section 327 of the Bankruptcy Code (such retention may be sought by separate application), Omni has nonetheless reviewed its electronic database to determine whether it has any relationships with the entities provided by the Debtor. At this time, Omni is not aware of any relationship which would present a disqualifying conflict of interest. Should Omni discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Omni will use reasonable efforts to file promptly a supplemental declaration. Omni will also comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

10. Upon information and belief, Jumio Corp., one of the parties listed in Exhibit 1, is the successor entity to Jumio Inc. On March 21, 2016, Jumio Inc. filed for chapter 11 relief in the

U.S. Bankruptcy Court for the District of Delaware (No. 16-10682). On March 22, 2016, the Bankruptcy Court entered an Order appointing Omni as Jumio Inc.'s claims and noticing agent. On April 11, 2016, the Court entered an Order authorizing the employment and retention of Omni as Jumio Inc.'s administrative agent. An Order and Final Decree which, among other things, terminated Omni's services as claims and noticing agent, was entered in Jumio Inc.'s chapter 11 case on December 18, 2023. The last payment Omni received from Jumio Inc. was in March, 2022, and Omni is not owed anything else.

11. Based on the foregoing, I believe that Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: April 9, 2025

/s/ Paul H. Deutch

Paul H. Deutch
Executive Vice President
Omni Agent Solutions, Inc.

Exhibit 1

Potential Parties In Interest

SOLID FINANCIAL TECHNOLOGIES, INC.
LIST OF POTENTIAL PARTIES IN INTEREST

Debtor:
Solid Financial Technologies, Inc.

Non-Debtor Affiliate:
Solid Financial Technologies Private Limited

Equity Holders (more than 10%):
Arjun Thyagarajan
Base10 Partners II, L.P.
Headline US VI, LP
Raghav Lal

Board Members and Officers (Current and Former) (last two years):
Arjun Thyagarajan
Raghav Lal
Wendy Gent
Rajesh Chemmala
Scott Macpherson
Richard Yau
Rexhep Dollaku
Mathias Schilling
Robert Anderson

Banks and Former Banks:
Brex Treasury LLC
Column N.A.
Lewis & Clark Bank
Evolve Bank & Trust
JPMorgan Chase (previously First Republic Bank)
PayPal Bank
Bluevine
Community Federal Savings Bank
Zero Hash

Regulatory and Taxing Authorities:
Delaware Division of Revenue
California Franchise Tax Board
Texas Comptroller of Public Accounts

Insurance Providers:
Aetna Inc.
Guardian Life
Voya

Debtor's Professionals:
Womble Bond Dickinson (US) LLP
Rock Creek Advisors, LLC
Omni Agent Solutions, Inc.

Litigants and Counsel:
BSI Group LLC
Int'l Business Solutions Group LLC
Johnson, Schneider & Ferrell, LLCGuilder Legal GroupPuryear Mayfield & McNeil, PA
Michael Chen Law Officers
Bytechip LLC dba Qbit
Emily Rodriguez
Pacific Trial Attorneys
FTV VII LP
Robert Anderson
Heyman Enerio Gattuso & Hirzel LLP
Giftcoin Inc
Bowles & Verna LLP
Performline Inc
Sussman Frankel, LLP
Vauban Bank Int'l Corp
Vauban Int'l Bank Corp
Tolomeo Bank Limited
Crossbarfx Ltd.
Sanchez/LRV
Zelf Inc

U.S. Trustee for Region 3 and U.S. Trustee's Office (Wilmington, DE) Key Staff Members:
Joseph McMahon
Lauren Attix
Malcolm M. Bates
Linda Casey
Joseph Cudia

As of April 7, 2025

Holly Dice
Shakima L. Dortch
Timothy J. Fox, Jr.
Diane Giordano
Michael Girello
Christine Green
Benjamin Hackman
Nyanquoi Jones
Hawa Konde
Jane Leamy
Jonathan Lipshie
Hannah M. McCollum
Jonathan Nyaku
James R. O'Malley
Linda Richenderfer
Richard Schepacarter
Edith A. Serrano
Rosa Sierra-Fox
Elizabeth Thomas
Dion Wynn

Delaware Bankruptcy Judges:
Chief Judge Karen B. Owens
Judge John T. Dorsey
Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Brendan L. Shannon
Judge Laurie Selber Silverstein
Judge J. Kate Stickles
Judge Mary F. Walrath

Vendors:
Akerman LLP
Amazon Web Services, Inc.
Apihub, Inc
Arroweye Solutions Inc
Ascential Inc/Money 2020
Ashby, Inc
Auth0.com
BlockScore, Inc
Bloom Credit, Inc
CBW Bank
CliftonLarsonAllen LLP
Clovity, Inc
Cobalt Labs, Inc
Colonial Surety Co
Connolly Gallagher LLP
Deel, Inc
DocuSign
Dosh Holdings, LLC
Elasticsearch Inc
Embroker Insurance Services LLC
Ernst & Young LLP
Evolve Open Banking
Exhibit People LLC
Figma
First Mile Group Inc
FS Vector LLC
Giact Systems
Vendor
Goodwin Procter
Hackedu Inc
Hellosign
Heyman Enerio Gattuso & Hirzel LLP
i2c Inc
IdeaRocket LLC
Illovsky & Calia LLP
Jumio Corp
Klaros Advisors LLC
KLDiscovery Ontrack, LLC
Lathrop GPM
Lewis & Clark Bank
Lewis Brisbois Bisgaard & Smith, LLP
Lexis Nexis Risk Solutions
Maquette Advisors
Mavericks Recruiting on Demand Inc
Middesk, Inc
Mighty Digits
MiklosCPA
Mintlify
Mintz Levin Cohn Ferris Glovsky & Popeo
Morrison & Foerster LLP
Nevtec Inc
Nium Pte Ltd
Ntropy Network Inc
Oak Rocket Inc
Okta, Inc
Pagerduty
Paul Hastings LLP
Paxterra Law PC
PerformLine, Inc
Perkins Coie LLP

Persona
Pivotal Law Firm
Plaid Inc
Prescient Assurance LLC
Prescient Security
Quinn Emanuel Urquhart & Sullivan, LLP
Rippling Payroll
Robert Half Int'l
Shift Communications Inc
Smarty
Themis
Thomson Reuters
Trulioo Information Services
Unit21 Inc
Vacuum Labs
Vanta Inc
Venable LLP
Very Good Security, Inc
Vestwell Holdings Inc
Vircom
Visa USA, Inc
Wazuh Inc
Wespay Advisors
Wilson Sonsini Goodrich & Rosati
Young Conaway Stargatt & Taylor, LLP
ZoomInfo Technologies LLC

Current Debtor Clients:
HotelKey, Inc.
Loop Payments Inc.
Modak Communities Operating Holdings Inc.
Multikrd LLC
Struxtion
Zenoti (Soham Inc.)
Zil Money

Other Parties:
Vestwell Holdings Inc.
Rippling PEO 1, Inc.
People Center, Inc. (dba Rippling)
Playground Global, LLC

Exhibit C

Engagement Agreement

STANDARD SERVICES AGREEMENT

This Agreement is entered into as of March 25, 2025, between Omni Agent Solutions, Inc ("**Omni**"), and Solid Financial Technologies, Inc. (the "**Company**").[1] The parties agree as follows:

Terms and Conditions

I. SERVICES

(a) Upon request by the Company or as may be necessary for Omni to comply with applicable law, governmental regulation, court order or court rule, Omni shall provide the Company with consulting and administrative services ("**Services**") in connection with the Company's potential filing of a chapter 11 petition under the Bankruptcy Code (the "**Code**") and during any chapter 11 case which the Company may initiate. Without limitation, the Services *may* include any or all of the following: Assisting in the preparation of the Company's bankruptcy schedules and statements of financial affairs ("**Schedules and SOFA**"), noticing, communication related services, claims management and reconciliation, plan solicitation, balloting and tabulation, contract review, securities, claims analysis, providing confidential online workspaces or data rooms (the publication of which shall not violate the confidentiality provisions of this Agreement), account management, disbursements, automation, and any other service which may be agreed upon by the parties.

(b) The Company understands that to assist or enable Omni to provide the Services, Omni will engage in communications with various persons acting on the Company's behalf (each, a "**Company Party**").[2] The Company represents to Omni and agrees that any and all requests, advice, information or direction which a Company Party provides to or makes of Omni is expressly authorized by the Company, that Omni may rely upon the accuracy and completeness of the information provided without any obligation to further verify it, and that the Company shall be bound by any and all requests, advice, information or direction made.

(c) The Company understands that Omni is not being retained to provide any legal or financial advice and that none of Omni's communications with a Company Party or any other party constitutes legal or financial advice.

II. RATES

(a) The Company agrees to pay Omni for all fees, charges and costs for Services provided on its behalf in the amounts set forth in the schedule attached hereto as **Exhibit "A"** (the "**Rate Schedule**"). *In addition, Omni will provide the Company with (i) a $5,000 discount on Omni's prepetition fees (contingent upon the filing of the Company's chapter 11 case), and (ii) a*

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[1] The term "**Company**" shall mean and include the Company, in its individual capacity as debtor and debtor in possession, together with any affiliated entities whose chapter 11 cases are jointly administered with the Company. Each affiliated entity shall be jointly and severally liable for all of the Company's fees and costs.

[2] Unless otherwise agreed upon, a Company Party includes a Company's managers, general partners, officers, directors, employees, agents, representatives, counsel, consultants and/or any other party with whom the Company authorizes to engage in a Communication with Omni.

ten (10%) percent discount on Omni's standard hourly rates. Omni reserves the right from time to time to amend the Rate Schedule by increasing its hourly rates, unit prices, and any other charges, fees and costs therein during the term of this Agreement and that upon so doing, the parties agree that the rates, prices, and other charges shall be effective immediately and constitute the operative Rate Schedule.

(b) Omni may invoice the Company monthly for the Services it provided during the preceding calendar month consistent with the applicable Rate Schedule. All invoices are due and payable upon receipt. Notwithstanding anything herein to the contrary, any payment made to Omni will be in accordance with applicable bankruptcy law and orders of the bankruptcy court.

(c) If any amount is unpaid to Omni thirty (30) days from the date of the Company's receipt of an invoice the Company agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute of any portion of an invoice, the Company shall give written notice to Omni within ten (10) days of receipt of the invoice as to the charges disputed and the basis thereof. The undisputed portion of the invoice will remain due and payable immediately upon receipt, but late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. At its sole discretion, Omni may first apply any payment received against the cumulative sum of the late charges then due before it applies any remaining balance to the outstanding principal balance

(d) Omni may require an advance or direct payment from the Company of an individual expense, or a group of related expenses, which are expected to exceed $7,500 (*e.g.*, publication notice).

(e) The Company shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Company, notwithstanding how such taxes may be designated, levied, or based. This provision is intended to include sales, use, and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Omni.

(f) The Company shall pay to Omni all actual charges (including fees, costs and expenses as set forth in the then effective Rate Structure) related to, arising out of, or resulting from, any error or omission made by the Company including, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses.

(g) Upon execution of this Agreement, the Company shall pay Omni a retainer of $10,000 (the "Retainer"). Omni may use the Retainer against all reasonable and documented prepetition fees and expenses, which Retainer shall then be replenished as promptly as practicable by the Company to its original amount. At Omni's discretion, the Retainer may then be applied to the payment of the final invoice from Omni under and pursuant to this Agreement (the "Final Invoice"), or to any other invoice. Except with respect to the Final Invoice, upon notice from Omni to the Company of the application of some or all of the Retainer, the Company shall replenish the Retainer as promptly as practicable to its original amount. Omni shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payments of unpaid fees and expenses hereunder

(h) Payments to Omni for services rendered under the terms of this Agreement may be remitted using either or both of the following methods:

(i) **Wire Transmission**

(Omni's wire information will be included on each monthly invoice)

(ii) **Check**
Omni Agent Solutions
c/o Accounts Receivable
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367

III. RETENTION

(a) This Agreement is effective immediately upon its execution by the parties; *provided*, however, that it shall be subject to, if and when applicable, the terms of any order entered approving the engagement of Omni by the Company in the Company's chapter 11 proceeding.

(b) As soon as is practicable, the Company agrees to and shall take all necessary actions to obtain bankruptcy court approval to retain Omni as its claims and noticing agent pursuant to 28 U.S.C. § 156(c), and as its administrative agent pursuant to section 327(a) of the Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of any application concerning Omni's retention and any order setting forth its terms are subject to Omni's approval which shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, if the bankruptcy court does not enter an order approving Omni's retention pursuant to 28 U.S.C. § 156(c) or section 327 of the Code, then the Agreement will be terminated effective immediately.

IV. TERM

(a) Except as provided herein, the Agreement will remain in effect until terminated: (a) on a mutually agreed upon date as set forth in a writing executed by both parties; (b) on a date of no less than sixty (60) days from the date written notice is provided by one party to the other; (c) by the Company for cause ("**Cause**") which, for purposes of this Agreement, shall mean that Omni has acted in bad faith, with gross negligence, or engaged in willful misconduct that results in material harm to the Company's effort and ability to restructure in its chapter 11 case; or (d) by Omni upon the Company's material breach of any term herein. If Omni's engagement has been already approved by the bankruptcy court, then Omni shall continue to perform the Services until the entry of an order by the bankruptcy court, in a form and substance satisfactory to Omni, whose consent will not be unreasonably withheld, providing for the terms and conditions of its discharge, including date of termination.

(b) Upon its termination, Omni shall provide the Company with all materials Omni is required to return to it under the terms of this Agreement as well as all in-process deliverables in their then-current state of completion for Services which Omni provided prior to the effective date of the termination promptly after it has received payment in full of all sums attributable to such Services, including for any Services which have then not yet been invoiced. Omni shall coordinate with the Company and, to the extent applicable, the clerk of the bankruptcy court, to maintain an orderly transfer of record keeping functions, shall provide the necessary staff and assistance required for an orderly transfer, and the Company agrees to pay all sums which may become due in connection therewith. Without limiting the foregoing, upon the Company's written request made at any time during the term of this Agreement, Omni shall deliver to the Company and/or the Company's retained professionals at the Company's sole expense any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Company.

V. CONFIDENTIALITY

Omni and the Company, on behalf of themselves and on behalf of each and all of their respective Company Parties, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided under this Agreement ("**Confidential Information**"), except if any of such information: (a) is then or thereafter becomes publicly available, other than by breach by the receiving party; (b) is already in the receiving party's possession or known to it and was received from a third party that, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; (c) was independently developed; (d) is lawfully obtained from a third party who, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; or (e) is subject to production or revelation pursuant to an order of any court, governmental agency or other regulatory body, arbitrator or subpoena, it may, upon not less than ten (10) calendar days written notice to the other party, release the required information.

VI. OMNI'S PROPERTY RIGHTS

(a) The parties understand and agree that any and all software programs or other materials furnished by Omni pursuant to this Agreement or used by Omni to provide the Services during the term of this Agreement ("**Omni's Property**") are Omni's sole and exclusive property. Without limiting the foregoing, Omni's Property includes data processing programs, specifications, applications, routines, documentation, ideas, concepts, know-how or techniques relating to data processing or Omni's performance of Services. Omni reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's potential bankruptcy cases.

(b) The Company acknowledges and agrees that regardless of any sums it has been charged or has paid to Omni, it obtains no rights or ownership whatsoever in any of Omni's Property and that their use by the Company is limited to enabling Omni to provide the Services hereunder.

VII. BANK ACCOUNTS

At the request of a Company Party, Omni is authorized to establish account(s) with financial institutions in the name of and/or as agent for the Company and to manage such account(s), including to facilitate distributions pursuant to a chapter 11 plan or otherwise. Omni may receive compensation from the institution at which an account is held pursuant to agreements between Omni and such institutions.

VIII. COMPANY DATA

(a) Without limiting any other provision of this Agreement, the Company represents and warrants to Omni that when a Company Party provides information to Omni (a) the Company has all necessary authority to disclose it to Omni and that Omni is fully authorized to use it in connection with its performance of the Services; (b) that the information is materially accurate and complete to the best of the Company's knowledge at the time of the Communication; and (c) that Omni has no responsibility whatsoever to verify or otherwise independently confirm the accuracy or completeness of any information, programs, data or instructions it is provided including, without limitation, data it receives in connection with the preparation of the Company's Schedules and SOFAs. The Company agrees that it shall be deemed to have reviewed and approved any and all Schedules and SOFAs which are filed on its behalf.

(b) Without limiting any other provision of this Agreement, the Company understands and agrees that all data, storage media, programs or other materials which are furnished to Omni on its behalf (the "**Company's Data**") may be retained by Omni until full payment has been made to Omni for all of its Services and that it shall remain liable to Omni for all fees and expenses thereafter charged by Omni for maintaining, storing or disposing of any or all of it. Omni agrees that it will dispose of the Company's Data in a manner requested by or acceptable to the Company; provided, however, that if Omni has not provided Services to the Company for a period of ninety (90) days and provides no less than thirty (30) days written notice, Omni may dispose of any or all of the Company's Data in any commercially reasonable at the Company's sole expense. The Company agrees to use commercially reasonable efforts to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information which is provided on its behalf to Omni.

(c) If Omni is retained pursuant to bankruptcy court order, disposal of any of the Company's Data shall comply with any applicable court orders and rules or clerk's office instructions.

IX. NO REPRESENTATIONS OR WARRANTIES

Omni makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting its enforceability to the maximum extent compatible with applicable law.

X. INDEMNIFICATION

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (each, an "**Indemnified Party**," and collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of or related to Omni's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Omni and the Company shall provide notice to the other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services provided under and pursuant to the Agreement.

(c) The Company's indemnification of Omni hereunder shall exclude Losses resulting from Omni's gross negligence or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

XI. LIMITATIONS OF LIABILITY

Except as expressly provided herein, Omni's liability to the Company for any Losses, unless due to Omni's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular specific task or expense of the Service that gave rise to the alleged Loss. In no event shall Omni's liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Omni for services provided under and pursuant to this Agreement. Moreover, in no event shall Omni be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the services provided under and pursuant to this Agreement.

XII. GENERAL

(a) Each party acknowledges that authorized person(s) on its behalf have read Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by a Company Party on behalf of the Company and an officer of Omni.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that either party may assign this Agreement to a wholly-owned subsidiary or affiliate or to an entity which has succeeded to all or substantially all of the business or assets of a party without the other party's consent, provided that the assigning party provides adequate assurance of performance by the proposed assignee.

(e) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

(f) Whenever performance by Omni of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Omni's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

(g) The Company will use its best efforts to cooperate with Omni at the Company's facilities if any portion of the Services require Omni's physical presence.

(h) Each party agrees that neither it nor any of its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of six (6) months after termination thereof unless the other party provides prior written consent to such solicitation or retention; provided, however, that the foregoing provisions will not prevent either party from hiring or seeking to hire any such person who responds to general advertising or a general solicitation not targeted to the employees of the other party.

(i) The Company and Omni are and shall be independent contractors of each other and no agency, partnership, joint venture, or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

(j) The language used in this Agreement will be deemed to be the language chosen by the Company and Omni to express their mutual intent, and no rule of strict construction will be applied against either party.

(k) In the event that any arbitration legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree that the prevailing party is entitled to be paid all of its reasonable attorneys' fees, court costs, and any other expense reasonably related thereto in the amount which may be set by the court or by an arbitrator, whether in the same action or in a separate action brought for the purpose of establishing such amount, in addition to any other relief to which the prevailing party may be entitled.

(l) The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(m) Any dispute arising out of or relating to this Agreement, or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitration shall be conducted in the English language in New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any applicable chapter 11 case(s) of the Company, any disputes related to this Agreement shall be decided by the bankruptcy court with jurisdiction over the chapter 11 case(s).

(n) Omni reserves the right to make changes in operating procedures, operating systems, programming languages, general purpose library programs, application programs, time periods of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's pending bankruptcy case(s).

(o) All headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

XIII. NOTICING

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Omni:

Omni Agent Solutions, Inc.
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367
Tel: (818) 906-8300
Attn: Brian K. Osborne, Pres. & CEO
Email: Bosborne@omniagnt.com

If to the Company:

Solid Financial Technologies, Inc.
380 Portage Avenue
Palo Alto, CA 94306
Tel: (___) __________
Attn: Raghav Lal, President
Email: raghav@solidfi.com

With a copy to: Womble Bond Dickinson (US) LLP
1313 North Market Street
Suite 1200
Wilmington, DE 19801
Attn: Matthew Ward, Esq.
Tel: (302) 252-4338
Email: Matthew.Ward@wbd-us.com

Or to such other address as the Party to receive the notice or request so designates by written notice to the other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

OMNI AGENT SOLUTIONS, INC.

By: ______________________________
Name: Paul Deutch
Title: Executive Vice President

Agreed and accepted this 27th day of March, 2025

SOLID FINANCIAL TECHNOLOGIES, INC.

____
Raghav Lal
President

EXHIBIT

"A"

2025 Rate Sheet

Omni AGENT SOLUTIONS

Hourly Rates for Standard and Custom Services*	RATE / COST
Analyst	$40.00 - $75.00 per hour
Consultants	$75.00 - $195.00 per hour
Senior Consultants	$200.00 - $240.00 per hour
Solicitation and Securities Consultant	$200-225.00 per hour
Director of Solictation and Securities	$250.00 per hour
Treasury Services	Quoted upon request
Technology/Programming	$85.00 - $155.00 per hour

Claims Management	RATE / COST
Inputting Proofs of Claim	Hourly rates (No per claim charges)
Scanning	$.10 per image
Remote Internet access for claims management	
Setup	No charge
Access	No charge

Schedules / SoFA	RATE / COST
Preparation and updating of schedules and SoFAs	$65.00 - $240.00 per hour

Solicitation and Tabulation	RATE / COST
Plan and disclosure statement mailings	Quoted prior to printing
Ballot tabulation	Standard hourly rates apply

Informational Website	RATE / COST
Creation, Configuration and Initial Setup	No charge
Data Entry / Information Updates	Standard hourly rates apply
Programming and Customization	$85 - $155 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Shareholder Website Hosting	No charge
Scanning	$0.10 per image

Public Debt and Equities Securities and/Rights Offerings Services	RATE / COST
Noticing Services	Standard hourly rates apply
Solicitation, Balloting and Tabulation	Standard hourly rates apply
Rights Offerings	Standard hourly rates apply
Security Position Identification Reports	Standard hourly rates apply

Liquidating / Disbursing Agent	RATE / COST
Comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations	Standard hourly rates apply

*Additional professional services not covered by this rate structure will be charged at hourly rates, including any outsourced services performed under our supervision and control.

2025 Rate Sheet

Omni AGENT SOLUTIONS

Printing and Noticing Services	RATE / COST
Copy	$.10 per image
Document folding and insertion	No charge
Labels/Envelope printing	$.035 each
MSL E-mail noticing	No charge
High Volume or Certified E-mail Noticing	TBD per volume
Facsímile Noticing	$.10 per image
Postage	At cost (Advance payment required for postage charges over $10,000)
Envelopes	Varies by size

Newspaper and Legal Notice Publishing	RATE / COST
Coordinate and publish legal notice	Quote prior to publishing

Call Centers / Dedicated Line	RATE / COST
Creation, configuration and initial setup	No charge
Hosting fee	$20.00 per Month
Usage	$.0825 per Minute
Call center personnel	Standard Hourly Rates

UST Reporting Compliance	RATE / COST
Assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports	Standard hourly rates apply

Electronic Services, Storage & Security	RATE / COST
License Fee and System Maintenance	.10 per Record
Per image storage	No charge
Monthly Encryption Bandwidth and Security Compliance Charges**	.10 per MB
Automated Services	.10 per process

Virtual Data Rooms	Quote upon request

Miscellaneous	RATE / COST
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	$40.00 per copy

** Charges relate to secure, bidirectional encryption of web-based documents and telephony, as well as secure storage of case records, documents and related files based on volume