

**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 ARJUN THYAGARAJAN IN SUPPORT OF THE DEBTOR'S
CHAPTER 11 PETITION, FIRST DAY MOTIONS AND RELATED FILINGS**

I, Arjun Thyagarajan, under penalty of perjury, declare as follows:

1. I am a Co-Founder and the Chief Executive Officer of Solid Financial Technologies, Inc., the debtor and debtor in possession (the “Debtor” or the “Company”) in the above-captioned chapter 11 case (the “Chapter 11 Case”). On April 7, 2025 (the “Petition Date”), the Debtor commenced a voluntary case by filing a petition (the “Petition”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and elected to proceed pursuant to subchapter V as a small business debtor.

2. I am authorized to submit this Declaration on behalf of the Debtor (the “First Day Declaration”) to provide the Court and other parties in interest with an overview of the Debtor’s business and the circumstances leading to the commencement of this Chapter 11 Case. I am also submitting this First Day Declaration in support of the first day motions² and applications and certain other pleadings filed by the Debtor (the “First Day Motions”) contemporaneously

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 All references to agreements, pleadings, or other documentation or summaries thereof in this First Day Declaration are qualified in their entirety by the terms set forth in the relevant agreements, pleadings, or other documents.

herewith, or as soon as reasonably practicable hereafter, to stabilize and preserve the Debtor's business pending a marketing and sale or restructuring process.

3. I have reviewed the Debtor's voluntary petition and the First Day Motions, or have otherwise had their contents explained to me, and it is my belief that the relief sought therein is essential to ensure the uninterrupted operation of the Debtor's business and to successfully maximize the value of the Debtor's estate. If called upon to testify, I could and would testify competently as to the facts set forth herein and in the First Day Motions.

Part I: Background and Events Leading to the Commencement of this Case

A. Background

4. The Debtor is a financial technology company operating a Banking-as-a-Service ("BaaS") business model that enables its clients (usually fintech and software companies) to embed financial products into their applications or platforms. There are three main aspects of the Debtor's BaaS business model:

a. Bank Partnerships. The Debtor partners with regulated banks through Banking Services Agreements. These banks maintain custody of customer deposits, manage and execute money transmission, issue cards, and provide the underlying payments & compliance infrastructure required to operate compliant financial products. In this environment, the Debtor acts as a middleware technology provider and orchestration layer between the partner banks and its fintech clients.

b. Technology Platform for Fintech Clients. The Debtor offers a developer-friendly application programming interface ("API") platform (the "Solid Platform") that allows fintech companies to quickly launch and scale financial products. The Debtor's offerings include connectivity between fintech clients and sponsor banks to open accounts, issue

cards and initiate payment wrapped around compliance management and fraud monitoring systems.

c. Client Onboarding & Integration. The Debtor signs up clients, usually fintech companies or platforms, that want to embed financial services. The Debtor's clients then use the Debtor's API and dashboards to launch financial products.

5. To illustrate the BaaS model, one of the Debtor's clients is a financial technology company that provides financial services to the commercial construction industry (the "FinTech Client"). This FinTech Client enhances the speed, transparency, and security of payments and working capital loans for stakeholders, such as general contractors, owners, and lenders. Needing a BaaS provider to offer and scale its product offerings, the FinTech Client would approach the Debtor to discuss the FinTech's use case for the Debtor's API/Platform. Typically, a client's use case involves embedding fintech solutions to offer banking, payments, or card issuance to the client's end users. Once the FinTech Client confirms that the Debtor can meet its needs, the FinTech Client and the Debtor enter into a contract where the Debtor provides the necessary technology in partnership with a sponsor bank. Therefore, the process involves three parties: (i) the Debtor's client, such as the FinTech Client; (ii) the Debtor's sponsor bank that provides sponsorship to the FinTech Client; and (iii) the Debtor as the technology, or BaaS, provider, which via its technology and API enables the FinTech Client to embed financial products into its applications or platforms.

6. Once the FinTech Client is onboarded, the integrated Solid Platform would run smoothly between the FinTech Client and sponsor bank pursuant to the FinTech Client's specific use case. The FinTech Client pays the Debtor for the use of its API/the Solid Platform based on a schedule of banking and card services fees set forth in the FinTech Client's agreement.

The integrated program would continue until one of the three parties decided to withdraw. For example, the FinTech Client may decide to shut down its operations or end its fintech initiatives; the sponsoring bank may stop offering fintech sponsorship or discontinue its partnership with the FinTech Client or the Debtor; or the Debtor may elect to offboard the FinTech Client or sponsoring bank.

7. Since its inception in June 2021 through the end of 2024, the Debtor has entered into agreements with a total of 142 clients and has had sponsoring bank relationships with four banks: (i) Banco Bilbao Vizcaya Argentaria, S.A. (“BBVA”) from 2019-2020; (ii) Evolve Bank & Trust Corp. (“Evolve Bank”) from 2021-2023; (iii) Citizens Bank of Weir (“CBW”) from 2022-2024 (for card issuance only); and (iv) Lewis & Clark Bank (“LCB”) from 2023 to the present—although the Debtor’s agreement with LCB has been terminated and the parties are winding down their relationship and current client accounts as described further below. As of the date hereof, no new client engagements have been executed in calendar year 2025. Client attrition has occurred periodically, with the most significant concentration of client departures taking place in late 2023 and early 2024. The principal factors contributing to client offboarding include previously supported but subsequently unsupported international use cases,³ use cases involving cryptocurrency,⁴ and certain clients’ inability to complete bank partner sponsorship or migrations necessitated by changes in the Debtor’s underlying banking relationships.

³ International use cases often involve fintech companies founded outside of the U.S. looking to operate within the U.S., focusing on cross-border money movement. By partnering with a U.S. bank, the fintech company addresses these international needs. Typically, the fintech company collaborates with a BaaS provider, such as the Debtor, which provides connectivity to one of its sponsor banks.

⁴ Cryptocurrency fintech use cases often involve platforms that offer services, such as crypto products, wallet management, and payment processing. To enable seamless transactions between fiat and cryptocurrency, these companies need a U.S. sponsor bank for regulatory compliance and to handle fiat on-ramps (converting U.S. dollars to crypto) and off-ramps (converting crypto to U.S. dollars). A BaaS provider like the Debtor is essential for providing the infrastructure and connectivity between the FinTech and the sponsor bank, ensuring smooth integration for

B. The Debtor's Corporate and Capital Structure

8. The Company was incorporated in Delaware on December 3, 2018 as Wise Company. On April 1, 2021, the Company changed its name to Solid Financial Technologies, Inc. The Company is privately-held with over 90 holders of common shares, preferred shares or options and restricted stock units, inclusive of 69 holders of common or preferred shares.

9. The Company is the sole parent of Solid Financial Technologies Private Limited ("Solid India"), an Indian entity with its principal place of business in Indiranagar, Bangalore.⁵

10. In the past, the Debtor has utilized equity funding in order to raise capital for operations. The Debtor's last equity raise closed on July 26, 2022. However, since then, the Debtor has not been able to successfully raise additional funds and has faced significant and costly litigation (described below).

11. As of the Petition Date, the Debtor's capital structure consists of unsecured trade debt totaling approximately \$760,000 with a limited amount of current revenue and approximately \$7 million in cash on hand with approximately \$2 million of that held in non-liquid reserve accounts.

C. Events Leading to Restructuring and the Debtor's Goal for its Chapter 11 Case

i. *Past and Pending Litigation*

12. In 2023, an action (the "FTV Litigation") was brought against the Debtor, among others, by FTV VII, L.P. ("FTV"), the lead investor in the Debtor's Series B equity funding round. FTV alleged claims for breach of contract, fraud in the inducement, fraudulent concealment,

payment processing, regulatory compliance, and secure transfers between crypto and traditional financial systems. This partnership enables the crypto-related FinTech to solve for their use cases.

⁵ Solid India was originally known as Wise R&D India Private Limited, prior to changing its name to Solid Financial Technologies Private Limited.

breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, and unjust enrichment. The Debtor and the other defendants disputed these allegations. On April 9, 2024, the FTV Litigation was dismissed with prejudice under a settlement reached by the parties.

13. The Debtor is also a defendant in the following pending lawsuits:

a. BSI Group LLC, et al. v. EZBanc Corp., et al., Case No. 23-cv-00127 (E.D. Ark.) (“EZBanc I”)

- This lawsuit is pending in the United States District Court for the Eastern District of Arkansas. On May 26, 2023, plaintiffs BSI Group LLC (“BSI Group”) and International Business Solutions Group LLC commenced this action, alleging conversion by EZBanc Corp. (“EZBanc”), a former customer of the Debtor. Plaintiffs allege Negligence and Constructive Fraud against the Debtor and Evolve Bank & Trust Corp. (“Evolve Bank”) based on EZBanc’s use of the Debtor’s fintech infrastructure in connection with EZBanc’s alleged conversion of plaintiffs’ funds.
- The Debtor is aggressively defending this action and has a pending motion to compel arbitration set for summary trial in November 2025. Additionally, the merits phase of this action is currently stayed pending the Debtor’s appeal of the court’s scheduling order.

b. Vauban International Bank Corporation, et.al v. EZBanc Corp., et.al., Case No. 24-cv-01199 (D.P.R.) (“EZBanc II”)

- This lawsuit is pending in the United States District Court for the District of Puerto Rico. On May 1, 2024, plaintiffs Vauban International Bank Corporation, Tolomeo Bank International Corp., Tolomeo Bank Limited, and CrossbarFX Ltd. commenced this action, alleging they were harmed by the conversion alleged by EZBanc in EZBanc I. The Debtor is a defendant in this action along with several others, including BSI Group, EZBanc, EZBanc’s President, Evolve Bank, and the Debtor’s CEO and President. The causes of action alleged against the Debtor are the same as those alleged in EZBanc I.
- The Debtor is aggressively defending this action and has a pending motion to dismiss the complaint.

c. Zelf, Inc. v. Solid Financial Technologies Inc., N24C-08-0322 (Delaware Superior Court, New Castle County)

- This lawsuit is pending in the Superior Court of the State of Delaware, New Castle County. On September 5, 2024, Zelf, Inc. commenced this

action against the Debtor, alleging fraudulent inducement and breach of contract based on purported misrepresentations and omissions regarding “anonymous” card services and cryptocurrency services. Zelf, a cryptocurrency entity that has described itself as the “Bank of the Metaverse,” is a former customer of the Debtor whose program was terminated in December 2022.

- The Debtor is aggressively defending this action and has a pending motion to dismiss the complaint.

d. Performline, Inc. v. Solid Financial Technologies, Inc., Index No. 659708/2024 (New York Supreme Court, New York County)

- This lawsuit is pending in the Supreme Court of the State of New York, County of New York. On November 18, 2024, plaintiff Performline commenced this action, alleging breach of contract and quantum meruit based on the Debtor’s termination of the parties’ services contract.
- The Debtor is aggressively defending this action and has a pending motion to dismiss the complaint.

ii. *Governmental Investigations and Inquiries*

14. The Debtor has been involved with several governmental investigations and inquiries, cooperating fully with each respective governmental entity, including by providing requested documents.

iii. *Debtor’s Current Operations*

15. In the fall of 2023, certain of the Debtor’s other business relationships began to suffer as a result of reported allegations against the Debtor in the fintech space. Notably, the Debtor’s relationship with LCB—one of the Debtor’s sponsoring banks—deteriorated. Beginning in the fall of 2023, LCB required the Debtor to fund a \$10 million security reserve⁶ and to abide by additional reporting requirements. Ultimately, LCB terminated the Master Services Agreement between the parties on August 29, 2024.

⁶ As of the Petition Date, this LCB security reserve account held approximately \$2 million.

16. In early 2025, the Debtor made the decision to wind-down the Company and evaluate potential restructuring and sale opportunities. This decision was driven by three key factors:

- a. Regulatory shifts post-crypto collapse that rendered the BaaS model and bank partnerships unsustainable;
- b. FTV's fraud allegations and the resulting settlement, which depleted the Debtor's balance sheet; and
- c. The Debtor's inability to retain clients and key personnel amid revenue decline and limited growth prospects.

17. Currently, the Debtor generates a limited amount of revenue. As of the date hereof, the Debtor has four active clients operating under the Debtor's partnership with LCB, which is scheduled to wind-down pursuant to LCB's termination effective May 31, 2025. The Debtor's remaining active clients will also be offboarded during this same timeframe. Additionally, the Debtor maintains a single high-value contract with a leading vertical SaaS provider, pursuant to which the Debtor is developing certain software for the client. This contract generates approximately \$100,000 in monthly revenue and is also set to conclude on May 31, 2025 (unless extended by both the parties).

18. While the Debtor once had a workforce of 25 employees at its height in early 2023, the Debtor currently only has three employees (CEO, President, and Chief Product Officer) and one independent contractor (its former finance director). The Debtor's assets, notably its API, however, are still being maintained by the current employees—both with respect to current operations, as well as to maximize value during this Chapter 11 Case's sale process.

19. With respect to non-debtor subsidiary, Solid India, the Debtor and Solid India are parties to that certain Contractor Software Development & Applications in the Areas of Financial Services Software Agreement, dated January 31, 2020 (the "MSA"). Through the MSA, Solid

India provides certain consulting and technical services to the Debtor related to software services, such as design, development, implementation, maintenance, and database security. After provision of services pursuant to the MSA, Solid India sends, on a monthly basis, a detailed description of the services provided by Solid India to the Debtor and a corresponding request for payment of such services based on the amounts set forth in the MSA. After review of the requested amounts and services provided, the Debtor wires the corresponding payment amount to Solid India.

20. Currently, the Debtor's wholly-owned subsidiary, Solid India, is in the process of being wound down with all operations anticipated to end by May 31, 2025, and employees of Solid India being terminated at or before that time. The wind-down of Solid India is known to its employees. The May 31, 2025 wind-down date for Solid India aligns with the wind-down date of the Debtor's relationship with sponsor bank, LCB, as well as the termination date of the Debtor's high-value software development contract (discussed in paragraph 17 above). Until May 31, 2025, Solid India will be providing critical services to the Debtor to allow it to fulfill its contractual obligations to its clients and sponsor bank.

iv. *Goals for the Debtor's Chapter 11 Case*

21. Through this Chapter 11 Case, the Debtor aims to (i) curtail the legal spend associated with the pending litigation that has grown significantly after the FTV Litigation; and (ii) run a sale process for the Debtor's valuable assets—primarily the API—and effectuate a chapter 11 plan (hopefully as a result of a successful sale process).

22. To that end, the Debtor engaged Womble Bond Dickinson (US) LLP as its proposed bankruptcy counsel and Rock Creek Advisors, LLC ("Rock Creek") as its proposed financial

advisor and sales agent to guide the Debtor through this Chapter 11 Case and the restructuring and sale process.

23. The Debtor intends to utilize its cash on hand to facilitate this process. Specifically, the Debtor has engaged Rock Creek as its sales agent to market the Debtor's assets. Rock Creek intends to commence a marketing process soon and, in the near term, send out a one-page "teaser" to potential strategic and financial transaction parties. Further, Rock Creek is actively seeking stalking horse bids to serve as a floor price for other potential bidders.

24. I believe that through this Chapter 11 Case and marketing process, the Debtor will be well situated to sell its assets to the highest or otherwise best bidder and maximize value for all stakeholders.

Part II: Evidentiary Support for First Day Motions

25. I believe that the First Day Motions are critical to a smooth transition into Chapter 11 to minimize (if not eliminate) any immediate and irreparable harm to the Debtor's business, as well as its employees and other constituents. For these and the other reasons discussed below, I believe that the relief requested in each of the First Day Motions is appropriate under the circumstances and should be granted by the Court.

Administrative and Procedural Motions

A. Application of the Debtor for Entry of Order (I) Authorizing and Approving the Appointment of Omni Agent Solutions, Inc. as Claims and Noticing Agent Effective as of Petition Date and (II) Granting Related Relief (the "Omni Retention Application")

26. Pursuant to the Omni Retention Application, the Debtor seeks to retain Omni Agent Solutions, Inc. ("Omni") as the Debtor's claims and noticing agent to, among other tasks, (i) serve as the noticing agent to mail notices to the estate's creditors and parties in interest; (ii) provide computerized claims database services; and (iii) provide expertise, consultation, and assistance

with other administrative services as they may arise in this Chapter 11 Case pursuant to provisions of Omni's services agreement.

27. Based on my discussions with the Debtor's advisors, I believe that retention of Omni is appropriate under the circumstances and in the best interest of the Debtor's bankruptcy estate. Based on all engagement proposals the Debtor obtained, I believe that Omni's rates have been negotiated down, are competitive and comparable or superior to the rates charged by its competitors for similar services.

28. The need to retain Omni is supported by the necessity of serving notice on a large group of potential creditors in this case. While all persons and entities included on the Debtor's notice list may not hold claims against the Debtor, the Debtor nevertheless decided to provide actual notice to a broad group of potential claimants. Given the potential scope of the possible claimants, and the likely need for robust claims processing requirements, it is my opinion that the appointment of a claims and noticing agent will provide the most effective and efficient means of relieving the Debtor and/or the Clerk's office of the significant administrative burden that they would otherwise be required to address. Consequently, I believe that the Omni Retention Application is in the best interest of the Debtor's bankruptcy estate, its creditors, and all other parties in interest and will enable the Debtor to continue to operate its business during the pendency of this Chapter 11 Case without significant disruption.

B. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Redaction of Certain Personally Identifiable Information of Individuals From the Consolidated List of Creditors and Certain Other Filings; (II) Approving the Manner and Timing of Notifying Current and Former Shareholders of the Commencement of the Chapter 11 Case; and (III) Granting Related Relief (the "Matrix and Commencement Notice Motion")

29. By the Matrix and Commencement Notice Motion, the Debtor seeks authority to (i) redact certain personally identifiable information of individuals contained within the Debtor's

list of creditors (the “Creditor Matrix”) and any other filing within this Chapter 11 Case that may similarly contain personally identifiable information of individuals; and (ii) approving the manner and timing of notifying current and former shareholders of the commencement of this Chapter 11 Case.

30. Based on discussions with the Debtor’s professionals, I understand that there may be applicable data privacy laws that prohibit or restrict the Debtor from publicly filing certain information about individuals who will be listed in the Debtor’s Creditor Matrix or other filings in this case. Additionally, I believe that the redaction of individuals’ home and email addresses from public filings in this Chapter 11 Case would reduce the chances that such disclosures may otherwise lead to identify theft or the identification of survivors of domestic violence, harassment or stalking who have taken steps to conceal their locations. Therefore, based on discussions with the Debtor’s professionals, I believe that the redaction of individual’s home and email addresses is the best way to limit any negative outcomes or risk the Debtor violating any applicable data privacy laws, while not hindering parties in interest from reviewing amounts owed to such individuals as part of the bankruptcy process.

31. With respect to notifying the Debtor’s shareholders, the Debtor has 69 current shareholders, 25 holders of options and restricted stock units, and 131 former shareholders (collectively, the “Shareholders”). The Debtor, however, traditionally contacted its Shareholders by email and does not typically maintain mailing addresses for all Shareholders. Therefore, it only has mailing addresses for a fraction of its 225 total current Shareholders, holders of options and restricted stock units, and former shareholders. Because the Debtor traditionally communicated with its Shareholders via email—and based on discussions with its professionals—the Debtor believes that the proposed procedure for serving the notice of commencement of this Chapter 11

Case and notice of the section 341 meeting of creditors will provide adequate and appropriate notice to the Shareholders.

Operational Motions

C. Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Continue to Operate Its Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Existing Business Forms; (II) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business; and (III) Granting Related Relief (the "Cash Management Motion")

32. With the Cash Management Motion, the Debtor seeks to (a) continue to operate its Cash Management System (as defined therein) and maintain its existing bank accounts, including honoring certain prepetition obligations related thereto; (b) maintain existing business forms in the ordinary course of business; and (c) continue to perform Intercompany Transactions (as defined therein) in the ordinary course of business.

33. In my experience, businesses like the Debtor's business, operate more efficiently using an integrated, centralized Cash Management System to manage cash in a cost-effective manner. This includes using the system in the ordinary course to collect, transfer, and disburse funds. Since the Debtor has historically operated with such a system, any disruption to the system would have a sharply adverse effect on operations and thus be highly detrimental to the Debtor's estate and its creditors. Therefore, in my business judgment, the Cash Management System should be preserved on a post-petition basis.

34. With respect to Intercompany Transactions, on a monthly basis pre-petition, the Debtor paid Solid India \$52,000 a month for salaries, payroll taxes, and benefits related to 18 Solid India employees who provide services to the Debtor under the MSA. Solid India and its employees are critical to the success of the Debtor's business. Without payment of current pre-petition amounts owing to Solid India in the amount of no more than \$52,000, Solid India will not be in a

position to continue providing services to the Debtor pursuant to the MSA. These services are critical to a successful transition for the Debtor into its Chapter 11 Case.

D. Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing, But Not Directing, the Debtor to (A) Pay Prepetition Employee and Independent Contractor Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "Wages Motion")

35. To minimize the personal hardship the Employees and Independent Contractors could suffer if prepetition Employee- and Independent Contractor-related obligations are not paid when due or as expected and to maintain stability in the Debtor's workforce during the administration of the Debtor's Chapter 11 Case, the Debtor, seeks authority, but not direction, to: (a) pay and honor certain prepetition claims relating to, among other things, wages, salaries, and other compensation (including amounts owed to Independent Contractors), payroll services, federal and state withholding taxes and other amounts withheld (including garnishments (if any), Employees' share of insurance premiums, and taxes), reimbursable expenses, health insurance, retirement and related benefits, and certain other benefits that the Debtor has historically provided in the ordinary course (collectively, the "Employee Compensation and Benefits"); and (b) pay all costs incident to the Employee Compensation and Benefits.

36. Subject to approval from the Court, the Debtor intends to continue its applicable prepetition Employee Compensation and Benefits in the ordinary course. Out of an abundance of caution, the Debtor further requests confirmation of its right to modify, change, and discontinue any of their Employee Compensation and Benefits and to implement new programs, policies, and benefits in the ordinary course during this Chapter 11 Case in the Debtor's sole discretion and without the need for further Court approval, subject to applicable law.

37. Specifically, by the Wages Motion, the Debtor seeks authority to make the following payments related to prepetition amounts owed on account of the Employee Compensation and Benefits:

Employee Compensation and Benefits	Interim Amount	Final Amount
Employee Compensation Gross Wages	\$15,836.31	\$15,836.31
Independent Contractor Obligations	\$6,000.00	\$6,000.00
Withholding Obligations ⁷	\$7,588.58	\$7,588.58
Payroll Processing Fees	\$0	\$0
Reimbursable Expenses	\$3,000.00	\$3,000.00
Employee Benefits Programs ⁸	\$775.80	\$775.80
Total	\$33,200.69	\$33,200.69

38. I have also been advised that with respect to unpaid compensation, the Debtor does not seek under the Wages Motion to pay any employee in excess of the \$17,150 wage cap imposed by section 507(a)(4) of the Bankruptcy Code.

39. Based on my knowledge of the Debtor's business and operations, I believe that the relief requested in the Wages Motion is in the best interests of the Debtor's estate, its creditors, and all other parties in interest and is necessary to enable the Debtor to continue to operate in the ordinary course without disruption.

[Signature page follows]

⁷ Such amounts are comprised of Employee- and Employer/Debtor-withheld taxes and other payroll deductions from Employee paychecks.

⁸ Such amounts are comprised of potential amounts that may be owed to the Debtor's former 401(k) Plan administrator.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: April 9, 2025
Wilmington, Delaware

/s/ Arjun Thyagarajan

Name: Arjun Thyagarajan

Title: Co-Founder and Chief Executive Officer