

Horse Bidder (the “**DIP Charge**”) over all present and future assets, properties and undertakings of Datatax (the “**Property**”); (e) approving a \$500,000 priority charge granted in favour of the Proposal Trustee, counsel to the Proposal Trustee, and counsel to Datatax (the “**Administration Charge**”) over the Property to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee, and counsel to Datatax; (f) approving a \$200,000 priority charge granted in favour of the directors and officers of Datatax and the Datatax Subsidiaries (as defined below) (the “**D&O Charge**”) over the Property to secure the liabilities that Datatax or the Datatax Subsidiaries (as defined below) may incur during the Notice of Intention to File a Proposal proceedings which are or may become personal liabilities of the directors and officers of Datatax or the Datatax Subsidiaries; (g) extending the stay of proceedings to Farm Business Consultants Inc. (“**Farm**”), FBC Financial & Estate Planning Services Inc. (“**FBC Financial**”) and Wheatland Accounting Services Ltd. (“**Wheatland**”, together with Farm and FBC Financial, the “**Datatax Subsidiaries**”); and (h) extending the time for Datatax to file a proposal and granting a corresponding stay of proceedings (including for the Datatax Subsidiaries) pursuant to the BIA until October 28, 2023, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Brent Houlden affirmed August 15, 2023 and the Exhibits thereto (the “Houlden Affidavit”), and on reading the first report of the Proposal Trustee dated August 16, 2023 (the “**First Report**”), and on hearing submissions of counsel for Datatax, the Proposal Trustee, Fiera Debt Fund VI L.P. and those other parties present.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby the requirement for any further service is dispensed with.

SALES SOLICITATION PROCESS

2. THIS COURT ORDERS AND DECLARES that (subject to any amendments thereto that may be made in accordance therewith) the SSP attached hereto as Schedule "A", including the "stalking horse" solicitation process set out therein, are hereby approved and accepted.

3. THIS COURT ORDERS that the Proposal Trustee, in consultation with Datatax and its advisors, is hereby authorized and directed to implement the SSP pursuant to the terms thereof and Datatax and the Proposal Trustee are authorized to take all steps and do all things reasonably necessary or incidental to implement the SSP.

4. THIS COURT ORDERS that each of Datatax and the Proposal Trustee, and their respective affiliates, officers, directors, partners, employees, advisors, counsel and agents shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of the SSP, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or wilful misconduct of Datatax or the Proposal Trustee, as applicable, as determined by this Court in a final order that is not subject to appeal or other review.

STALKING HORSE APA

5. THIS COURT ORDERS that the Stalking Horse APA is hereby authorized and approved (with such amendments as Datatax and the Stalking Horse Bidder, with the consent of the Proposal Trustee, may deem necessary or desirable), solely for the purposes of being the Stalking Horse Bid under the SSP. For greater certainty, nothing herein approves the sale and vesting of any property described in the Stalking Horse APA to the Stalking Horse Bidder and the approval of any sale and vesting of any such property shall be considered by this Court on a subsequent motion made to this Court if the Stalking Horse APA is the successful bid pursuant to the SSP.

DIP FACILITY

6. THIS COURT ORDERS that the DIP Facility as set out in the Stalking Horse APA is hereby approved, and Datatax is authorized to borrow and shall otherwise obtain financing under the DIP Facility from the Stalking Horse Bidder pursuant to the terms of the Stalking Horse APA and that Datatax and the Stalking Horse Bidder, with the approval of the Proposal Trustee, are permitted to enter into any other agreements required to implement the DIP Facility.

7. THIS COURT ORDERS that the Stalking Horse Bidder shall be entitled to the benefit of the DIP Charge on the Property, as security for the DIP Facility to a maximum amount of \$2,500,000, in accordance with the priority set out herein. The filing, registration or perfection of the DIP Charge shall not be required, and the DIP Charge shall be valid and enforceable for all purposes, including against any right, title or interest

filed, registered, recorded or perfected notwithstanding any such failure to file, register, record or perfect.

ADMINISTRATIVE CHARGE

8. THIS COURT ORDERS that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to Datatax shall be entitled to the benefit of the Administrative Charge on the Property, as security for their professional fees and disbursements to a maximum amount of \$500,000, in accordance with the priority set out herein. The filing, registration or perfection of the Administrative Charge shall not be required, and the Administrative Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected notwithstanding any such failure to file, register, record or perfect.

D&O CHARGE

9. THIS COURT ORDERS that the directors and officers of Datatax and the Datatax Subsidiaries shall be entitled to the benefit of the D&O Charge on the Property, as security for any personal liability incurred by the directors and officers in their roles with Datatax or the Datatax Subsidiaries to a maximum amount of \$200,000, in accordance with the priority set out herein. The filing, registration or perfection of the D&O Charge shall not be required, and the D&O Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected notwithstanding any such failure to file, register, record or perfect.

PRIORITY

10. THIS COURT ORDERS that the priority of the DIP Charge, Administrative Charge, D&O Charge and all existing security held by any creditor prior to the issuance of this Order, shall be as follows:

- i. First – the Administration Charge;
- ii. Second – the DIP Charge;
- iii. Third – the D&O Charge; and
- iv. Fourth – existing security interests in such priority as they currently have.

STAY OF PROCEEDINGS

11. THIS COURT ORDERS that the time within which Datatax is to make a proposal pursuant to section 62(1) of the BIA, and the corresponding stay of proceedings provided for in section 69 of the BIA, is hereby extended in accordance with section 50.4(9) of the BIA up to and including October 28, 2023.

12. THIS COURT ORDERS that the stay of proceedings provided for under section 69 of the BIA is hereby extended to the Datatax Subsidiaries in accordance with section 50.4(9) of the BIA up to and including October 28, 2023.

GENERAL

13. THIS COURT ORDERS that the Proposal Trustee is hereby authorized, directed and empowered to perform its functions and to fulfill its obligations under the SSP to facilitate the implementation of the SSP.

14. THIS COURT ORDERS that Datatax and the Proposal Trustee may, from time to time, apply to this Court for advice and directions in the discharge of their powers and duties hereunder and under the SSP.

15. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada and as against all Persons against whom it may otherwise be enforced.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist Datatax and the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Datatax and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Proposal Trustee and Datatax and their respective agents in carrying out the terms of this Order.

Schedule "A"

Sales Solicitation Process

Procedures for the Sale Solicitation Process

On August 14, 2023, Datatax Business Services Limited ("**Datatax**") filed a notice of intention to make a proposal (the "**NOI**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"). KPMG Inc. was named as the proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**").

On August 17, 2023, the Superior Court of Ontario (Commercial List) in the City of Toronto (the "**Court**") granted an order (the "**SSP Order**") pursuant to the BIA, authorizing Datatax to undertake a sale solicitation process ("**SSP**") for the sale of its assets (the "**Property**") and business operations (the "**Business**") conducted through its operating subsidiaries, FBC Financial & Estate Planning Services Inc., Farm Business Consultants Inc., and Wheatland Accounting Services Inc. (collectively, the "**Opcos**"). The SSP will be conducted by the Proposal Trustee in the manner set forth herein.

Among other things, the SSP Order also: (a) approved the procedures set out in this Schedule (the "**Bidding Procedures**") for the solicitation of offers or proposals (each a "**Bid**") for the acquisition of all the Property and Business of Datatax, and (b) approved the form of asset purchase agreement entered into on August 11, 2023 between Datatax, as seller, and 2872802 Ontario Inc., as purchaser (the "**Stalking Horse Bidder**") (as same may be amended from time to time pursuant to its terms, the "**Stalking Horse Agreement**") as the "Stalking Horse Bid" for the purposes of the SSP, provided that the Stalking Horse Agreement and the transactions provided for therein must be submitted to the Court for consideration in a subsequent application upon completion of the SSP or upon termination thereof and the Stalking Horse Agreement being the Successful Bid (as defined below).

Bidding Procedures

Opportunity

1. The SSP is intended to solicit interest from qualified parties in an acquisition of all the Property and Business of Datatax, with a completion date of a transaction or transactions no later than Monday, October 16, 2023 (the "**Opportunity**").
2. The Stalking Horse Agreement constitutes a qualified Bid by the Stalking Horse Bidder for all purposes and at all times under this SSP and will serve as the Stalking Horse Bid for purposes of this SSP and these Bidding Procedures.

General Terms

3. The Bidding Procedures describe the manner in which prospective bidders may gain access to due diligence materials concerning Datatax and the Business, the manner in which bidders may participate in the SSP, the requirement of and the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder and the requisite approvals to be sought from the Court in connection therewith.
4. The Proposal Trustee, in consultation with Datatax, may at any time and from time to time, modify, amend, vary or supplement the Bidding Procedures, without the need for obtaining an order of the Court or providing notice to Bidders, Qualified Bidders, or the Successful Bidder, provided that the Proposal Trustee determines that such modification, amendment, variation or supplement is expressly limited to changes that do not materially alter, amend or prejudice the rights of such Bidders (including the rights of the Stalking Horse Bidder, except with the authorization of the Stalking Horse Bidder) and that are necessary or useful in order to give effect to the substance of the SSP, the Bidding Procedures and the SSP Order. Notwithstanding the foregoing and for greater certainty, any modification to the dates and time limits indicated in the table contained in paragraph 4 herein will require the authorization of the Secured Lender, acting reasonably. The Proposal Trustee will post on the Proposal Trustee's website, as soon as practicable, any such modification, amendment, variation or supplement to the Bidding Procedures and inform the bidders impacted by such modifications.

5. In the event of a dispute as to the interpretation or application of the SSP Order or Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.
6. The Proposal Trustee, in consultation with Datatax, may, as it deems appropriate, consult with Fiera Private Debt Fund VI L.P. (the “**Secured Lender**”) throughout the SSP upon such assurances as to confidentiality as the Proposal Trustee may require.
7. Participants in the SSP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, the Auction and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

A summary of the key dates pursuant to the SSP is as follows:

Event	Timing
<p>1. Preparation</p> <p>Datatax to assemble due diligence information and set up VDR</p> <p>Proposal Trustee to prepare a Teaser Letter and NDA</p>	<p>In advance of Court approval of the SSP Order</p> <p>Thursday, August 17, 2023</p>
<p>2. Notice</p> <p>Datatax to publish notice of the SSP in <i>The Globe and Mail (National Edition)</i></p> <p>Proposal Trustee to distribute Teaser Letter and NDA to potentially interested parties</p>	<p>Within five (5) days following issuance of the SSP Order for Teaser Letter and NDA to be distributed.</p> <p>Tuesday, August 22, 2023</p> <p>Within five (5) business days following issuance of the SSP Order for notice to be published in <i>The Globe and Mail (National Edition)</i>.</p> <p>Thursday, August 24, 2023</p>
<p>3. Bid Deadline</p>	<p>43 days following issuance of SSP Order</p> <p>Friday, September 29, 2023</p>
<p>4. Notice to Qualified Bidders</p> <p>Proposal Trustee to notify each Bidder in writing as to whether its Bid constitutes a Qualified Bid</p>	<p>Within three (3) days following Bid Deadline</p> <p>Monday, October 2, 2023</p>
<p>5. Auction Date</p>	<p>Five (5) days following Bid Deadline</p> <p>Wednesday, October 4, 2023</p>
<p>6. Sale Approval Motion</p>	<p>Wednesday, October 11, 2023</p>

7. Closing – Successful Bid

Friday, October 13, 2023 or
such earlier date as is achievable.

Anticipated deadline for closing of Successful Bid
being the Target Closing Date

Monday, October 16, 2023

8. Outside Date – Closing

Outside Date by which the Successful Bid must
close

Solicitation of Interest: Notice of the SSP

8. As soon as reasonably practicable, but, in any event, by no later than five (5) days after the granting of the SSP Order:
 - a) the Proposal Trustee, in consultation with Datatax, will prepare a list of potential bidders, including (i) parties that have approached Datatax or the Proposal Trustee indicating an interest in the Opportunity, (ii) strategic and financial parties who the Proposal Trustee, in consultation with Datatax, believe may be interested in purchasing all the Property and Business, and (iii) parties that showed an interest in Datatax and/or its assets prior to the date of the SSP Order i, in each case whether or not such party has submitted a letter of intent or similar document (collectively, the “**Known Potential Bidders**”); and
 - b) the Proposal Trustee, in consultation with Datatax, will prepare a process summary (the “**Teaser Letter**”) describing the Opportunity, outlining the process under the SSP and inviting recipients of the Teaser Letter to express their interest pursuant to the SSP; and (ii) a non-disclosure agreement in form and substance satisfactory to the Proposal Trustee and Datatax and their respective counsel which shall enure to the benefit of any purchaser of the Business or Property or any part thereof (an “**NDA**”).
9. The Proposal Trustee will cause the Teaser Letter and NDA to be sent to each Known Potential Bidder by no later than five (5) days from the SSP Order and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Proposal Trustee as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.
10. As soon as reasonably practicable, but, in any event, by no later than five (5) business days after the granting of the SSP Order, the Proposal Trustee will arrange for a notice of the SSP and any other relevant information that Datatax, in consultation with the Proposal Trustee, considers appropriate to be published as soon as reasonably practicable after the date hereof in *The Globe and Mail (National Edition)*.

Potential Bidders and Due Diligence Materials

11. Any party who wishes to participate in the SSP (a “**Potential Bidder**”) must provide to the Proposal Trustee (i) an NDA executed by it, (ii) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder, and (iii) any other information that the Proposal Trustee may reasonably request.
12. A confidential virtual data room (the “**VDR**”) in relation to the Opportunity will be made available by Datatax or by the Proposal Trustee to Potential Bidders that have executed the NDA. The VDR will be made available as soon as practicable. The Proposal Trustee may also, in consultation with Datatax, limit the access of any Potential Bidder to any confidential information in the VDR where the Proposal Trustee may also, in consultation with Datatax, reasonably determine that such access could negatively impact the SSP, the ability to maintain the confidentiality of the information, the Business or its value.

13. Without limiting the generality of any term or condition of any NDA between Datatax on the one hand, and any Potential Bidder or Bidder, on the other, unless otherwise agreed by the Proposal Trustee and Datatax or ordered by the Court, no Potential Bidder or Bidder shall be permitted to have any discussions with (a) any counterparty to any contract with Datatax or its subsidiaries, any secured creditor of Datatax, any current or former director, manager, shareholder, officer, member or employee of Datatax and its subsidiaries (or any of them), other than in the normal course of business and wholly unrelated to Datatax, the potential transaction, the confidential information, the SSP or the NOI, and (b) any other Potential Bidder or Bidder regarding the SSP or any bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, where any such communications are agreed to with the Proposal Trustee's consent, such discussions shall be made in the presence of the Proposal Trustee.
14. A Potential Bidder that has executed an NDA will be provided a copy of the Stalking Horse Agreement, and any material amendments thereto, as soon as practicable.
15. Datatax, the Proposal Trustee, and their respective advisors make no representation or warranty as to the information contained in the Teaser Letter or otherwise made available pursuant to the SSP.

Formal Binding Offers

16. Potential Bidders that wish to make a formal offer to purchase the Property and Business of Datatax (a "**Bidder**") shall submit a binding offer (a "**Bid**") that complies with all of the following requirements to the Proposal Trustee, which Bid shall be delivered by such Bidder by no later than 12:00 pm (Toronto Time) on September 29, 2023 or such later date as may be communicated by the Proposal Trustee to Potential Bidders via a Bid Deadline Letter (the "**Bid Deadline**").
17. The Bid will only be considered a "Qualified Bid" if the Bid complies at a minimum with the following:
 - a) it must be a duly executed binding offer ("**Binding Offer**") to acquire all or substantially all of the Property and Business of Datatax with a purchase price stated in Canadian Dollars;
 - b) the form of consideration for the proposed sale must be in cash;
 - c) it is received by the Bid Deadline;
 - d) is accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by Datatax by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two "**Business Days**" (a day on which banks are open for business in Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario) after the date of closing of the Successful Bid; and (B) the Outside Date;
 - e) it clearly indicates that such proposal will at a minimum and on closing, provide net cash proceeds that are not less than the aggregate total of: (i) the total consideration under the Stalking Horse Agreement (being approximately \$40.7 million), plus (ii) an amount equivalent to the break fee of \$400,000, and (iii) a minimum overbid amount of \$150,000 (the amounts set forth in this paragraph 17.e), the "**Minimum Purchase Price**";
 - f) it must include a redline to the Stalking Horse Agreement;
 - g) it provides written evidence, satisfactory to the Proposal Trustee, in consultation with Datatax, of the ability to consummate the transaction within the timeframe contemplated by the SSP and to satisfy any obligations or liabilities to be assumed on closing of the transaction;
 - h) it contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on or before Friday, October 13, 2023, or such earlier date as is practical for the parties to close the contemplated transaction,

following the satisfaction or waiver of the conditions to closing (the "**Target Closing Date**") and in any event no later than Monday, October 16, 2023 (the "**Outside Date**");

- i) it is not subject to any financing condition;
- j) it is unconditional, other than upon the receipt of the Sale Approval Order(s) and satisfaction of any other conditions expressly set forth in the Binding Offer;
- k) it identifies all proposed material conditions to closing including, without limitation, any internal, regulatory or other approvals and any form of consent, agreement or other document required from a government body, stakeholder or other third party, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such conditions, along with information sufficient for the Proposal Trustee, in consultation with Datatax, to determine that these conditions are reasonable in relation to the Bidder;
- l) includes acknowledgments and representations of the Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business in making its Binding Offer; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; and (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities;
- m) it is accompanied by a deposit in the amount of not less than 10% of the total consideration on closing (the "**Deposit**"), which shall be payable to the Proposal Trustee and held in trust and dealt with in accordance with paragraph 32;
- n) it contains such other information as may be reasonably requested by the Proposal Trustee, in consultation with Datatax; and
- o) it does not provide for any break fee or expense reimbursement, it being understood and agreed that no bidder will be entitled to any such bid protections.

Stalking Horse Agreement

- 18. For greater certainty, the mutual releases provided for in the Stalking Horse Agreement are personal and specific to the Stalking Horse Bidder and should not be available to other Bidders, except at the sole discretion of the Secured Lender and Datatax.
- 19. For purposes of all other Bids and Overbids, the principal payments owing to the Secured Lender shall continue to accrue all interest, fees, and expenses as permitted under the secured debt facility.

Assessment of Bids

- 20. Following the Bid Deadline, the Proposal Trustee and Datatax will assess the Bids received. The Proposal Trustee, in consultation with Datatax, may designate the most competitive Bids that comply with the requirements set out herein to be "**Qualified Bids**". In performing such review and assessment, the Proposal Trustee and Datatax, may evaluate the following non-exhaustive list of considerations: (a) the purchase price and net value (including assumed liabilities and other obligations to be performed by the bidder); (b) the claims likely to be created by such Bid in relation to other Bids; (c) the counterparties to the transaction; (d) the terms of transaction documents, including, if applicable, the proposed revisions to the Stalking Horse Agreement; (e) the closing conditions and

other factors affecting the speed, certainty and value of the transaction; (f) planned treatment of stakeholders, including employees; (g) the assets included or excluded from the Bid; (h) any restructuring costs that would arise from the Bid; (i) the likelihood and timing of consummating the transaction; (j) the capital sufficient to implement post-closing measures and transactions; and (k) any other factors the directors or officers of Datatax may, in exercising their business judgment, reasonably deem relevant.

21. Datatax and the Proposal Trustee shall be under no obligation to designate the highest or otherwise best Bid, or any Bid, as a Qualified Bid. Only Bidders whose Bids have been designated as Qualified Bids (such Bidders, being "**Qualified Bidders**") shall be eligible to participate in the Auction.
22. The Proposal Trustee shall cause each Bidder to be notified in writing as to whether its Bid constituted a Qualified Bid within three (3) Business Days of the Bid Deadline.
23. The Stalking Horse Agreement shall constitute a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under the SSP, including the Auction, notwithstanding anything to the contrary contained herein.
24. The Proposal Trustee, in consultation with Datatax and the Secured Lender, may waive compliance with any one or more of the requirements set out in these Bidding Procedures and deem such non-compliant Bids to be a Qualified Bid.
25. The Proposal Trustee and Datatax shall be entitled to discuss and negotiate the Bid prior to the Bid Deadline for purposes of amending or clarifying the terms and form thereof.
26. In the event that, following the expiry of twenty-nine (29) days after issuance of the SSP Order, being September 15, 2023, the Proposal Trustee concludes that there are no active participants in the SSP, the Proposal Trustee may terminate the SSP prior to the Bid Deadline. The Stalking Horse Bid would be deemed the Successful Bid without the requirement of holding the Auction, and Datatax will proceed to seek Court approval of the Stalking Horse Agreement as the Successful Bid.
27. If no Bids are designated as Qualified Bids, the Stalking Horse Bid shall be deemed the Successful Bid without the requirement of holding the Auction, and Datatax will proceed to seek Court approval of the Stalking Horse Agreement as the Successful Bid.

Auction

28. The Auction will commence at a time to be designated by the Proposal Trustee, at 10:00 am (Toronto Time) on October 4, 2023, and may, in the discretion of the Proposal Trustee, be held virtually via videoconference, teleconference or such other reasonable means as the Proposal Trustee deems appropriate. The Proposal Trustee and Datatax will work in good faith with the parties entitled to attend the Auction to arrange for the Auction to be so held.
29. The Auction will be conducted in accordance with the procedures set forth in this paragraph:
 - a) Except as otherwise permitted in the Proposal Trustee's discretion, only Datatax, the Proposal Trustee, the Qualified Bidders, and the Secured Lender, and, in each case, their respective professionals and representatives, will be entitled to attend the Auction. Only Qualified Bidders (including, for greater certainty, the Stalking Horse Bidder) are eligible to participate in the Auction;
 - b) Prior to the Auction, the Proposal Trustee will identify, in consultation with Datatax, the highest and best of the Qualified Bids received, taking into account all factors that they reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 20, above. Such Qualified Bid will constitute the opening bid for the purposes of the Auction (the "**Opening Bid**"). Subsequent bidding will continue in minimum

increments valued at not less than \$150,000 cash in excess of the Opening Bid (each, an “Overbid”), or as otherwise declared by the Proposal Trustee during the Auction with the approval of Datatax;

- c) The Opening Bid shall be disclosed to all Qualified Bidders participating in the Auction. The Auction shall be conducted such that all Overbids will be made and received, on an open basis, and all Auction participants will be entitled to be present for all bidding with the understanding that the true identity of each Auction participant will be fully disclosed to all other Auction participants and that all material terms of each subsequent bid will be fully disclosed to all other Auction participants throughout the entire Auction;
- d) Except as otherwise set forth herein, the Proposal Trustee, in consultation with Datatax, may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are: (i) not inconsistent with the SSP Order, the SSP, the Bidding Procedures, the BIA, or any order of the Court issued in connection with the NOI; (ii) disclosed to each Qualified Bidder; and (iii) designed, in the Proposal Trustee's business judgment, to result in the highest and otherwise best offer;
- e) The Proposal Trustee may arrange for the actual bidding at the Auction to be transcribed or recorded. Each Qualified Bidder participating in the Auction will designate a single individual to be its spokesperson during the Auction;
- f) Each Qualified Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with Datatax or any other person regarding the SSP, that has not been disclosed to all other Qualified Bidders. For greater certainty, communications between the Stalking Horse Bidder and either Datatax or the Proposal Trustee with respect to and in preparation of the Stalking Horse Agreement, the SSP, the Bidding Procedures and other ancillary matters prior to the issuance of the SSP Order and the commencement of the SSP will not represent collusion nor communications prohibited by this paragraph;
- g) All Qualified Bidders will have the right, at any time, to request that the Proposal Trustee announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Qualified Bidder, use reasonable efforts to clarify any and all questions such Qualified Bidder may have regarding the Proposal Trustee's announcement of the then-current highest and best bid;
- h) Each participating Qualified Bidder will be given reasonable opportunity to submit an Overbid at the Auction to any then-existing Overbids. The Auction will continue until the bidding has concluded and there is one remaining Qualified Bidder. At such time and upon the conclusion of the bidding, the Auction will be closed, and the final remaining Qualified Bidder will be the Successful Bidder;
- i) During the Auction, the Proposal Trustee, in consultation with Datatax, will:
 - i. review Overbids, taking into account all factors that they reasonably deem relevant to the value of such bid, including, among other things, those considerations listed in paragraph 21, above; and
 - ii. identify the highest or otherwise best Overbid received at any given time during the Auction, with the highest or otherwise best such bid or bids at the conclusion of the Auction being the Successful Bid, and the Qualified Bidder making such Bid the Successful Bid.
- j) Upon selection of a Successful Bidder, the Proposal Trustee will require the Successful Bidder to deliver, as soon as practicable, an amended and executed transaction document that reflects

their final bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the application material for the hearing to consider the Sale Approval Motion;

- k) The Proposal Trustee and Datatax will not consider any bids submitted after the conclusion of the Auction;
30. The Successful Bid will be selected by no later than 5:00 p.m. (Eastern Time) on October 5, 2023 and the completion and execution of definitive documentation in respect of the Successful Bid must be finalized and executed no later than October 6, 2023, which definitive documentation will be conditional only upon the receipt of the Sale Approval Order(s) and the express conditions set out therein and will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Target Closing Date, or such longer period as may be agreed to by the Proposal Trustee, in consultation with Datatax and the Successful Bidder. In any event, the Successful Bid must be closed by no later than the Outside Date.

Sale Approval Motion

31. Datatax will apply to the Court (the "**Sale Approval Motion**") for one or more orders: (i) approving the Successful Bid and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and (ii) granting a vesting order so as to vest title to any purchased assets in the name of the Successful Bidder (collectively, the "**Sale Approval Order(s)**"). The Sale Approval Motion will be held on a date to be scheduled by Datatax and confirmed by the Court upon application by Datatax.

Deposits

32. The Deposit(s):
- a) will, upon receipt from the Qualified Bidder(s), be retained by the Proposal Trustee and deposited in a non-interest-bearing trust account;
 - b) received from the Successful Bidder, will:
 - i. be applied to the purchase price to be paid by the applicable Successful Bidder, upon closing of the approved transaction; and
 - ii. otherwise be held and refundable in accordance with the terms of the definitive documentation in respect of any Successful Bid, provided that all such documentation will provide that the Deposit will be retained by Datatax and forfeited by the Successful Bidder, if the Successful Bid fails to close by the Outside Date, and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the Successful Bid; and
 - c) received from the Qualified Bidder(s) that are not the Successful Bid will be fully refunded, to the Qualified Bidder(s) that paid the Deposit(s) as soon as practical following the closing of the Successful Bid.

Further Orders

33. At any time during the SSP, Datatax, the Secured Lender or the Proposal Trustee may apply to the Court for advice and directions with respect to any aspect of this SSP including, but not limited to, the continuation of the SSP or with respect to the discharge of its powers and duties hereunder.

Supervision of the SSP

34. The Proposal Trustee shall oversee and conduct the SSP, in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SSP in the manner set out in this SSP, the SSP Order, and any other orders of the Court, and is entitled to receive all information in relation to the SSP.
35. This SSP does not and will not be interpreted to create any contractual or other legal relationship between Datatax or the Proposal Trustee and any Potential Bidder, Bidder, Qualified Bidder, Successful Bidder or any other party, other than as specifically set forth in a definitive agreement that may be entered into with Datatax.
36. Without limiting the generality of preceding paragraph, the Proposal Trustee shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Successful Bidder, Datatax, or any other creditor or other stakeholder of Datatax, for any act or omission related to the process contemplated by this SSP. By submitting a Bid, each Bidder shall be deemed to have agreed that it has no claim against the Proposal Trustee for any reason whatsoever.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED OF DATATAX BUSINESS
SERVICES LIMITED, A CORPORATION FORMED UNDER THE
LAWS OF ONTARIO

Court File No. BK-23-02975175-0031
Estate File No. 31-2975175

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

Proceeding commenced at TORONTO

ORDER

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