

**SUPERIOR COURT  
(Commercial Division)**

**CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
NO.: 500-11-060355-217  
ESTATE NO.: 41-2777077  
ESTATE NO.: 41-2777094**

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**In the Matter of the Notice of Intention to Make a Proposal of:**

**CHRONOMÉTRIQU INC.**

**Debtor/Petitioner**

- and -

**HEALTH MYSELF INNOVATIONS INC.**

**Debtor/Petitioner**

- and -

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS  
(Québec)**

- and -

**TELUS HEALTH SOLUTIONS INC.**

**Mises-en-Cause**

- and -

**RICHTER ADVISORY GROUP INC.**

**Proposal Trustee**

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**APPLICATION FOR THE ISSUANCE OF AN EXTENSION, APPROVAL, VESTING AND  
ASSIGNMENT ORDER**

(Sections 50.4(9), 65.13, 84.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended)

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**TO ONE OF THE HONOURABLE JUDGES OR TO THE REGISTRAR OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION FOR THE DISTRICT OF MONTRÉAL, THE DEBTORS/PETITIONERS RESPECTFULLY SUBMIT:**

**I. INTRODUCTION**

1. Pursuant to the present *Application for the Issuance of an Extension, Approval, Vesting, and Assignment Order* (“**Application**”), ChronoMétriqu Inc. and Health Myself Innovations

Inc. (together, the “**Debtors**” or the “**Sellers**”) seek an order, substantially in the form of the proposed order attached as **Exhibit R-1 (“Approval and Vesting Order”)**: (i) authorizing the Debtors to execute an asset purchase agreement, dated November 23, 2021 (“**APA**”) between the Debtors, as vendors, and TELUS Health Solutions Inc., as purchaser (“**Purchaser**”), for the sale of the Purchased Assets (as defined below) (“**Transaction**”); (ii) approving the Transaction; and (iii) extending the stay of proceedings and the time to file a proposal up to and including December 7, 2021.

## II. **BACKGROUND**

2. ChronoMétriq Inc., doing business as Pomelo Health, was founded in 2012 to provide healthcare management and patient engagement software for healthcare professionals. The company’s platform of products improves clinic productivity, efficiency, and communications with patients.
3. Health Myself Innovations Inc. (“**HMI**”) is a wholly owned subsidiary of ChronoMétriq Inc. HMI has developed and operates an online portal called “The Health Myself Patient Portal”, which is designed to provide a secure and convenient way for patients and health care providers to engage online.
4. On October 26, 2021, the Debtors each filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“**BIA**”) and named Richter Advisory Group Inc. (“**Richter**”) as proposal trustee (“**Proposal Trustee**”).
5. This urgent insolvency filing was precipitated by an acute liquidity crisis following several years of mismanagement and recently discovered significant and growing financial losses. A more complete description of these reasons are outlined in the Debtors’ *Motion for the Issuance of an Order Authorizing and Approving Interim Financing, a Sale and Investment Solicitation Process, an Administrative Charge, a Directors and Officers Charge, a Key Employee Retention Program, Procedural Consolidation of the Estates, and Other Relief*, which was served on October 27, 2021.
6. On October 27, 2021, this Court granted an order (“**Initial Order**”):
  - a. approving an interim financing facility and an interim lender’s charge;
  - b. approving a sale and investment solicitation process for the Debtors’ assets (“**SISP**”);
  - c. approving an administration charge and a directors’ and officers’ charge;
  - d. approving a key employee retention plan; and
  - e. procedurally consolidated the Debtors’ bankruptcy estates.
7. The Attorney General of Canada has appealed the Initial Order on the basis that the Court cannot grant super priority charges that rank ahead of the Crown’s deemed trust. The appeal remains pending.

### III. SISP

8. Since the Initial Order was granted, the Proposal Trustee has conducted the SISP in accordance with the Initial Order.

9. The following table describes the SISP milestones:

Milestone	Deadline
Creation of virtual data room and identification of potential interested parties	October 25 to November 2, 2021
Issuance of teaser and confidentiality agreement to potentially interested parties	November 3, 2021, or earlier
Due date for bids	November 15, 2021
Selection of successful bidder (including auction if necessary), negotiation of contract and completion of transaction including court approval	November 30, 2021

10. The Proposal Trustee identified 260 strategic buyers ("**Potential Purchasers**") that might have an interest in purchasing the Debtors' assets and business ("**Opportunity**").

11. On October 29, 2021, the Proposal Trustee sent a solicitation letter to the Potential Purchasers to advise them of the Opportunity. The letter provided the Potential Purchasers with access to a cloud containing a teaser describing the Opportunity and a non-disclosure agreement ("**NDA**").

12. Twenty-five Potential Purchasers executed an NDA and were granted access to a virtual data room on November 2, 2021. The virtual data room contained all relevant information to assess the Opportunity. This information included a presentation from the Debtors' management team on future opportunities for Pomelo Health, the terms and conditions of the request for binding offers, and other relevant information.

13. In addition to the virtual data room, the Proposal Trustee and the Debtors' management team held numerous meetings with interested parties to both provide and respond to requests for additional information.

14. On November 15, 2021, the Proposal Trustee received three offers from Potential Purchasers ("**Offerors**"). The Debtors, in consultation with the Proposal Trustee, determined that none of these offers were acceptable.

15. Thereafter, the Offerors were provided an opportunity to submit revised offers to the Proposal Trustee by November 16, 2021 at 5:00 pm. (Montréal time) ("**Revised Deadline**").

16. All three Offerors submitted revised offers by the Revised Deadline.

17. After carefully reviewing and comparing the revised offers, the Debtors determined, in consultation with the Proposal Trustee, that the offer from the Purchaser was the most advantageous because, among other things, it maximizes recoveries for the Debtors' stakeholders.

#### IV. THE PROPOSED TRANSACTION

18. The terms of the Transaction are set out in a copy of the APA communicated herewith as **Exhibit R-2**.
19. Unless otherwise defined herein, all capitalized terms in this section have the meaning ascribed thereto in the APA.
20. The APA provides for the purchase, on an “as is, where is” basis, of all of the rights, title and interest of the Sellers in, among other things, Intellectual Property, Assumed Contracts, insurance policies, goodwill, customer information, websites, and computer software licenses by way of an order substantially in the form of the Approval and Vesting Order.
21. Further, pursuant to the APA, the Sellers’ rights, title and interest in those contracts listed in Schedule C to the Approval and Vesting Order will be assigned to the Purchaser.
22. The APA also contemplates that the Purchaser will offer employment to 42 Identified Employees (as this term is defined in the APA) prior to closing of the Transaction.
23. The purchase price for the Purchased Assets (the “**Purchase Price**”) will be satisfied by the Purchaser by cash, the assumption of the Assumed Liabilities, payment of Cure Costs, and payment of Pre-Closing Transferred Employee Wage and Vacation Liabilities.
24. It is a condition of the APA that the Debtors obtain the Approval and Vesting Order.

#### V. TRANSACTION SHOULD BE APPROVED

25. In the present circumstances, the Transaction represents the best option available for the Debtors’ stakeholders resulting from the SISP.
26. The SISP was conducted in a fair and reasonable manner pursuant to the Initial Order. The Proposal Trustee thoroughly canvassed the market for available options.
27. The APA represents the best price realizable for the Purchased Assets in the circumstances.
28. The APA also provides for the continued employment of 42 of the Debtors’ employees.
29. The Debtors do not have sufficient liquidity to continue to operate their business as a going concern. If the Transaction and APA are approved, the Debtors anticipate ceasing operations after the closing of the Transaction and making assignments in bankruptcy.
30. The Proposal Trustee is of the view that the contemplated Transaction, and the conclusions herein, provide the greatest benefit to the Debtors’ stakeholders, the whole as appears from the Proposal Trustee’s report (the “**Report**”) to be filed on or about the date hereof.
31. Accordingly, the Debtors respectfully submit that the Transaction should be approved.

**VI. STAY PERIOD SHOULD BE EXTENDED**

32. The stay period provided by the NOI filing ("**Stay Period**") currently expires on November 25, 2021. The Debtors are requesting an extension of this time period to December 7, 2021.
33. Pursuant to the APA, the Transaction is scheduled to close on November 29, 2021.
34. The objective of this NOI proceeding is to allow the Debtors to maximize the value of their business for their stakeholders. Accordingly, an extension of the Stay Period to December 7, 2021, will further this objective by enabling the Debtors to close the Transaction.
35. No creditor of the Debtors will be materially prejudiced if the Debtors' request for an extension of the Stay Period is granted. To the contrary, the Debtors' stakeholders will benefit from the continuation of the NOI proceedings so that the Transaction may close.
36. The Debtors have acted, are acting, and will continue to act in good faith and with due diligence.
37. The Debtors' cash flows are sufficient to continue operations up to and including December 7, 2021, as will appear from the Report.

**VII. SEALING**

38. In order to protect the Debtors' ability to negotiate with other parties in the event that the Transaction does not close as intended, the Debtors are requesting that the Purchase Agreement, the summary of offers received by the Proposal Trustee attached as Exhibit "K" to the Report, to be filed, the summary of revised offers received by the Proposal Trustee attached as Exhibit "L" to the Report, and the contract attached as Exhibit "M" to the Report, be sealed.

**FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

**GRANT** the Application;

**RENDER** the order substantially in the form of the draft Order filed in support of the Application as Exhibit R-1.

**WITHOUT COSTS**, save and except in case of contestation.

**MONTREAL, November 23, 2021**

*MILLER THOMSON LLP*

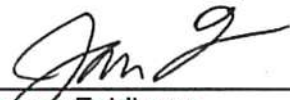
**MILLER THOMSON LLP**  
**Lawyers for the Debtors**  
**ChronoMétriq Inc. and Health Myself Innovations**  
**Inc.**

**SWORN STATEMENT**


I, the undersigned, James Feldkamp, having my principal place of business at 100-1396 Saint-Patrick Street, in the city of Montréal, Province of Québec, solemnly declare the following:

1. I am Chief Executive Officer of ChronoMétriq Inc.
2. I have taken cognizance of the attached *Application for the Issuance of an Extension, Approval, Vesting and Assignment Order* ("**Application**").
3. All the facts alleged in the Application of which I have personal knowledge are true.
3. Where I have obtained facts alleged in the Application from others, I believe them to be true.

**AND I HAVE SIGNED**

  
\_\_\_\_\_  
James Feldkamp

Solemnly declared before me at Montréal, Québec  
on the 23rd day of November 2021

  
\_\_\_\_\_  
Commissioner for Oaths  
for the Province of Québec



## NOTICE OF PRESENTATION

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TO: **SERVICE LIST**

### 1. PRESENTATION OF THE PROCEEDING

**TAKE NOTE** that the *Application for the Issuance of an Extension, Approval, Vesting and Assignment Order* will be presented in the Commercial Practice Division of the Superior Court, in Courtroom 16.10 of the Montreal courthouse during the virtual calling of the roll on **November 25, 2021 at 8:45 a.m.**, or as soon as counsel may be heard.

### 2. HOW TO JOIN THE VIRTUAL CALLING OF THE ROLL IN PRACTICE DIVISION

The contact information to join the calling of the roll of room 16.10 is as follows:

**a) using Teams:** click on the link available on the following website

[https://coursuperieureduquebec.ca/fileadmin/cour-superieure/Audiences\\_virtuelles\\_Montreal/Montreal\\_Codes\\_Teams\\_CS\\_Chambres\\_commerciale\\_civile\\_et\\_de\\_la\\_famille.pdf](https://coursuperieureduquebec.ca/fileadmin/cour-superieure/Audiences_virtuelles_Montreal/Montreal_Codes_Teams_CS_Chambres_commerciale_civile_et_de_la_famille.pdf)

You must then enter your name and click “Join Now”. To facilitate the process and the identification of participants, we ask that you enter your name in the following manner:

Attorneys: Mtre Name, Surname (name of party represented)

Trustees: Name, Surname (trustee)

Superintendent: Name, Surname (superintendent)

Parties not represented by an attorney: Name, Surname (specify: plaintiff, defendant, applicant, respondent, creditor, opposing party, or other)

Persons attending a public hearing may simply indicate “public”

**b) by telephone:**

Canada, Quebec (Charges will apply): +1 581-319-2194

Canada (Toll free): (833) 450-1741 Conference ID: 820 742 874#

**c) by videoconference:** teams@teams.justice.gouv.qc.ca

VTC Conference ID: 11973653703

**d) in person:** if and only if you do not have access to one of the above-mentioned technological means. You may then go to room 16.10 of the Montreal Courthouse, located at:

1 Notre-Dame St. East, Montreal, Quebec

### **3. FAILURE TO PARTICIPATE IN THE VIRTUAL CALLING OF THE ROLL**

**TAKE NOTE** that if you wish to contest the proceeding, you must inform in writing the party that initiated the proceeding at the contact information indicated in this notice of presentation at least 48 hours before the date of presentation of the proceeding and participate in the virtual calling of the roll. Otherwise, a judgment may be rendered against you during the presentation of the proceeding, without further notice or delay.

### **4. OBLIGATIONS**

#### 4.1 Duty of cooperation

**TAKE NOTE** that you are duty-bound to co-operate and, in particular, to keep one another informed at all times of the facts and particulars conducive to a fair debate and to make sure that relevant evidence is preserved (Code of Civil Procedure, art. 20).

#### 4.2 Dispute prevention and resolution processes

**TAKE NOTE** that before referring your dispute to the Court, you must consider private dispute prevention and resolution processes, which consist of negotiation between the parties as well as mediation and arbitration, in which the parties call on a third person to assist them (Code of Civil Procedure, art. 2).

**DO GOVERN YOURSELF ACCORDINGLY.**

MONTREAL, this November 23, 2021

*(s) Miller Thomson LLP*

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**MILLER THOMSON LLP**  
Lawyers for Debtors



# EXHIBIT R-1

**SUPERIOR COURT  
(Commercial Division)**

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-060355-217

DATE: November 25, 2021

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**PRESIDING:**

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***IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER  
THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, C B-3 OF:***

**CHRONOMÉTRIQ INC.**  
and  
**HEALTH MYSELF INNOVATIONS INC.**  
Debtors / Petitioners

and  
**RICHTER ADVISORY GROUP INC.**  
Trustee

and  
**TELUS HEALTH SOLUTIONS INC.**  
Mise-en-cause

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**EXTENSION, APPROVAL, VESTING AND ASSIGNMENT ORDER**

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- [1] **CONSIDERING** the *Application for the Issuance of an Extension, Approval, Vesting, and Assignment Order* (the “**Application**”), the affidavit of James Feldkamp and the exhibits in support thereof, filed by the Debtors/Petitioners ChronoMétriq Inc. and Health Myself Innovations Inc. (collectively the “**Petitioners**”), as well as the Report of Richter Advisory Group Inc. in its capacity as proposal trustee of the Petitioners (the “**Trustee**”), dated November 1, 2021 (the “**Report**”);
- [2] **CONSIDERING** the representations of counsel;
- [3] **CONSIDERING** the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”);
- [4] **CONSIDERING** that it is appropriate to issue an order approving the transaction(s) (the “**Transaction**”) contemplated by the agreement entitled *Asset Purchase Agreement*, dated November 23, 2021 (the “**Asset Purchase Agreement**”) by and between the Petitioners, as vendors, and TELUS Health Solutions Inc., as purchaser (collectively with any other party which TELUS Health Solutions Inc. may designate, the “**Purchaser**”), a copy of which was filed as Exhibit R-2 to the Application, and *inter alia* vesting in the Purchaser the right, title and interest in and to all of the Purchased Assets, as defined in the Asset Purchase Agreement and listed in **Schedule A** hereto.

**WHEREFORE THE COURT:**

- [5] **GRANTS** the Application.

**DEFINITIONS**

- [6] **DECLARES** that, unless otherwise defined, all capitalized terms in this Order shall have the meaning ascribed thereto in the Asset Purchase Agreement.

**SERVICE**

- [7] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and dispenses with further service thereof.
- [8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

**SALE APPROVAL**

- [9] **APPROVES** the Transaction.
- [10] **APPROVES and RATIFIES** the execution of the Asset Purchase Agreement by the Petitioners, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Trustee.
- [11] **AUTHORIZES and DIRECTS** the Trustee to hold the Deposit and to apply, disburse and/or deliver the Deposit, in whole or in part, in accordance with the provisions of the Asset Purchase Agreement.
- [12] **AUTHORIZES and DIRECTS** the Trustee to receive and hold the Purchase Price and the Net Proceeds in accordance with the Asset Purchase Agreement and this Order.

**EXECUTION OF DOCUMENTATION**

- [13] **AUTHORIZES** the Petitioners and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Asset Purchase Agreement and any other ancillary document which could be required or useful to give full and complete effect thereto.

**AUTHORIZATION**

- [14] **ORDERS and DECLARES** that this Order shall constitute the only authorization required by the Petitioners to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

**VESTING OF PURCHASED ASSETS**

- [15] **ORDERS and DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule B** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all rights, titles, benefits, priorities, claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts and deemed trusts (whether contractual, statutory or otherwise), assignments, judgments, executions, writs of seizure or execution, notices of execution, notices of sale, options, agreements, legal, equitable or contractual set-off, adverse

claims, levies, taxes, disputes, debts, charges, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, taxes or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the “**Encumbrances**”), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec*, or the *Personal Property Security Act* of the Province of Ontario, or any other applicable legislation providing for a security interest in personal or movable property.

- [16] For greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable date of the Certificate.
- [17] **ORDERS** and **DECLARES** that, upon the issuance of the Certificate, the rights and obligations of the Petitioners under the agreements listed in **Schedule C** hereto, as they may have been amended or restated from time to time (the “**Assumed Contracts**”), are assigned to the Purchaser.
- [18] **ORDERS** that all Cure Costs in relation to the Assumed Contracts shall be remedied by the Purchaser no later than fourteen (14) days following the issuance of the Certificate.
- [19] **DECLARES** that except as provided for in section 2.7 of the Asset Purchase Agreement, the Purchaser, its affiliates and their respective shareholders, directors, officers, employees, agents or mandataries shall not be responsible or be liable in any manner whatsoever, for any claims or obligations in respect of any employees or former employees of the Petitioners arising out of matters or resulting from events which occurred prior to Closing.
- [20] **DECLARES** that the Purchaser nor any affiliate thereof shall not be responsible or be liable in any manner whatsoever for any liabilities, claims and obligations of the Petitioners for Taxes, including those resulting from or arising as a result of the sale of the Purchased Assets, other than Transfer Taxes.
- [21] **DECLARES** that the Purchaser nor any affiliate thereof shall not be responsible or be liable in any manner whatsoever for any liabilities, claims and obligations resulting from an actual or suspected loss of, unauthorized access to, alteration or compromise of, unavailability of, or unauthorized disclosure of Personal Information in the custody or control of the Petitioners.
- [22] **DECLARES** that neither the Purchaser nor any affiliate thereof shall assume or be deemed to assume any liabilities or obligations whatsoever of any of the

Petitioners (other than as expressly assumed under the terms of the Asset Purchase Agreement or of this Order).

- [23] **ORDERS** the Petitioners to send by e-mail, registered mail or courier a copy of this Order to every party to an Assumed Agreement.
- [24] **ORDERS** the Trustee to file with the Court a copy of the Certificate, as soon as practicable after issuance thereof.

### **CANCELLATION OF SECURITY REGISTRATIONS**

- [25] **ORDERS** the *Quebec Personal and Movable Real Rights Registrar*, upon the issuance of the Certificate, to strike and discharge any registration, as the case may be, in connection with the Purchased Assets, in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations.
- [26] **ORDERS** the *Quebec Personal and Movable Real Rights Registrar*, upon presentation of the required form with a true copy of this Order and the Certificate and upon payment of the prescribed fees, to strike and discharge the following registrations and, **ORDERS** that the registrations numbered 20-0850335-0001, 21-1150305-0001, 20-1044771-0001, 20-1008953-0001, 20-0959101-0001, 20-0950624-0002, 18-0276200-0001, 21-1152889-0001, 18-0276200-0002, 20-0950624-0001, and 20-1008953-0002 be totally and entirely discharged in respect of all of the Petitioners' assets and not only in respect of the Purchased Assets.
- [27] **ORDERS** that, upon the issuance of the Certificate, the Petitioners shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, including filing such financing change statements in the Ontario Personal Property Registry ("**OPPR**") as may be necessary, provided that the Petitioners shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and the Petitioners shall be authorized to take any further steps by way of further application to this Court.

### **NET PROCEEDS**

- [28] **ORDERS** that the Purchase Price from the sale of the Purchased Assets (net of any applicable deductions or adjustments, the "**Net Proceeds**") shall be remitted to the Trustee for distribution in accordance with applicable legislation upon a final order of this Court.
- [29] **ORDERS** that, for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price by the Purchaser,

all Encumbrances, including without limitation the charges created pursuant to the Order from this Court dated October 27, 2021, shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

### **PROTECTION OF PERSONAL INFORMATION**

[30] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 or any similar provision of any applicable provincial legislation (collectively, the “**Applicable Privacy Laws**”), the Petitioners and the Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Petitioners’ records pertaining to their current and former employees, including personal information of those employees listed on Schedule “4.1” to the Asset Purchase Agreement (the “**Disclosed Information**”).

[31] **ORDERS** that the Purchaser shall:

- (a) maintain and protect the Disclosed Information with security safeguards appropriate to the Disclosed information and as may otherwise be required by Applicable Privacy Laws; and
- (b) use and disclose the Disclosed Information for the purposes for which the Disclosed Information was collected by the Petitioners and as may otherwise be permitted by Applicable Privacy Laws.

### **VALIDITY OF THE TRANSACTION**

[32] **ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such application;
- (c) any assignment in bankruptcy; or
- (d) the provisions of any federal or provincial legislation;

the vesting of Purchased Assets contemplated in this Order, the assignment of agreements pursuant to this Order, the execution of the Asset Purchase Agreement authorized by this Order, the payments, distributions and

disbursements made pursuant to or in connection with this Order as well as the Encumbrances, including without limitation the charges created pursuant to the Order from this Court dated October 27, 2021, attaching to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Petitioners, the Purchaser, or the Trustee.

### **LIMITATION OF LIABILITY**

- [33] **DECLARES** that nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.
- [34] **DECLARES** that no action lies against the Trustee by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Trustee or belonging to the same group as the Trustee shall benefit from the protection arising under the present paragraph.

### **ACCOUNTS**

- [35] **ORDERS** that any and all payment processors (the "Processors") with which the Petitioners have accounts (the "Accounts") shall process and/or facilitate the transfer of, or changes to, such Accounts in order to implement the Transaction.
- [36] **ORDERS** that if upon Closing, certain Accounts have not yet been transferred or changed, the Purchaser shall be authorized, for a period of thirty (30) business days following the Closing, to use the Accounts of the Petitioners (subject only to the due payment of customary fees for the use of such Accounts) for the purpose of conducting its business and operations and that any and all amounts deposited in such Accounts by the Purchaser shall remain the sole and exclusive property of the Purchaser, free and clear of any and all Encumbrances of any third party against the Petitioners.

### **EXTENSION OF TIME TO FILE A PROPOSAL**

- [37] **ORDERS** that the time within which to file a proposal pursuant to section 50.4 of the BIA and the corresponding stay of proceedings provided for in section 69 of



the BIA, be and are hereby extended in accordance with subsection 50.4(9) of the BIA up to and including December 7, 2021.

## **GENERAL**

- [38] **ORDERS** that the Asset Purchase Agreement, the summary of offers received by the Proposal Trustee attached as Exhibit “K” to the Report, the summary of revised offers received by the Proposal Trustee attached as Exhibit “L” to the Report, and the contract attached as Exhibit “M” to the Report be kept confidential and under seal.
- [39] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [40] **DECLARES** that the Petitioners, the Purchaser or the Trustee may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [41] **DECLARES** that the Petitioners and the Trustee shall be entitled to seek leave to vary this Order upon such terms and such notice as this Court deems just.
- [42] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or elsewhere, to give effect to this Order and to assist, the Petitioners, the 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 the Petitioner and the Trustee, as an officer of this Court, to grant representative status to the Trustee in any foreign proceeding or to assist the Petitioners’, the Trustee and their respective agents in carrying out this Order.
- [43] **ORDERS** that each of the Petitioners’ and the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulator or administrative body, wherever located, for the recognition of the Order and for assistance in carrying out the terms of this Order, and that the Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada.
- [44] **ORDERS** provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.

[45] **THE WHOLE** without costs.

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MTRE. MICHEL LA ROCHE  
(MILLER THOMSON LLP)  
Attorneys for the Petitioners

MTRE. HUGO BABOS-MARCHAND  
(MCCARTHY TÉTRAULT LLP)  
Attorneys for the Trustee

MTRE. SANDRA ABITAN  
MTRE. ILIA KRAVTSOV  
(OSLER HOSKIN & HARCOURT LLP)  
Attorneys for the Purchaser

Hearing date: November 25, 2021

**SCHEDULE A**  
**PURCHASED ASSETS**

- (a) Intellectual Property. All right, title and interest of the Sellers in and to the Company Intellectual Property;
- (b) Contracts. The full benefit of the Assumed Contracts;
- (c) Accounts Receivable. All of the Accounts Receivable;
- (d) Actions, etc. All claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Sellers related to any of the Purchased Assets or any of the Assumed Liabilities, and the positive interest of the Sellers in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered prior to Closing (but excluding any of the foregoing in respect of any of the Excluded Assets or liabilities that are not Assumed Liabilities).
- (e) Insurance.
  - (i) All contracts of insurance, insurance policies and insurance plans of the Sellers relating to the Purchased Assets, to the extent transferable.
  - (ii) As applicable pursuant to Section 5.6(b), all proceeds of any insurance payable as a result of the occurrence of a loss, damage, destruction, appropriation, expropriation or seizure of Purchased Assets.
  - (iii) The full benefit of the Sellers's rights to insurance claims (excluding proceeds paid directly by the insurer to or on behalf of directors and officers under director and officer policies) relating to the Purchased Assets and amounts recoverable in respect thereof net of any deductible.
- (f) Goodwill of the Business. The goodwill of the Business including the goodwill in the names "Chronométriq", "Health Myself Innovations", and "Pomelo" and any trademarks used in connection with the Business;
- (g) Customer Information. All customer lists and files and sales histories (historical, pending and/or contracted) relating to the Business;
- (h) Internet Accounts. All internet web sites domain names, and, to the extent transferrable, social media accounts relating to the Business, including all product pictures, marketing materials, building plans, designs and drawings posted thereon that do not form part of the Company Intellectual Property;

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- (i) Computer Software Licenses. All Software owned (or purported to be owned) by the Sellers or used by the Sellers in the operation of the Business;
- (j) Hardware. All computer hardware, data storage devices, servers, mobile phones and other telecommunications equipment used in the operation of the Business;
- (k) Express Consents – Canada's Anti-Spam Law. All express consents obtained by the Sellers under applicable privacy and anti-spam Laws from any Person, including to (i) send or cause to be sent an electronic message to such person, and/or (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than, or in addition to that, specified by such person;
- (l) Books and Records. All Books and Records; and
- (m) General. All telephone numbers, facsimile numbers and email addresses used in connection with the Business.

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**SCHEDULE B**  
**DRAFT CERTIFICATE OF THE TRUSTEE**

**CANADA**

**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**

**SUPERIOR COURT**  
(Commercial Division)

(Sitting as a court designated pursuant to  
the *Bankruptcy and Insolvency Act*, RSC  
1985, c B-3)

No.: 500-11-060355-217

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**IN THE MATTER OF THE NOTICE OF  
INTENTION TO MAKE A PROPOSAL OF:  
CHRONOMÉTRIQ INC.**

-and-

**HEALTH MYSELF INNOVATIONS INC.**  
Debtors/Petitioners

-and-

**RICHTER ADVISORY GROUP INC.**  
Trustee

-and-

**TELUS HEALTH SOLUTIONS INC.**

Mise-en-cause

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**CERTIFICATE OF THE TRUSTEE**

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**RECITALS:**

**WHEREAS** on October 26, 2021, ChronoMétriq Inc. and Health Myself Innovations Inc. (together, the “**Petitioners**”) filed Notices of Intention to Make a Proposal (“**NOI**”) pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

**WHEREAS** on October 26, 2021, Richter Advisory Group Inc. was named Proposal Trustee of the Debtors pursuant to the NOIs;

**WHEREAS** on November ●, 2021, the Superior Court of Quebec (the “**Court**”) issued an Extension, Approval, Vesting and Assignment Order (the “**Vesting Order**”) thereby, *inter alia*, authorizing and approving the execution by the Petitioners of an agreement entitled Asset Purchase Agreement and dated November 23, 2021 (the “**Purchase Agreement**”) by and between the Petitioners, as vendors, and TELUS Health Solutions Inc., as purchaser (the “**Purchaser**”), a copy of which was filed in the Court record, and into all the transactions contemplated therein (the “**Transaction**”) with such alterations, changes, amendments, deletions, or additions thereto, as may be agreed to with the consent of the Proposal Trustee; and

**WHEREAS** the Vesting Order contemplates the issuance of this Certificate of the Trustee once (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

**THE TRUSTEE CERTIFIES THAT IT HAS BEEN ADVISED BY THE PETITIONERS AND THE PURCHASER AS TO THE FOLLOWING:**

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Trustee on \_\_\_\_\_ [DATE].

**RICHTER ADVISORY GROUP INC.** in its capacity as Proposal Trustee of ChronoMétriq Inc. and Health Myself Innovations Inc., and not in its personal capacity.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SCHEDULE C****ASSUMED CONTRACTS**

<b>Counterparty</b>	<b>Type of Contract or Service</b>	<b>Contract Name or Number</b>	<b>Original Date of Contract</b>
Adobe	Agreement with vendor		
Amazon	Agreement with vendor		
Amazon Web Services Canada Inc. <sup>1</sup>	Vendor Contract	Customer Agreement	October 22, 2021 (last update)
Atlassian	Agreement with vendor		
Auth0 Inc.	Subscription Agreement	Subscription Agreement	August 18, 2021 (last update)
Auth0 Inc.	Subscription Agreement	Terms of Service	May 31, 2018 (last update)
Auth0 Inc.	Vendor Contract	Sales Order	June 30, 2021
GitHub	Agreement with vendor		
Godaddy	Agreement with vendor		
Google	Agreement with vendor		
Google LLC	Agreement with vendor		
Intact Compagnie d'assurance	Assurance	Assurance des entreprises	6 mars 2021 – 6 mars 2022
Intact Insurance Company	Insurance	Executive Liability Insurance pursuant to Intact Management Liability Policy	April 29, 2021 – April 29, 2022
Intercom	Agreement with vendor		
Kaspersky Lab	Agreement with vendor		
LogMeIn _ Lastpass	Agreement with vendor		

<sup>1</sup> With respect to the following account customer ID's: 066329309712, 389338838104, 841395504395, 647089333981, 483359705582, 248823277034, 159656131597, 994963737309, 952795375220, 094811239194, 062660977337, 761156454382, 075882860418, 997023703063, 445716480623, 082236425984.

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Medisolution (2009) Inc.	Entente de collaboration	Entente de collaboration	17 décembre 2018
Microsoft	Agreement with vendor		
Ministère de la Santé et des Services Sociaux (MSSSS)	Contrat de services de gré à gré	Contrat de services de gré à gré	21 juillet 2021, incluant la Demande de changement M042 datée du 26 octobre 2021
Monday	Agreement with vendor		
notion.so	Agreement with vendor		
Purchaser	Integration Agreement	PHR Integration Agreement	November 22, 2019
Purchaser	Contrat de License	Contrat de licence pour l'utilisation de l'interface de programmation Kinlogix	17 février 2015
Purchaser	Integration and Distribution Agreement	Integration and Distribution Agreement	July 26, 2017
Purchaser	Integration and Distribution Agreement	Integration and Distribution Agreement	March 20, 2017
Purchaser; and TELUS Health and Payment Solutions Limited Partnership	MagicSeat Agreement	Agreement	July 26, 2017
QHR Technologies Inc.	Marketplace Partnership Agreement	Marketplace Partnership Agreement	January 25, 2019
Quickbooks online	Agreement with vendor		
Salesforce	Agreement with vendor		
SecureByKnowledgeSBK Telecom	Agreement with vendor		
SendGrid	Agreement with vendor		
Sentry	Agreement with vendor		
Slack	Agreement with vendor		



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Softinfo/medisolution	Agreement with vendor		
Specialty Advantage Insurance Services	Insurance	Technology Insurance	March 6, 2021 – March 6, 2022
TeamViewer Inc.	Agreement with vendor		
Telus Mobilité	Agreement with vendor		
Twilio Inc.	Vendor Contract	Order Form pursuant to Terms of Service	March 18, 2021, Terms of Service last updated on July 1, 2021
WEBFLOW	Agreement with vendor		
Zapier	Agreement with vendor		

N°	500-11-060355-217
COURT	SUPERIOR COURT (Commercial Division)
DISTRICT	MONTREAL
LOCALITY	MONTREAL

In the matter of the Notice of Intention to make a Proposal of

CHRONOMÉTRIQU INC. Debtor/Petitioner

-and-

HEALTH MYSELF INNOVATIONS INC. Debtor/Petitioner

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND  
MOVABLE REAL RIGHTS (Québec)

-and-

TELUS HEALTH SOLUTIONS

Mises-en-Cause

-and-

RICHTER ADVISORY GROUP INC.

Proposal Trustee

**APPLICATION FOR THE ISSUANCE OF AN EXTENSION,  
APPROVAL, VESTING AND ASSIGNMENT ORDER  
(SECTIONS 50.4(9), 65.13, 84.1 OF THE BANKRUPTCY AND  
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED)**

**ORIGINAL**

REF.: ME MICHEL LAROCHE 0263677.0001

BP0363



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