

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

))	Chapter 11
In re:))	
PARETEUM CORPORATION, <i>et al.</i> , ¹))	Case No. 22-10615 (LGB)
Debtors.))	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS, (II) GRANTING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS TO POSTPETITION INTERCOMPANY BALANCES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”): authorizing the Debtors to continue to: (a) authorizing, but not directing, the Debtors to (i) continue to operate their cash management system (the “Cash Management System”); (ii) honor certain prepetition obligations related thereto; (iii) continue using existing business letterhead, purchase orders, invoices, envelopes, promotional materials and other business forms and correspondence; (b) (i) authorizing the Debtors to continue to perform intercompany transactions with each other on a post-petition basis in the ordinary course of business and consistent with historical practice and (ii) according administrative expense priority status to post-petition intercompany transactions; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.



the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, in their sole discretion, to: (a) continue operating the Cash Management System, substantially as illustrated on Exhibit 1 attached hereto; (b) honor their prepetition obligations related thereto; and (c) continue to perform Intercompany Transactions consistent with historical practice.
3. The Debtors are further authorized, in their sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those Bank Accounts identified on Exhibit 2 attached hereto; (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; (d) pay all Prepetition Bank Fees; and (e) pay any ordinary course Bank Fees incurred in

connection with the Bank Accounts and Payment Processing Programs, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts and Payment Processing Programs.

4. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors have exhausted their existing stock of Business Forms, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor-In-Possession"; *provided, further*, with respect to any Business Forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtor-In-Possession."

5. All Banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any check or payment issued or dated prior to the Petition Date, absent further direction from the Debtors.

6. The Debtors will maintain records in the ordinary course reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be ascertainable.

7. Each Bank is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of the Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs inconnection therewith, to the same extent the

Debtors were responsible for such items prior to the Petition Date; (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System; and (d) all reversals, returns, refunds, and chargebacks of checks, deposited items, and other debits credited to Debtor's account after the Petition Date, regardless of the reason such item is returned or reversed (including, without limitation, for insufficient funds or a consumer's statutory right to reverse a charge).

8. Each of the Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date and should be honored pursuant to this or any other order of the Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

9. The Debtors are authorized to open any new bank accounts or close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; *provided that* in the event the Debtors open a new bank account they shall open one at an authorized depository and shall timely indicate the opening of such account on the Debtors' monthly operating report and shall provide five business days' notice to the U.S. Trustee and the Committee of the opening of any new bank accounts at an authorized depository or closing of any Bank Account.

10. Those agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank (including, for the avoidance of doubt, any rights of a Bank

to use funds from the Bank Accounts to remedy any overdraft of another Bank Account to the extent permitted under the applicable deposit agreement), unless the Debtors and such Bank agree otherwise, and any other legal rights and remedies afforded to the Banks under applicable law shall be preserved, subject to applicable bankruptcy law.

11. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

12. Any and all holds on the Debtors' Bank Accounts, including the Tech Data Hold, is lifted pursuant to the automatic stay under section 362 of the Bankruptcy Code and the cash in such Bank Account(s) shall be immediately available for use by the Debtors without restriction (except as otherwise provided in the Motion or under the DIP credit facility).

13. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course including their compliance with and performance under the Intercompany Services Agreements; *provided* that each Debtor shall (a) continue to pay its own obligations consistent with such Debtor's past practice with respect to Intercompany Transactions and related obligations, and in no event shall any of the Debtors pay for the prepetition or postpetition obligations incurred or owed by any of the other Debtors in a manner inconsistent with past practices; (b) beginning on the Petition Date, maintain current records of intercompany balances; and (c) provide the advisors to the administrative agent under the DIP credit facility, administrative agent under the Bridge Loan, administrative agent under the Debtors' Prepetition Senior Notes, the administrative agent under the Junior Convertible Notes, and the Committee with (i) reasonable access to such records, (ii) a Debtor by Debtor summary on a monthly basis of any postpetition Intercompany Transactions involving the transfer of cash for the preceding month

(to be available on the 21st day of the following month); and (iii) reasonable access to the Debtors' advisors with respect to such records.

14. All postpetition transfers and payments from the Debtors to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded superpriority administrative expense status under section 503(b) of the Bankruptcy Code.

15. Notwithstanding the Debtors use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Those certain existing deposit and service agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination, chargeback, and fee provisions, shall remain in full force and effect.

17. The Debtors and the Banks may, without further order of the Court, agree to and implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts; *provided* that in the event the Debtors open a new bank account, such new account shall be opened at an authorized depository.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

19. The Debtors maintain at ABN AMRO Bank N.V., which is not on the U.S. Trustee's List of Authorized Depositories, two foreign bank accounts (Pareteum Europe B.V.

account #0-132 and Pareteum Europe B.V. account #0-882) (collectively, the “Non-Authorized Depository Bank Accounts”). The account balance of each Non-Authorized Depository Bank Account shall not exceed \$50,000. If, at any point, the account balance of either Non-Authorized Depository Bank Account exceeds \$50,000, the Debtors will notify the U.S. Trustee and advisors to the Committee and transfer funds in excess of \$50,000 to the Debtors’ main operating account at Capital One Bank (Pareteum Europe BV account #6-026) within one to two business days.

20. The Debtors currently have six inactive bank accounts. Of the six inactive bank accounts, four are maintained at Capital One Bank and Silicon Bank, which are Authorized Depositories with the United States Trustee, Manhattan, New York Office, one is maintained at BNP Paribas Fortis (account #3-156), and one is maintained at ABN AMRO Bank N.A. (account #8-491). BNP Paribas Fortis and ABN AMRO Bank N.A. are not Authorized Depositories with the United States Trustee, Manhattan, New York Office. The Debtors will make a good faith effort to close the inactive bank accounts at the Non-Authorized Depositories and the inactive bank accounts at the Authorized Depositories.

21. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a debtor entity; (b) a waiver of the Debtors’ rights to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors’ rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or

otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

22. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors to obtain debtor-in-possession financing and authorizing the use of cash collateral (any such order, a “DIP Order”). To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Final Order and the terms of any DIP Order, the terms of the DIP Order will govern.

23. The Debtors withdraw their request for a waiver of the requirements of 11 U.S.C. § 345 without prejudice to the Debtors’ ability to seek such relief at a future time if necessary.

24. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

25. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

26. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

27. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

28. Within three (3) days of entry of this Final Order, the Debtors shall serve a copy of this Final Order on the parties set forth in the notice provision of the Motion as well as the Banks set forth in **Exhibit 2** attached hereto.

29. The Court retains exclusive jurisdiction with respect to all matters arising from or

related to the implementation, interpretation, and enforcement of this Final Order.

New York, New York

Dated: **June 8, 2022**

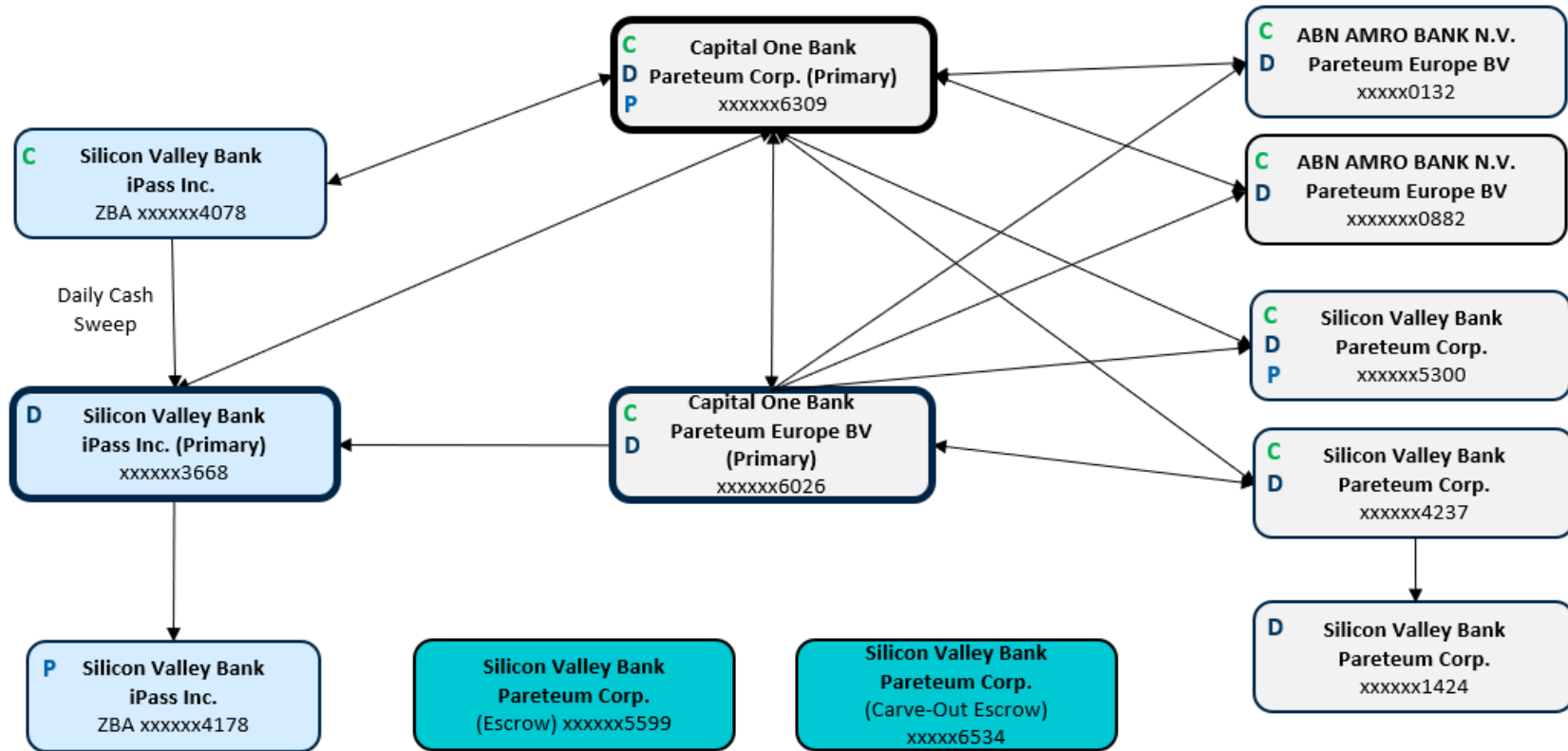
/s/ Lisa G. Beckerman

THE HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management System Schematic

Cash Management System (1)



Legend			
	Primary Operating Accounts		Customer Collection Account
	Pareteum Accounts		Disbursement Account
	iPass Accounts		Payroll Account
	Non-Debtor Accounts		Escrow / Collateral Accounts

Not illustrated

(1) The Debtors have six (6) inactive bank accounts ending in 3156, 5369, 6245, 9031, 8491 and 7747.

Exhibit 2

Bank Accounts

Last Four Digits of Account No.	Debtor	Account Type	Description	Bank
6309	Pareteum Corporation	Primary Operating; Customer Collection; Payroll Vendor Disbursement (USD)	This account is used for receipt of investor capital contributions and for primary operations. It is used for credit card receipts, customer receipts, Debtor entity intercompany transfers between entities. It also makes disbursements for PEO (JustWorks) payroll, board of director fees, taxes, and operational expenses.	Capital One Bank
6026	Pareteum Europe BV	Primary Operating; Customer Collection; Vendor Disbursement (USD)	This operating account collects customer payments, disburses intercompany funding between Debtor entities, board fees and vendor payments.	Capital One Bank
1424	Pareteum Corporation	Tax payments (USD)	This account is primarily utilized for recurring payments relating to US tax balances (sales, use, franchise, income) and any associated penalties/interest. Less frequent charges such as annual 1099 filing fees, FCC registrations, and residency certification requests are also withdrawn from here.	Silicon Valley Bank
0132	Pareteum Europe BV	Customer Collection Vendor Disbursement (EUR)	This operating account collects customer receipts and makes vendor disbursements. Excess funds are transferred to Capital One account ending in 6309.	ABN AMRO BANK N.V.
0882	Pareteum Europe BV	Customer Collection; Vendor Disbursement (USD)	Customer collection account and vendor disbursement account for Pareteum Asia PTE.	ABN AMRO BANK N.V.
4237	Pareteum Corporation	Customer Collection; Vendor Disbursement (USD)	This operating account collects customer payments, makes Debtor entity intercompany transfers based on funding needs, makes vendor disbursements, and makes credit card payments.	Silicon Valley Bank

Last Four Digits of Account No.	Debtor	Account Type	Description	Bank
5300	Pareteum Corporation	Customer Collection; Payroll; Vendor Disbursement (EUR)	This account collects customer receipts and makes vendor disbursements for Pareteum BV and Pareteum NV. It is also used to remit Pareteum Europe BV payroll, remit Pareteum Asia PTE payroll, and Pareteum Europe BV vendor disbursements.	Silicon Valley Bank
5599	Pareteum Corporation	Escrow (USD)	Escrow account established to secure the corporate credit cards; \$60,000 is the minimum required amount.	Silicon Valley Bank
3668	iPass, Inc.	Primary Operating Vendor Disbursement (USD)	This operating account is the primary facility for managing inflows and outflows of cash. It sweeps cash daily from the SVB customer collection account ending in 4078. This account also makes iPass, Inc.'s vendor payments.	Silicon Valley Bank
4078	iPass, Inc.	Customer Collection Zero Balance Account (USD)	A zero balance account for the purpose of customer electronic and lockbox payments. Funds are swept from this account to the primary operating account on a daily basis (Silicon Valley Bank ending in 3668).	Silicon Valley Bank
4178	iPass, Inc.	Payroll; Zero Balance Account (USD)	A zero balance account used for remitting payroll and the associated taxes for PEO (Trinet) payroll.	Silicon Valley Bank
6534	Pareteum Corporation	Escrow (USD)	Carve-Out Escrow Account, per the DIP Credit Agreement.	Silicon Valley Bank
3156	Pareteum NV	Inactive	Inactive account	BNP Paribas Fortis
5369	Pareteum Corporation	Inactive	Inactive lockbox account	Silicon Valley Bank
6245	Pareteum Corporation	Inactive	Inactive account	Capital One Bank
9031	Pareteum Corporation	Inactive	Inactive account	Capital One Bank
8491	Pareteum Europe BV	Inactive	Inactive operating account	ABN AMRO BANK N.V.
7747	Pareteum North America Corp.	Inactive	Inactive operating account	Silicon Valley Bank

