Docket #0500 Date Filed: 07/08/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: RELIZ TECHNOLOGY GROUP HOLDINGS INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 26-10371 (TMH) (Jointly Administered) **Related to Docket No. 488**

NOTICE OF FILING OF (I) FORM COOPERATION AGREEMENT AS PROVIDED FOR IN THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF RELIZ TECHNOLOGY GROUP HOLDINGS INC. AND ITS DEBTOR AFFILIATES

PLEASE TAKE NOTICE that, on July 2, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Second Amended Joint Chapter 11 Plan of Reliz Technology Holdings Inc. and Its Debtor Affiliates* [Docket No. 488-1] (the "Second Amended Plan") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that, as contemplated by the Second Amended Plan, the Debtors hereby file the form of Cooperation Agreement (as defined in the Second Amended Plan), a copy of which is attached hereto as **Exhibit A** (the "Form Cooperation Agreement").

PLEASE TAKE FURTHER NOTICE that a hearing (the "Confirmation Hearing") will be held on **July 13, 2026, at 10:00 a.m. (Eastern Time)**, or as soon thereafter as counsel can be heard, before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the Court, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801, to consider the entry of an order confirming the Second Amended Plan. The Confirmation Hearing may be continued from time to time by way of announcement of such continuance in open court, without further notice to parties in interest.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve their rights to further amend, supplement, or modify the Second Amended Plan, including the Form Cooperation Agreement, prior to, at, or as a result of the Confirmation Hearing.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

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Dated: July 8, 2026
Wilmington, Delaware

MCDERMOTT WILL & SCHULTE LLP

/s/ David R. Hurst

David R. Hurst (I.D. No. 3743)
Andrew A. Mark (I.D. No. 6861)
The Brandywine Building
1000 N. West Street, Suite 1400
Wilmington, Delaware 19801
Telephone: (302) 485-3900
Email: dhurst@mcdermottlaw.com
amark@mcdermottlaw.com

-and-

Darren Azman (admitted *pro hac vice*)
Joseph B. Evans (admitted *pro hac vice*)
R. Ethan Dover (admitted *pro hac vice*)
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: dazman@mcdermottlaw.com
jbevans@mcdermottlaw.com
edover@mcdermottlaw.com

-and-

Gregg Steinman (admitted *pro hac vice*)
333 SE 2nd Avenue, Suite 4500
Miami, Florida 33131
Telephone: (305) 358-3500
Email: gsteinman@mcdermottlaw.com

Counsel for Debtors and Debtors in Possession

EXHIBIT A

Form Cooperation Agreement

COOPERATION AGREEMENT

This *Cooperation Agreement* (this "Agreement"), dated as of _____, 2026, is entered into by and between the Official Committee of Unsecured Creditors (the "Committee")[1] appointed in the Chapter 11 cases of Reliz Technology Group Holdings Inc., Reliz Technologies LLC, Reliz Ltd., and Reliz CI Ltd. (collectively, the "Debtors"), and _____ ("Cooperator," and together with the Cooperator, the "Parties").

RECITALS

WHEREAS, the Committee is conducting an investigation and the GUC Trust and GUC Trustee will continue to conduct such investigation after the Effective Date (the "Investigation") under the Plan (defined below) into the Debtors' prepetition operations, transactions, governance, financial condition, handling of customer assets, insider transactions, related-party transactions, and other conduct that may have given rise to claims, causes of action, defenses, or other rights belonging to the Debtors' estates;

WHEREAS the Debtors proposed the Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and Its Debtor Affiliates [Docket No. 488] (as may be amended, supplemented, and modified, the "Plan"), which the Debtors and the Committee expect to go effective in July 2026, and upon the Effective Date, the GUC Trustee will be appointed to, among other things, investigate and commence potential claims and causes of action for the Estates, and object to Claims brought against the Estates;

WHEREAS the Cooperator was a/the [_____] of one or more of the Debtors and may possess information relevant to the Committee's investigation;

WHEREAS, the Committee (prepetition) and the GUC Trust and GUC Trustee (post-Effective Date) may require the assistance of the Cooperator Investigation and to litigate claims and causes of action of the Estates, and object to Claims brought against the Estates;

WHEREAS, the Estates may have potential claims against the Cooperator, which the Cooperator denies;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Cooperation. Cooperator will provide reasonable cooperation, as set forth herein: (i) to the Committee prior to the Effective Date in furtherance of the Investigation,

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Plan.

and (ii) to the GUC Trust and GUC Trustee after the Effective Date. Such cooperation may include, but is not limited to: (a) providing testimony under oath, including a sworn affidavit, deposition testimony and/or trial testimony, to the extent necessary, and as determined by the GUC Trustee in his or her sole discretion, and (b) the production of documents, including correspondence, all related to matters within his or her knowledge relating to the claims and causes of action of the Estates, and objections to Claims brought against the Estates (the "Cooperation") including, but is not limited to, as follows:

(a) whether the Cooperator personally benefited from any related-party transaction, arrangement, transfer, or other insider dealing at the expense of the Debtors, their customers, or their estates or is aware of other persons or entities who so benefitted;

(b) whether the Cooperator provided advance notice or otherwise tipped off any third party regarding (i) any anticipated suspension, freeze, restriction, or limitation on customer withdrawals, (ii) the Debtors' liquidity position, (iii) any shortfall between customer entitlements and assets available to satisfy such entitlements, or (iv) any actual or anticipated inability of the Debtors to satisfy customer withdrawal requests or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(c) whether the Cooperator withdrew any personal assets from the Debtors' platform during the three-year period preceding the Petition Date or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(d) whether the Cooperator authorized, directed, approved, knew of, or participated in the use of customer deposits, customer assets, or customer property for operating expenses, business operations, proprietary trading, lending activities, investments, or any purpose other than that represented to customers or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(e) whether the Cooperator authorized, directed, approved, knew of, or participated in any practice of failing to execute, settle, process, or complete customer trades, transactions, purchases, sales, transfers, or withdrawals that were reported, represented, or reflected to customers as having been completed or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(f) whether the Cooperator made, approved, directed, reviewed, or was aware of any statements, representations, omissions, disclosures, marketing materials, customer communications, financial information, or other communications concerning the Debtors' liquidity position, any shortfall

between customer liabilities and available assets, the manner in which customer deposits or assets were handled, or the Debtors' ability to satisfy customer obligations or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(g) whether the Cooperator knew, believed, was advised, or otherwise became aware that customer assets, customer deposits, or customer entitlements were not fully backed, maintained, segregated, safeguarded, or available in the manner represented to customers or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(h) such other matters relating to the Debtors' prepetition operations, transactions, governance, financial condition, handling of customer assets, insider relationships, potential estate claims, potential defenses, and any other conduct that may have given rise to claims, causes of action, or liabilities of the Debtors or their estates as may reasonably be requested by the Committee or the GUC Trustee;

(i) whether the Cooperator knew, believed, was advised, or otherwise became aware of the Debtors' not possessing one or more licenses necessary to legally engage in business or is aware of other persons or entities who provided such advance notice or otherwise tipped off any third party regarding the same;

(j) the identities of persons that directly or indirectly controlled or directed the Cooperator's work as _____; and

(k) the Debtors' business relationship with third parties and any transactions between one or more of the Debtors and those third parties.

2. **Reasonableness of Requests**. In the event that the Committee, the GUC Trust and/or GUC Trustee requests testimony or the production of documents, such requests shall provide reasonable notice , which in no event shall be less than fourteen (14) days' notice absent emergent circumstances, and be reasonable in time and scope, and the GUC Trust shall reimburse the Cooperator for his or her actual and reasonable out of pocket expenses incurred in providing the Cooperation contemplated under this Agreement in furtherance of the Investigation and any causes of action that the GUC Trust may prosecute, commence, or otherwise litigate and pursue, *provided that* the GUC Trust shall not be responsible for the Cooperator's legal fees or related expenses incurred in connection with his or her Cooperation.

3. **Truthfulness**. Cooperator represents and agrees that all testimony, declarations, affidavits, and information provided pursuant to this Agreement shall be truthful, complete, and provided in good faith to the best of Cooperator's knowledge.

4. **Use of Information**. The Committee and, upon the Effective Date of the Plan, the GUC Trust and the GUC Trustee, shall be entitled to use, rely upon, disclose, and introduce into evidence any testimony, affidavit, declaration, document, or information provided pursuant to this Agreement in connection with the Chapter 11 Cases and any matters arising therefrom, including the administration of the Estates, implementation of the Plan, reconciliation of claims, investigation, prosecution, defense, settlement, assignment, or administration of any Causes of Action. Further, all testimony, affidavits, declarations, documents, and information provided to the Committee pursuant to this Agreement shall be transferred, assigned, or delivered to the GUC Trust and the GUC Trustee without need for any further consent of Cooperator.

5. **Release**. Cooperator shall receive a [full/partial] release, exculpation, injunction protection, and other benefits afforded to Released Party under the Plan (the "Release"), which is expressly conditioned upon Cooperator's full, timely, truthful, and complete compliance with this Agreement, including the Cooperator's competition of the pre-Effective Date portion of the Cooperation Obligations.

Cooperator agrees and acknowledges that any release, exculpation, or injunction protection received under the Plan shall not apply to claims arising from or relating to any knowing fraud, or intentional or willful misconduct.

6. Third Party Beneficiaries. The Parties agree and acknowledge that the GUC Trustee, GUC Trust, and any successors or assignees of such parties, are intended third-party beneficiaries of this Agreement. Furthermore, both the GUC Trustee and GUC Trust are entitled to the rights provided for under this Agreement and may enforce any provisions of this Agreement. Except as provided for pursuant to this Agreement, no provision of this Agreement is intended to, nor shall it, confer upon any party other than the GUC Trust, GUC Trustee, any successors or assignees of the GUC Trustee or the GUC Trust, the Cooperator, and the Committee any rights or remedies under this Agreement. Further, to the extent not expressly set forth herein, the GUC Trust and the GUC Trustee will be successors to the Committee's rights upon emergence.

7. **Reservation of Rights**. The Committee for itself and the GUC Trust and GUC Trustee, expressly reserves all rights with respect to Cooperator's obligations under this Agreement and the releases contemplated under the Plan until Cooperator has fully performed all his Cooperation Obligations under this Agreement. If the Cooperator fails to provide the required Cooperation set forth herein, including but not limited to, failing to appear for a deposition, execute any requested affidavit, or produce documents,

communications, or other records in his or her possession, or knowingly provides false, misleading, evasive, or materially incomplete testimony or information, or if material information concerning Cooperator's conduct is discovered that was not disclosed during the course of Cooperator's cooperation, or fails to cooperate with the Investigation or the GUC Trustee's requests, then the Committee may, if such deficiency is discovered prior to the Effective Date, file a motion to deny Cooperator's receipt of any release, exculpation, injunction protection, or other benefit under the Plan or this Agreement.

8. **No Admission**. This Agreement and the information provided hereunder by Cooperator is entered into and provided solely to facilitate the provision of information and testimony and shall not constitute an admission of liability, wrongdoing, fault, or misconduct.

9. **Governing Law and Jurisdiction**. This Agreement shall be governed by Delaware law, and the Bankruptcy Court shall retain exclusive jurisdiction over disputes arising hereunder.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement as of the date referenced above.

COMMITTEE	**COOPERATOR**
The Official Committee of Unsecured Creditors	**[NAME]**
By: Name: Date:	By: Name: Date: