

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)
) Chapter 11
PLASTIQ INC., *et al.*,¹)
) Case No. 23-10671 (BLS)
Debtors.)
) (Jointly Administered)
)
) **Re: Docket No. 231**

**ORDER AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS EFFECTIVE AS OF JULY 31, 2023**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order authorizing the Debtors to reject, effective as of the July 31, 2023 (the “**Rejection Effective Date**”), certain executory contracts, as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this 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 it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PlastiQ Inc. (6125), PLV Inc. d/b/a/ PLV TX Branch Inc. (5084), and Nearside Business Corp. (N/A). The corporate headquarters and the mailing address for the Debtors is 1475 Folsom Street, Suite 400, San Francisco, California 94103.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



there is good and sufficient cause for the relief granted in this Order, therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Contracts are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Effective Date.
3. Nothing herein shall impair, prejudice, waive or otherwise affect the rights of the Debtors to: (a) assert that the Contracts (i) were terminated prior to the Rejection Effective Date, or (ii) are not executory contracts under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Contracts is limited to the remedies available under any applicable termination provisions of the Contracts; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Contracts. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Contracts, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise affect such rights, claims, defenses and causes of action.
4. In accordance with the *Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and (B) Approving the Form and Manner of Notice Thereof* [D.I. 109], claims arising out of the rejection of the Contracts must be filed thirty (30) days after service of this Order.
5. The requirements of Bankruptcy Rule 6006 are satisfied.

6. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: August 24th, 2023
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Schedule 1¹

Rejected Contracts

¹ Certain of the Contracts may have expired or terminated by their own terms prior to the filing of the Motion. The Debtors seek to reject such Contracts out of an abundance of caution to avoid potentially incurring further costs and expenses.

In re: PlastiQ Inc., et al
Case No. 23-10671

Debtor Entity	Counterparty or Notice Party Name	Contract Description
PlastiQ Inc.	ACM Management, Inc. (Holcim)	User Form and PlastiQ's online Terms of Service incorporated therein
PlastiQ Inc.	Adobe Inc.	Adobe General Terms of Use
PlastiQ Inc.	Adobe Inc.	Adobe Sales Order 260279509
PlastiQ Inc.	Alexandra Carrou	Professional Services Agreement
PlastiQ Inc.	Amazon Web Services, Inc.	AWS Customer Agreement (online terms)
PlastiQ Inc.	Andela Inc.	Master Services Agreement
PlastiQ Inc.	Anthem Blue Cross	Health insurance provider
PlastiQ Inc.	Aptum Technologies (Canada) Inc.	Addendum to Master Services Agreement
PlastiQ Inc.	Aptum Technologies (Canada) Inc.	Master Services Agreement
PlastiQ Inc.	Artis Health & Wellness	Invoice # INV-000698
PlastiQ Inc.	Bank of the West	Master Terms and Conditions
PlastiQ Inc.	Ben-Her Marketing, LLC	Media Services Agreement
PlastiQ Inc.	Bill.com, LLC	Invoice 7019574
PlastiQ Inc.	Bill.com, LLC	Terms of Service
PlastiQ Inc.	Bob Ellis	Professional Services Agreement
PlastiQ Inc.	B-Stock Solutions Inc.	Vendor Services Agreement
PlastiQ Inc.	B-Stock Solutions, LLC	User Form and PlastiQ's online Terms of Service incorporated therein
PlastiQ Inc.	BurpSuite	BurpSuite Community Edition License Agreement
PlastiQ Inc.	Carol Castelli	Professional Services Agreement
PlastiQ Inc.	CDW Direct, LLC	PlastiQ CrowdStrike Quote
PlastiQ Inc.	CDW Direct, LLC	Terms and Conditions Sales and Service Projects
PlastiQ Inc.	Chris Freire	Professional Services Agreement
PlastiQ Inc.	Cloud City Development, LLC	Services Agreement
PlastiQ Inc.	Cognism Inc.	Order Form
PlastiQ Inc.	Cognism Inc.	Standard Terms
PlastiQ Inc.	Computer Services, Inc.	Master Services Agreement
PlastiQ Inc.	Concur Technologies, Inc.	Order Form
PlastiQ Inc.	Donut.ai	Donut Terms
PlastiQ Inc.	Donut.ai	Invoice F9660671-0025
PlastiQ Inc.	Duo Security LLC	Invoice 10558859
PlastiQ Inc.	Duo Security LLC	Service Terms and Conditions
PlastiQ Inc.	Enigma	Enigma Product Terms of Service
PlastiQ Inc.	Envoy, Inc.	Order Quote #: Q-07753-2
PlastiQ Inc.	Envoy, Inc.	Terms of Service
PlastiQ Inc.	Ethnio, Inc.	Ethnio Subscription 248189126
PlastiQ Inc.	Ethnio, Inc.	Ethnio Terms & Conditions
PlastiQ Inc.	F5 Networks, Inc. (dba Threatstack)	Order Form Q-08915-1
PlastiQ Inc.	F5 Networks, Inc. (dba Threatstack)	Threatstack Terms of Use
PlastiQ Inc.	FastSpring	TextExpander Invoice – TEX220301-7637-25149B
PlastiQ Inc.	Fidelity Workplace Services LLC	Pre-Approved Plan Service Agreement
PlastiQ Inc.	Formagrid Inc	Airtable Invoice for PlastiQ - IR
PlastiQ Inc.	Formagrid Inc	Terms of Service
PlastiQ Inc.	Frank Hoang	Professional Services Agreement
PlastiQ Inc.	Fulcrum Digital Inc	User Form and PlastiQ's online Terms of Service incorporated therein
PlastiQ Inc.	GitHub, Inc.	GitHub – PlastiQ Receipt
PlastiQ Inc.	Globant LLC	Consulting Services Agreement
PlastiQ Inc.	Guardian Life Ins. Company of America	Life insurance provider
PlastiQ Inc.	HBSC Technology & Services (USA) Inc.	Referral Agreement
PlastiQ Inc.	Hootsuite Inc.	Hootsuite Enterprise Terms of Service
PlastiQ Inc.	Hootsuite Inc.	Quote #: Q-343889-1
PlastiQ Inc.	Identiq Protocol Ltd.	Identiq Membership Agreement
PlastiQ Inc.	Ingram Micro Inc.	Master Services Agreement
PlastiQ Inc.	Jason Beard	Professional Services Agreement
PlastiQ Inc.	Kaiser Permanente	Group Agreement
PlastiQ Inc.	Limor Wilks	Professional Services Agreement
PlastiQ Inc.	Maksymilian Lukasevych	Professional Services Agreement
PlastiQ Inc.	Mastercard International Incorporated	BPX Pilot Agreement
PlastiQ Inc.	Mastercard International Incorporated	Incentive Agreement
PlastiQ Inc.	Microsoft Corporation	Invoice Number: E0100HYMHL
PlastiQ Inc.	Microsoft Corporation	Invoice Number: E0100HYQAK
PlastiQ Inc.	Microsoft Corporation	Invoice Number: E0100HYTAM
PlastiQ Inc.	Mode Analytics, Inc.	Mutual Non-Disclosure Agreement
PlastiQ Inc.	MOR Furniture	User Form and PlastiQ's online Terms of Service incorporated therein
PlastiQ Inc.	Navia Benefit Solutions, Inc.	Administrative Services Agreement
PlastiQ Inc.	Noah Sanders	Professional Services Agreement
PlastiQ Inc.	NRG Energy, Inc.	User Form and PlastiQ's online Terms of Service incorporated therein
PlastiQ Inc.	OpenVPN Inc.	Access Server Portal Subscription
PlastiQ Inc.	OpenVPN Inc.	End User Agreement
PlastiQ Inc.	Optimizely, Inc.	Optimizely Customer Order Form
PlastiQ Inc.	Optimizely, Inc.	Optimizely INV72531
PlastiQ Inc.	Optimizely, Inc.	Optimizely Online Software Subscription Agreement
PlastiQ Inc.	Oracle	Terms of Service
PlastiQ Inc.	PayEm Inc.	Referral Partnership Agreement
PlastiQ Inc.	Pensionmark Financial Group, LLC	Terms of Service
PlastiQ Inc.	Pipefy Marketing e Tecnologia Ltda	Quote (PlastiQ 5 User Unlimited)
PlastiQ Inc.	Pipefy Marketing e Tecnologia Ltda	Terms and Conditions
PlastiQ Inc.	Prescient Assurance LLC	Terms of Service
PlastiQ Inc.	Ramp Business Corp.	Referral Partnership Agreement
PlastiQ Inc.	Rapid7 LLC	Quote Q-116949
PlastiQ Inc.	Rapid7 LLC	Quote Q-170199
PlastiQ Inc.	Rapid7 LLC	Quote Q-300636
PlastiQ Inc.	Rapid7 LLC	Rapid7 End User License Agreement
PlastiQ Inc.	Redacted, Inc.	Master Services Agreement
PlastiQ Inc.	Robert Half Technology	Rene+Barnes+Robert+Half+Contract
PlastiQ Inc.	Robert Half Technology	RH R. Malabanan Service Agreement
PlastiQ Inc.	Santiago Villarraga Cruz	Professional Services Agreement
PlastiQ Inc.	Sequoia Benefits and Insurance Services, LLC, d/b/a Sequoia Consulting Group	CLIENT SERVICES ORDER FORM

In re: PlastiQ Inc., et al
Case No. 23-10671

Debtor Entity	Counterparty or Notice Party Name	Contract Description
PlastiQ Inc.	Silicon Valley Bank	Marketing and Referral Agreement
PlastiQ Inc.	Steve DeLorenzo	Professional Services Agreement
PlastiQ Inc.	Team Labs Inc. dba Teampay	Referral Partnership Agreement
PlastiQ Inc.	Ting Teng and PlastiQ	Professional Services Agreement
PlastiQ Inc.	Tipalti, Inc.	PlastiQ Referral Partnership Agreement
PlastiQ Inc.	Travelers	23-24 Work Comp Policy
PlastiQ Inc.	U.S. Bank National Association	Master Marketing Services Agreement and Statements of Work thereto
PlastiQ Inc.	USADWEB LLC	Terms of Service
PlastiQ Inc.	User Testing, Inc.	General Terms and Conditions
PlastiQ Inc.	User Testing, Inc.	Quote #: Q-32595
PlastiQ Inc.	Vetterly, Inc. (Hired)	Hired Terms of Service