

Company Number: 07775437

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**

of

**QUOTIENT TECHNOLOGY LIMITED**  
(the "**Company**")

(passed on 30 November **2022**)

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company proposed the following written resolutions be passed as ordinary resolutions and special resolutions and the undersigned, being the sole member of the Company who (at the date of circulation of this resolution) would be entitled to vote on this resolution, hereby agrees pursuant to section 288 of the Companies Act 2006 to the passing of the following resolutions:

**ORDINARY RESOLUTIONS**

**IT IS RESOLVED THAT:**

1. the Company enter into the following documents:
  - 1.1. a New York law governed financing agreement (the "**BT Financing Agreement**") to be entered into between, amongst others, Quotient Technology Inc. as borrower, the Company as guarantor and Blue Torch Finance, LLC ("**Blue Torch**") as collateral agent and administrative agent;
  - 1.2. a New York law governed financing agreement (the "**PNC Financing Agreement**" and, together with the BT Financing Agreement, the "**Financing Agreements**") to be entered into between, amongst others, Quotient Technology Inc. as borrower, the Company as guarantor and PNC Bank National Association ("**PNC**") as collateral agent and administrative agent;
  - 1.3. a New York law governed intercreditor agreement to be entered into between, amongst others, Quotient Technology Inc., the Company, Blue Torch and PNC;
  - 1.4. an English law governed debenture (the "**BT Debenture**") pursuant to which the Company will grant certain security interests in favour of Blue Torch, in its capacity as collateral agent;
  - 1.5. an English law governed debenture (the "**PNC Debenture**") pursuant to which the Company will grant certain security interests in favour of PNC, in its capacity as collateral agent;
  - 1.6. a New York law governed security agreement (the "**PNC Security Agreement**"), pursuant to which the Company will grant certain security interests in favour of PNC, in its capacity as collateral agent;

- 1.7. a New York law governed security agreement (the "**BT Security Agreement**"), pursuant to which the Company will grant certain security interests in favour of Blue Torch, in its capacity as collateral agent;
- 1.8. irrevocable proxy letter(s) in favour of Blue Torch in connection with the BT Security Agreement (the "**BT Irrevocable Proxies**");
- 1.9. irrevocable proxy letter(s) in favour of PNC in connection with the PNC Security Agreement (the "**PNC Irrevocable Proxies**"); and
- 1.10. the form of a certificate of the Company to be signed by a director of the Company addressed to each of PNC and Blue Torch certifying and confirming various matters relating to the Financing Agreements,

the documents at paragraphs 1.3 to 1.7 (inclusive) above being the "**Security Documents**", and the documents at paragraphs 1.1 to 1.10 above, together with any agreements, deeds, certificates, letters, requests, resolutions, minutes, notices, acknowledgments, powers of attorney, or other documents necessary or desirable or relating thereto, being the "**Finance Documents**";

2. the terms of, and the transactions contemplated by, the Finance Documents and any related document be and are hereby approved;
3. any director of the Company and the company secretary of the Company, each acting jointly or individually, has authority to negotiate and approve the terms of, and the transactions contemplated by, the Finance Documents and any related document in each case in such manner or form as that director or Secretary may in his or her absolute discretion think fit;
4. any director of the Company and the company secretary of the Company (each an "**Authorised Signatory**") execute the Finance Documents (and any related documents) (with such amendments and modifications that any such Authorised Signatory may deem necessary or appropriate in his or her sole discretion, and the Authorised Signatory's signature of the relevant Finance Document shall be conclusive evidence of agreement to such amendments or modifications), other than deeds, and approve the terms of, and the transactions contemplated by, the Finance Documents;
5. any director of the Company signing in the presence of a witness or any two Authorised Signatories signing on behalf of the Company have authority to execute any Finance Documents or related document as a deed (with such amendments and modifications that any such Authorised Signatory may deem necessary or appropriate in his or her sole discretion, and the Authorised Signatory's signature of the relevant Finance Document shall be conclusive evidence of agreement to such amendments or modifications);
6. the entry into or accession to (as applicable) the Finance Documents by the Company (and the transactions contemplated thereby), including the granting of security and the giving of any guarantee under the Finance Documents, is in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole;

7. all prior actions taken by any Authorised Signatory or director of the Company (acting individually or jointly) for and on behalf of the Company in connection with the foregoing resolutions, including but not limited to, the signing of any agreements, resolutions, deeds, letters, notices, certificates, acknowledgements, receipts, authorisations, instructions, releases, waivers, proxies and other documents (whether of a like nature or not) and the payment of all and any related fees and expenses be confirmed, ratified and approved in all respects; and
8. these resolutions have effect notwithstanding any provision of the Company's articles of association.

## **SPECIAL RESOLUTIONS**

**That** the Company's articles of association be amended by insertion of new articles 84.1 and 84.2 as follows:

### **84 Secured Institutions**

84.1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:

- a) is to any bank or institution to which such shares have been charged or on whose behalf such shares were charged, by way of security (whether as a Lender, or agent and trustee for a group of banks or institutions or otherwise), or to any nominee of such a bank or institution (a "**Secured Institution**");
- b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares;
- c) is expected by a receiver or manager appointed by or on behalf of a Secured Institution or its nominee under any such security; or
- d) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee and no receiver or manager appointed by or on behalf of a Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

84.2 Notwithstanding anything contained in these articles, any present or future lien over the shares howsoever arising (whether expressly or impliedly) which the Company has shall not apply in respect of any shares which have been charged by way of security to, or otherwise in favour of, a Secured Institution.

**Agreement of the eligible member**

The undersigned being the eligible member on 30 November 2022 (the "**Circulation Date**")  
irrevocably agrees to the resolutions set out above:

Signed by:

*Yunus Khan*

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For and on behalf of

**QUOTIENT TECHNOLOGY INC.**

Date: 30 November 2022

Eligible members must signify their agreement to the proposed resolutions as follows: (i) **by hand**, by delivering a signed copy to \_\_\_\_\_, marked for the attention of \_\_\_\_\_, to be received on behalf of the Company; (ii) **by post**, by sending a signed copy to \_\_\_\_\_, marked for the attention of \_\_\_\_\_, to be received on behalf of the Company; (iii) **by fax**, by sending a signed copy to \_\_\_\_\_ marked for the attention of \_\_\_\_\_; or (iv) **by e-mail**, by attaching a scanned copy of the signed document to an email and sending it to the following addresses, \_\_\_\_\_ to be received on behalf of the Company: \_\_\_\_\_ and indicating agreement to the proposed resolutions. Eligible members must signify their agreement to the proposed resolutions within the period of 28 days from and including the Circulation Date. However, eligible members who do not agree with the proposed resolutions do not need to reply. Once eligible members have signified their agreement to the proposed resolutions, their agreement may not be revoked. The proposed resolutions will lapse if they are not passed by the end of that 28 day period.