

Company No. 13025451

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF THE MEMBERS

of

QUICK COMMERCE LTD

(the "Company")

Date: 3 May 2022 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), we the undersigned being the eligible members of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the Circulation Date hereby pass the following Resolution as a written ordinary resolution of the Company and agree that, when passed, it shall be for all purposes as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held (the "**Resolution**");

ORDINARY RESOLUTION

1. **THAT**, in accordance with section 551 of the Act, the directors of the Company (together the "**Directors**" and each a "**Director**") be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company (the "**Rights**") of up to an aggregate nominal amount of £0.50 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the Circulation Date, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This authority shall be in addition to any unexercised authorities previously granted to the Directors (to the extent unused).

2. **THAT**, the terms of, and transactions contemplated by, the documents referred to below to which the Company is a party be and are hereby approved:

- a. a growth capital and revolving loan and security agreement between, inter alia, (i) the Company, (ii) Zapp Holding Limited, (iii) Zapp Commerce (UK) Ltd (together the "**Zapp Entities**"), (iv) the Lenders and (v) the Collateral Agent (each as defined therein) (the "**Loan Agreement**");
- b. certain revolving loan promissory notes in favour of each Lender (each a "**Promissory Note**" and together the "**Promissory Notes**");
- c. a debenture between the Zapp Entities and the Collateral Agent (the "**Debenture**");
- d. an intellectual property security agreement between the Company and the Collateral Agent (the "**IP Security Agreement**");
- e. a pay-off letter agreement to be entered into by, inter alia, the Zapp Entities and Silicon Valley Bank (the "**Pay-off Letter**");
- f. a deed of release to be entered into by, inter alia, the Company and Silicon Valley Bank (the "**Deed of Release**");
- g. the creation by the Company of warrants (the "**Warrants**") to subscribe for shares in the capital of the Company as constituted by certain warrant instruments (each a "**Warrant Instrument**" and together the "**Warrant Instruments**"); and
- h. the granting of the Warrants to each Lender (as defined in the Loan Agreement) (each a "**Warrantholder**" and together the "**Warrantholders**") pursuant to the terms of each Warrant Instrument (the "**Warrant Issuance**"),

together, the "**Documents**" and each a "**Document**".

3. **THAT**, notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Directors, any one of the Directors, and in the case of any document to be executed as a deed, any two authorised signatories (as defined in section 44(3) of the Act) or any one Director in the presence of a witness who attests their signature, be and are hereby empowered, authorised and directed to complete, enter into, execute, deliver and perform the obligations set out in the Documents (in such manner and subject to such amendments, variations and modifications as the Directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such Document)).

4. **THAT**, the execution, delivery and performance of the Documents, with such amendments, variations and modifications as any Director may approve in his absolute discretion, will be for the

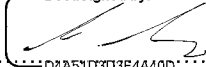
benefit of the Company for the purpose of carrying on its business and will be most likely to promote the success of the Company for the benefit of its members as a whole.

[Intentionally left blank. Signature pages follow.]

Agreement of the eligible members

The undersigned, being eligible members of the Company entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution set out above:

Signed:

DocuSigned by:

D4A51D3D3F4A40D...

Name:

Alexander Kudlich

For and on behalf of:

468 Capital GmbH & Co. KG, acting by a director

Dated: 4 May 2022

Signed:

DocuSigned by:

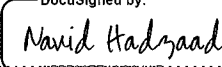
B5845B25745C4BD...

Name:

Joe Falter

Dated: 4 May 2022

Signed:

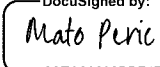
DocuSigned by:

A565807740C24AB...

Name:

Navid Hadzaad

Dated: 4 May 2022

Signed:

DocuSigned by:

C8EA66699BD74DC...

Name:

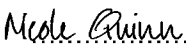
Mato Peric

For and on behalf of:

MPGI Holdings Ltd, acting by an authorised signatory

Dated: 4 May 2022

Signed:

DocuSigned by:

A2B5115340F7463...

Name:

Nicole Quinn, Duly Authorized Signatory

For and on behalf of:

Lightspeed Venture Partners XIII, L.P.

By: Lightspeed General Partner XIII, L.P., its general partner

By: Lightspeed Ultimate General Partner XIII, L.L.C., its general partner

Dated: 4 May 2022

Signed:

.....

Name:


.....

For and on behalf of:

Lightspeed Frontier I-M L.P. by Lightspeed Frontier I-M GP LLC, its general partner

Dated:

Signed:

DocuSigned by:

A2B5115340F7463...

Name:

Nicole Quinn, Duly Authorized Signatory

For and on behalf of:

Lightspeed Strategic Partners I, L.P.

By: Lightspeed Strategic Partners General Partner I L.P., its general partner

By: Lightspeed Strategic Partners Ultimate General Partner I, L.L.C., its general partner

Dated: 4 May 2022

Signed:

.....

Name:

Christopher North

Dated:

Signed:

Name:

For and on behalf of: **Lightspeed Venture Partners XIII, L.P.** by Lightspeed Ultimate General Partner XIII, L.L.C., its general partner

Dated:

Signed:

Name:

For and on behalf of: **Lightspeed Frontier I-M L.P.** by Lightspeed Frontier I-M GP LLC, its general partner


Dated:

Signed:

Name:

For and on behalf of: **Lightspeed Strategic Partners I, L.P.** by Lightspeed Strategic Partners General Partner I L.P., its general partner

Dated:

Signed: 

Name: **Christopher North**

Dated: 4 May 2022

Signed:

Name:

For and on behalf of: **GFC Global Founders Capital GmbH**, acting by a Managing Director

Dated:

.....

SIGNED for and on behalf of

Rocket Internet Capital Partners II SCS

represented by its general partner

Rocket Internet Capital Partners Lux II S.à r.l.

Dated:

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SIGNED for and on behalf of

Rocket Internet Capital Partners (Euro) II SCS

represented by its general partner

Rocket Internet Capital Partners Lux II S.à r.l.

Dated:

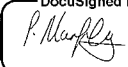
Signed:

Name:

For and on behalf of: **Global Founders Capital GmbH & Co. Beteiligungs KG Nr. 1**
represented by GFC Global Founders Capital Verwaltungs GmbH

Dated:

Signed:

DocuSigned by:

.....
070CB97B12DF4E7.....

Name:

Patrick Murphy
.....

For and on behalf of:

Amaranthine Fund I, LP acting by an authorised signatory

Dated: 4 May 2022

Signed:

.....

Name:

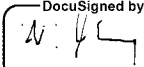
.....

For and on behalf of:

Luktev GmbH

Dated:

Signed:

DocuSigned by:

.....
784DB3C7C63F4458.....

Name:


Norbert Muschong
.....

For and on behalf of:

Vorwerk Ventures III GmbH & Co. KG, acting by an authorised signatory

Dated: 4 May 2022

Signed

DocuSigned by:

.....
3ADF52CF8E7546A.....

Name:

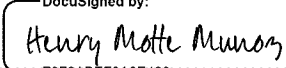
Thomas Lodewijk Plantenga

For and on behalf of:

Thomas Plantenga as attorney for **Goodwater Genesis III, LLC**
pursuant to a power of attorney dated 17 March 2021

Dated: 4 May 2022

Signed

DocuSigned by:

.....POP2ABEF9A8E428.....

Name:

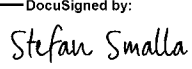
Henry Motte Munoz

For and on behalf of:

Henry Munoz as attorney for **Goodwater Genesis III, LLC** pursuant to a power of attorney dated 17 March 2021

Dated: 4 May 2022

Signed:

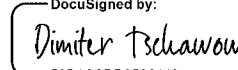
DocuSigned by:

.....A6GBAD4C6E0344.....

Name:

Stefan Smalla

Dated: 4 May 2022

Signed:

DocuSigned by:

.....59DA8CDD952644.....

Name:

Dimiter Tschawow

Dated: 4 May 2022

Executed for and on behalf of
**The Board of Trustees of the Leland
Stanford Junior University (SEVF II)**

DocuSigned by:
Scott Calvert
.....C1E515FADD894F1.....

by Scott Calvert
.....
an authorized signatory

Dated: 4 May 2022

Executed for and on behalf of
**The Board of Trustees of the Leland
Stanford Junior University (DAPER I)**

.....

by
an authorized signatory

Dated:

Executed for and on behalf of
**The Board of Trustees of the Leland
Stanford Junior University (SBST)**

.....

by
an authorized signatory

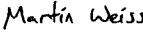
Dated:

Executed for and on behalf of
Atomico V SCSp

DocuSigned by:
Peter Klinkner
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Peter Klinkner

Dated: 4 May 2022

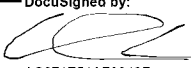
Executed for and on behalf of
Burda Principal Investments GmbH & Co. KG

DocuSigned by:

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Name: Martin Weiss

.....
Name:

Dated: 4 May 2022


Signed:

DocuSigned by:

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Name: **Oliver Levy**

Dated: 4 May 2022

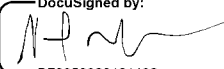
Signed:

DocuSigned by:

29750D5DE88641B.....

Name: **Gideon Falter**

Dated: 4 May 2022

Executed for and on behalf of
**Mahmoodzadegan-Gappy
Trust**

DocuSigned by:

D79358929421432.....

by Navid Mahmoodzadegan
..... as
trustee

Dated: 4 May 2022

.....
Tamara Omar

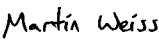
SIGNED for and on behalf of

**Rosewood Technology
Investments Limited**

Dated:

Executed for and on behalf of

Burda Principal Investments GmbH & Co. KG

DocuSigned by:

89708C6C9D98499...
Name: Martin Weiss

.....
Name:

Dated: 4 May 2022

Signed: 
AC871E31AF0040F...

Name: **Oliver Levy**

Dated: 4 May 2022

Signed:

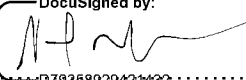
Name: **Gideon Falter**

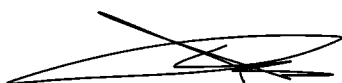
Dated:

Executed for and on behalf of
**Mahmoodzadegan-Gappy
Trust**

by Navid Mahmoodzadegan
..... as
trustee

Dated: 4 May 2022

DocuSigned by:

D79358929421432...

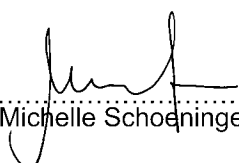


Tamara Omar

SIGNED for and on behalf of

**Rosewood Technology
Investments Limited**

Dated: 4 May 2022


Michelle Schoeninger

Signed:

DocuSigned by:
Michael Antony Falter
D109AB19A38F4E1...

Name:

Michael Falter

Dated: 4 May 2022

Signed:

DocuSigned by:
Robert Habib
8608D8F5E796496...

Name:

Robert Habib

Dated: 4 May 2022

Signed:

DocuSigned by:
Oleg Tscheltzoff
431EF53EE4F844C...

Name:

Oleg Tscheltzoff

Dated: 4 May 2022

Executed for and on behalf of
Freud (Holdings) Limited

DocuSigned by:
[Signature]
3C2CD50253AD441...
Matthew Freud

Dated: 4 May 2022

Executed for and on behalf of

Atlas Private Holdings V, LLC

By: Balyasny Asset Management, LP, its Manager

By: *Dannia Altemimei*
F5376E9E99E4429...

Name: Dannia Altemimei

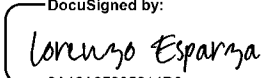
Title: Authorized Signatory

Dated: 4 May 2022

Executed for and on behalf of

MW LSVC Zapp, LLC

By: MW Late Stage Venture-III, LLC, its Manager

By: 
3A18A97905244D6...

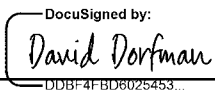
Name: Lorenzo Esparza

Dated: 5/2/2022

Executed for and on behalf of

BroadLight Capital Partners Fund I, L.P.

Managed By: BroadLight Capital Management LLC

By: 
DDBF4FBD6025453...

Name: David Dorfman

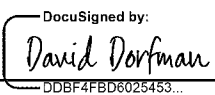
Title: Managing Partner

Dated: 4 May 2022

Executed for and on behalf of

BroadLight Capital Partners Fund I-A, L.P.

Managed By: BroadLight Capital Management LLC

By: 
DDBF4FBD6025453...

Name: David Dorfman

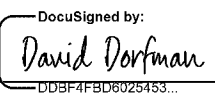
Title: Managing Partner

Dated: 4 May 2022

Executed for and on behalf of

BroadLight Capital Partners Fund I-B, L.P.

Managed By: BroadLight Capital Management LLC

By: 
DDBF4FBD6025453...

Name: David Dorfman

Title: Managing Partner

Dated: 4 May 2022

Executed for and on behalf of
Torta Investment Pte. Ltd.

By: _____

Name: Chris Emanuel

Title: Authorized Signatory

Dated:

Executed for and on behalf of
Inday Rose Limited

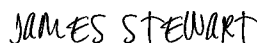
Dated:

Executed for and on behalf of
ZA Fund I, a series of AngelList-GP-Funds-I, LP

Dated:

Executed for and on behalf of
Level One O'Mega Fund I, L.P., acting by
James Stewart, Partner (Partner of Level
One O'Mega Fund I, GP)

DocuSigned by:



1F7764FC7DC04EB...

Dated: 4 May 2022

NOTES

1. If you agree to the Resolution, please signify your agreement by signing this document where indicated above and returning it to the Company using one of the following methods:
 - a) signing and returning the Resolution to the Company in accordance with instructions received via Docusign or any other electronic signing platform; or
 - b) by sending a scanned copy of the signed document by email to jchristian@goodwinlaw.com.
2. The signed copy of this document should be returned to the Company using one of the above methods as soon as possible and, in any event, so as to be received by the Company by not later than 28 days from the Circulation date.
3. If the Resolution have not been passed within 28 days from the Circulation Date, they will lapse.
4. Once you have signified your agreement to the Resolution, you may not revoke your agreement.
5. If you do not agree to the Resolution, you need not take any action; you will not be deemed to agree to the Resolution if you do not reply.
6. If you are signing this document on behalf of a member under a power of attorney or other authority, please send a copy of the power of attorney or other authority when returning this document to the Company.