

EXECUTION VERSION

Company Number: 13479459

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THE MEMBERS OF

ZAPP COMMERCE (UK) LTD

(the "Company")

10 August 2021 (the "Circulation Date")

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, in the case of the resolutions under the heading "Ordinary Resolutions" as ordinary resolutions and in the case of the resolutions under the heading "Special Resolutions" as 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 and perform the following documents:
 - 1.1. A loan facility which is £14,500,000 committed and £14,500,000 uncommitted (the "Loan Agreement") with, amongst others, Silicon Valley Bank as agent, collateral agent, and Silicon Valley Bank and SVB Innovation Credit Fund VIII, L.P. ("SVB Capital") as lenders;
 - 1.2. an English law governed debenture, pursuant to which the Company will grant certain security interests in favour of the collateral agent (the "Debenture");
 - 1.3. a perfection certificate attaching a duly completed W-8/W-9 in respect of the Company;
 - 1.4. a copy of the revised articles of association proposed to be adopted by the Company; and
 - 1.5. the form of a certificate of the Company to be signed by a director of the Company certifying and confirming various matters relating to the Loan Agreement,

the documents at paragraphs 1.1 to 1.5 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 are likely to promote the success of the Company for the benefit of its members as

a whole and is also in the best interests and for the commercial benefit of the Company and are hereby approved;

3. any director of the Company and the company secretary of the Company (each an "Authorised Signatory"), 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 company secretary may in his or her absolute discretion think fit;
4. any Authorised Signatory has the authority to 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 director or Authorised Signatory may deem necessary or appropriate in his or her sole discretion, and the director or 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

IT IS RESOLVED THAT:

9. the draft articles of association in the form appended in the Schedule to these Resolutions be adopted by the Company in substitution for, and to the exclusion of, the Existing Articles.
10. these special resolutions have effect notwithstanding any provision of the Company's articles of association.

Please read the notes set out below before signing or taking any action on these resolutions.

AGREEMENT OF MEMBERS

We, being persons entitled to vote on the resolutions on the Circulation Date, irrevocably agree to the resolutions:

Signed

DocuSigned by:

Paul Martin

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Paul Martin

Name:

..... (PRINT NAME)

For and on behalf of

Zapp Holding Limited

Dated:

10 August

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Notes

1. Once you have indicated your agreement to the Resolution you may not revoke your agreement.
2. If you agree with the Resolution, please sign and date this document above alongside your name or the name of the person on whose behalf you are authorised to act.
3. If you agree to the Resolution, please indicate your agreement by signing and returning the Resolution to the Company in accordance with instructions received via DocuSign or other electronic signing platform.
4. If you do not agree to the Resolution you do not need to return this document; you will be deemed not to agree if you do not reply.
5. You should not return this document to any other person or address, whether such person's name and address is included in a document accompanying this document or otherwise. By returning the document as set out above, you irrevocably confirm that any director of the Company is authorised at his sole discretion to deliver the document to the Company on your behalf and shall (until the date of delivery of such document to the Company) continue to hold the document as your agent and not as agent for the Company.
6. Unless, by the end of the period of 28 days beginning with the Circulation Date, sufficient agreement has been received by the Company for the Resolution to pass, it will lapse.