

## Schedule I to Compliance Certificate

Compliance as of [\_\_\_\_\_] with  
Provisions of Section 6.12 of the Agreement

The computations set forth in this Schedule I are designed to facilitate the calculation of financial covenants and certain other provisions in the Agreement relating to the information set forth in the Borrower's consolidated financial statements delivered with this Certificate. The computations set forth in this Schedule I have been made in accordance with GAAP. The use of abbreviated terminology and/or descriptions in the computations below are not in any way intended to override or eliminate the more detailed descriptions for such computations set forth in the relevant provisions of the Agreement, all of which shall be deemed to control. In addition, the failure to identify any specific provisions or terms of the Agreement in this Schedule I does not in any way affect their applicability during the periods covered by such financial statements or otherwise, which shall in all cases be governed by the Agreement.

### 1. Consolidated EBITDA for the most recently ended 4 fiscal quarters

With reference to any period:

(a) Consolidated Net Income for such period \$ \_\_\_\_\_

(b) plus, without duplication, the following amounts for such period but solely to the extent deducted in calculating Consolidated Net Income (other than in the case of 1(b)(xviii)) for such period,

(i) Consolidated Interest Expense + \$ \_\_\_\_\_

(ii) expenses for Taxes based on income net of tax refunds + \$ \_\_\_\_\_

(iii) total depreciation expense + \$ \_\_\_\_\_

(iv) total amortization expense (including, without limitation, amortization of intangibles from purchase price accounting) + \$ \_\_\_\_\_

(v) noncash stock based compensation expense + \$ \_\_\_\_\_

(vi) noncash exchange, transaction or performance losses relating to any foreign currency hedging transactions or currency fluctuations + \$ \_\_\_\_\_

(vii) costs, fees and expenses in connection with the execution and delivery of this Agreement and the other Loan Documents and any amendments or other modifications thereto, in each case to the extent incurred within six (6) months after the Effective Date or the effectiveness of such amendment or other modification (or such later time period as approved in writing by the Administrative Agent in its sole discretion) + \$ \_\_\_\_\_



(viii) one-time costs, fees, and expenses in connection with Permitted Acquisitions, investments, dispositions, issuances or repurchases of Equity Interests, or the incurrence, amendment or waiver of Indebtedness (in each case permitted hereunder), in each case, whether or not consummated<sup>7</sup> + \$ \_\_\_\_\_

(ix) noncash purchase accounting adjustments (including, but not limited to deferred revenue write down) and any adjustments as required or permitted by the application of FASB 141 (requiring the use of purchase method of accounting for acquisitions and consolidations), FASB 142 (relating to changes in accounting for the amortization of goodwill and certain other intangibles) and FASB 144 (relating to the write downs of long-lived assets), in each case, in connection with Permitted Acquisitions + \$ \_\_\_\_\_

(x) noncash charges for goodwill and other intangible write-offs and write-downs in connection with Permitted Acquisitions or otherwise + \$ \_\_\_\_\_

(xi) the amount of any restructuring charge, accrual or reserve, integration cost or other business optimization expense, including any restructuring costs incurred in connection with acquisitions, mergers or consolidations after the Effective Date and any other restructuring expenses, severance expenses, one-time compensation charges, post-retirement employee benefits plans, any expenses relating to reconstruction, decommissioning or recommissioning fixed assets for alternate use, expenses or charges relating to facility closing costs, acquisition integration costs and signing, retention or completion bonuses or expenses<sup>8</sup> + \$ \_\_\_\_\_

(xii) (A) any extraordinary, unusual or non-recurring non-cash expenses or non-cash charges and (B) any non-recurring expenses or charges<sup>9</sup> + \$ \_\_\_\_\_

(xiii) other noncash items reducing Consolidated Net Income (excluding any such noncash item to the extent that it represents an accrual or reserve for potential cash items in any future period or amortization of a prepaid cash item that was paid in a prior period) approved by the Administrative Agent in writing as an 'add-back' to Consolidated EBITDA + \$ \_\_\_\_\_

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<sup>7</sup> any amounts described in 1(b)(viii) with respect to transactions that are not consummated shall not exceed \$5,000,000 in the aggregate for any period

<sup>8</sup> in an aggregate amount, when taken together with any amounts in 1(b)(xii) below, not to exceed fifteen percent (15%) of Consolidated EBITDA in any period

<sup>9</sup> in an aggregate amount, when taken together with any amounts in 1(b)(xi) above, not to exceed fifteen percent (15%) of Consolidated EBITDA in any period

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(xiv) the amount of any loss incurred during such period for which there is insurance or indemnity coverage and for which a related insurance or indemnity recovery is not recorded in accordance with GAAP, but for which such insurance or indemnity recovery is reasonably expected to be received by a Loan Party in a subsequent fiscal period and within one year of the date of the underlying loss; provided that if such recovery is not received in cash within one year of the date of the underlying loss, such amount will be deducted from Consolidated EBITDA for the subsequent period

+ \$ \_\_\_\_\_

(xv) expenses and payments that are covered by indemnification or purchase price adjustment provisions in any agreement entered into by a Loan Party or Subsidiary in connection with any proposed or actual Permitted Acquisition and for which (A) the indemnitor or counterparty has assumed coverage in writing and (B) the Borrower reasonably expects to receive such expenses and payments within one year from the date of calculation; provided that if such expenses and payments are not received in cash within one year of the date of the underlying loss, such amount will be deducted from Consolidated EBITDA for the subsequent period

+ \$ \_\_\_\_\_

(xvi) any expense deducted in calculating Consolidated Net Income and actually reimbursed in cash by third parties (other than a Group Member)

+ \$ \_\_\_\_\_

(xvii) the amount of earn-out obligations, other contingent consideration obligations, stay-bonuses or similar payments, seller debt or other deferred purchase price payments, in each case, contingent or otherwise, incurred in connection with any Permitted Acquisition, to the extent such payments are permitted under this Agreement and expensed under GAAP standards

+ \$ \_\_\_\_\_

(xviii) the amount of cost savings, operating expense reductions, other operating improvements and initiatives and synergies projected by the Borrower in good faith to result from actions actually taken in connection with any investment, Disposition, merger, amalgamation, consolidation, discontinued operations, or operational changes (which will be added to Consolidated EBITDA as so projected until fully realized and calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions<sup>10</sup>

+ \$ \_\_\_\_\_

(xix) unusual or non-recurring non-cash write-downs of capitalized software development costs and other fixed assets

+ \$ \_\_\_\_\_

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<sup>10</sup> in an amount not to exceed \$4,000,000 in any period; provided that (x) such actions have actually been taken within six (6) months after the consummation of the investment, acquisition, Disposition, merger, amalgamation, consolidation, discontinued operations, or operational change expected to result in such cost savings or other benefits, and (y) such cost savings are reasonably identifiable and factually supportable (in the good faith determination of the Borrower)



(c) minus, without duplication of the amounts for such period,

(i) interest income – \$ \_\_\_\_\_

(ii) capitalized software development costs – \$ \_\_\_\_\_

(iii) noncash items increasing Consolidated Net Income for such period  
(excluding any such noncash item to the extent it represents the reversal of  
an accrual or reserve for potential cash item in any prior period) – \$ \_\_\_\_\_

(iv) any extraordinary, unusual or non-recurring gains – \$ \_\_\_\_\_

(d) Consolidated EBITDA (aggregate of 1(a) through 1(c)) = \$ \_\_\_\_\_

## 2. Maximum Total Net Leverage Ratio (Section 6.12(a))

(a) Consolidated Total Indebtedness as of such date \$ \_\_\_\_\_

minus, Qualified Cash<sup>11</sup> \$ \_\_\_\_\_

(b) Consolidated EBITDA for the most recently ended 4 fiscal quarters  
(from 1(d) above) \$ \_\_\_\_\_

(c) Total Net Leverage Ratio (ratio of 1(a) to 1(b)) \_\_\_\_\_ to 1.00

Maximum Total Net Leverage Ratio permitted under Section 6.12(a) [ ] to 1.00

In compliance? Yes/No (select one)

## 3. Fixed Charge Coverage Ratio (Section 6.12(b))

(a) Consolidated EBITDA for the most recently ended 4 fiscal quarters  
(from 1(d) above) \$ \_\_\_\_\_

(b) Unfinanced Capital Expenditures for such period \$ \_\_\_\_\_

(c) cash Consolidated Interest Expense for such period \$ \_\_\_\_\_

(d) scheduled principal payments on Indebtedness (other than any earn-out  
obligations, seller debt or other deferred purchase price payments, but  
including Capital Leases) \$ \_\_\_\_\_

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<sup>11</sup> in an amount not to exceed \$25,000,000

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(e) expense for taxes paid in cash for such period \$ \_\_\_\_\_

(f) Restricted Payments paid in cash for such period (other than Restricted Payments permitted pursuant to Section 6.08(a)(v) of the Credit Agreement) \$ \_\_\_\_\_

(g) Consolidated Fixed Charges for such period (aggregate of 3(c) through 3(f)) \$ \_\_\_\_\_

(h) Fixed Charge Coverage Ratio (ratio of (3(a), *minus* 3(b)) to 3(g)) \_\_\_\_\_ to 1.00

Minimum Fixed Charge Coverage Ratio permitted under Section 6.12(b) [\_\_\_\_] to 1.00

In compliance? Yes/No (select one)

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Schedule II to Compliance Certificate  
Borrower's Applicable Rate Calculation

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## **EXHIBIT F**

### **JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (this “Agreement”), dated as of [\_\_\_\_], is entered into between [\_\_\_\_], a [\_\_\_\_] (the “New Subsidiary”) and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) under that certain Credit Agreement dated as of September [\_\_\_\_], 2023 (as the same may be amended, modified, extended or restated from time to time, the “Credit Agreement”) among NerdWallet, Inc., a Delaware corporation (the “Borrower”), the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent for the Lenders. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Administrative Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a “Loan Guarantor” for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in Article X of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 10.10 and 10.13 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Lenders, as provided in Article X of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Loan Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.