

LIMITED LIABILITY COMPANY AGREEMENT  
OF  
CIRCANA, LLC

THE UNDERSIGNED is executing this Limited Liability Company Agreement (the “Agreement”) as of December 19, 2023 for the purpose of forming, and does hereby form, a limited liability company (the “Company”) pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the “Act”), and does hereby certify and agree as follows:

1. Name. The name of the Company shall be Circana, LLC, or such other name as the Member may from time to time hereafter designate.

2. Definitions.

(a) In addition to the terms otherwise defined herein, the following terms are used herein as defined below:

“Member” (or “Members”) means IRI Group Holdings Inc., a Delaware corporation, and those other persons or entities who from time to time are designed as Members of the Company in accordance with Section 5(b) of this Agreement.

(b) Capitalized terms not otherwise defined herein shall have the meanings set forth therefore in Section 18-101 of the Act.

3. Purpose. The Company may engage in any lawful business under the Act and do all things necessary or incidental thereto.

4. Offices.

(a) The principal place of business and office of the Company shall be located at, and the Company’s business shall be conducted from, such place or places as the Company may from time to time designate.

(b) The address of the registered office of the Company in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the registered agent of the Company shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Members may from time to time change the registered agent or office by an amendment to the Certificate of Formation of the Company.

5. Members.

(a) The name and business or residence addresses of the Members are set forth in the Register of Members of the Company on Schedule A attached hereto, as the same may be amended from time to time.

(b) One or more additional members may be admitted to the Company. Prior to the admission of any such additional members to the Company, the Members and the Company shall amend this Agreement (including, for the avoidance of doubt, Schedule A) to make such changes as the Members and the Company shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) The Company has one (1) class of membership interests, designated as Common Units (“Units”). The nominal value of each Unit shall be US \$1. The Company shall issue certificates to all Members to evidence ownership of the Units, and shall record this in the Register of Members of the Company. Each certificate shall state:

- (i) The number and class of Units issued;
- (ii) The nominal value of the Units;
- (iii) That the Units are fully paid and nonassessable; and
- (iv) Any distinguishing numbers assigned to the Units.

(d) In all matters requiring the vote of Members, each Member shall be entitled to one vote per Unit.

6. Term. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company in accordance with the Act and shall continue until the Company is dissolved and its affairs are wound up in accordance with Section 14 of this Agreement.

7. Management of the Company.

(a) In general, and except as otherwise provided herein or by applicable law, the Company shall be managed by those persons elected by the Members as Directors of the Company (“Directors”), and the Directors may make any decisions and take any action for the Company not otherwise provided for in this Agreement and such actions and decisions shall be binding and conclusive upon the Company, the Members, and the Directors. No person who is not a duly elected Director or officer of the Company shall have any responsibility, right or power to take part in the control of the Company's business or any authority or power to act or sign for or otherwise bind the Company.

(b) Until such time as the Members may decide otherwise, there shall be three Directors of the Company.

(c) Regular meetings of the Directors shall be held at such times and places as the Directors from time to time by resolution shall determine. No notice shall be required for any regular meeting of the Directors.

(d) Special meetings of the Directors shall be held whenever called by any Director then in office. Notice of the day, hour and place of holding of each special

meeting shall be given by mailing the same at least two days before the meeting or by causing the same to be delivered personally or transmitted by email, facsimile, or sent by certified, registered or overnight mail at least one day before the meeting to each Director.

(e) At any regular or special meeting of the Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at any meeting of the Directors at which a quorum is present shall be the act of the Directors.

(f) Subject to the requirements of the Act, the Certificate of Formation or this Agreement for notice of meetings, Directors may participate in and hold a meeting of the Directors by means of a conference telephone or similar communications equipment so long as all members participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(g) Any action permitted or required by the Act, the Certificate of Formation or this Agreement to be taken at a meeting of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all of the Directors and filed in the records of the Company.

(h) Notwithstanding anything to the contrary contained herein, except with the approval of the Members, the Directors shall not:

(i) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all of the Company's property and assets, other than in the ordinary course of the Company's operations;

(ii) cause the Company to be a party to any merger, exchange or acquisition; or

(iii) amend or restate the Certificate of Formation of the Company.

(i) The Company may have such officers (the "Officers") as the Directors in their discretion may appoint or who may be appointed by the other Officers if specifically authorized to do so by the Directors. Subject to the terms of any written agreement between the Company and such Officer, the Directors may remove any Officer with or without cause at any time. Any such Officers may, subject to the general direction and control of the Directors, have responsibility for the management of the normal and customary day-to-day operations of the Company to the extent so delegated by the Directors or the Officer appointing such Officer, subject to the terms of this Agreement, and may be empowered to engage in all appropriate and necessary activities to accomplish the purposes of the Company as set forth herein.

(j) The Directors shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner, devoting such portion of its time and effort to Company affairs as may reasonably be required for the effective management of such affairs.

8. Capital Contributions.

(a) A Member shall be required to make an initial capital contribution in the amount of the nominal value of the Units (the "Fixed Capital") plus any premium to be paid to the Company in consideration for the issuance of the Units. The number of Units held by each Member, the Fixed Capital and the capital surplus will be recorded in the Company's statement of capital. All Units when issued shall be fully paid up and nonassessable.

(b) The Members are not required to make any additional contributions to the Company. However, the Members may make additional contributions to the Company at any time in the discretion of the Members, which may be in the form of cash or property to the Company. Any such contributions shall be recorded in the Company's statement of capital and the contributing Member shall receive additional Units in the Company therefor.

9. Transfers of Membership Interest. Members may transfer Units in the Company freely and without restriction, provided the transferee becomes a party to this Agreement. The Register of Members and the statement of capital shall be updated periodically to reflect transfers. Upon the transfer of a Member's Units, the transferor shall cease to be a Member with respect to the Units so transferred, and the transferee shall become a Member with respect to the Units so transferred.

10. Title to Assets; Transactions. The Company shall keep title to, and beneficial ownership of, all of its assets (including any capital contributions from Members) in its own name and not in the name of any Member. The Company shall enter into and engage in all transactions in its own name and not in the name of any Member. Any debt, obligation or liability of the Company shall be incurred by the Company in its own name and not the name of any Member.

11. Distributions. Distributions of profits of the Company in the form of cash or other assets shall be made at such times and in such amounts as the Directors may determine; provided that the Members shall approve any such distributions; provided, further, that the Members shall not approve any distributions in excess of such amounts as determined by the Directors. Distributions shall be made to Members pro rata in accordance with the relevant number of Units held by each Member. A distribution shall be payable to the Members holding Units on the date such distribution was authorized by the Directors. Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member if such distribution would violate the Act or other applicable law.

12. Return of Capital. No Member has the right to receive any distributions to a Member which include a return of all or any part of such Member's capital contribution, provided that upon the dissolution and winding up of the Company, the assets of the Company shall be distributed as provided in Section 18-804 of the Act.

13. Dissolution.

(a) The Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

- (i) the determination of the Members to dissolve the Company;
- (ii) any time there are no members of the Company unless the Company is continued in accordance with the Act; or
- (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Members shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Members under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Members.

(d) Upon the completion of the winding up of the Company, the Members shall file a Certificate of Cancellation in accordance with the Act.

14. Liability; Indemnification and Insurance.

(a) *Liability of Member.* To the fullest extent permitted under the Act, the Members, whether acting as the Members or in any other capacity, shall not be liable for any debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, solely by reason of being a Member.

(b) *Duties of Directors.* Each Director of the Company shall have the same fiduciary duties to the Company as an officer has to a corporation organized under the General Corporation Law of the State of Delaware.

(c) *Indemnification.*

(i) To the fullest extent permitted by law, the Company shall indemnify any Person made or threatened to be made a party to an action or proceeding,

whether criminal, civil, administrative or investigative, by reason of the fact that such Person is or was a director, manager or officer of the Company or its respective predecessors, or serves or served at any other enterprise as a director, officer, partner, member, shareholder, or manager at the request of the Company or any of its respective predecessors (an “Indemnitee”) and, upon request of such Indemnitee, the Company shall, advance expenses to such Indemnitee in connection with any such action or proceeding (subject to such Indemnitee providing an undertaking to repay such advances if it is ultimately determined that such Indemnitee is not entitled to indemnification); provided, that the foregoing indemnification shall not apply to (i) any breach of such Indemnitee’s duty of loyalty to the Company, (ii) acts or omissions of such Indemnitee not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) any transaction from which such Indemnitee derived an improper personal benefit, in each case as ultimately determined by a court of competent jurisdiction.

(ii) The Company acknowledges and agrees that the Company shall, and to the extent applicable shall cause its Controlled Entities to, be fully and primarily responsible for the payment to the Indemnitee in respect of indemnified liabilities in connection with any Jointly Indemnifiable Claims (as defined herein), pursuant to and in accordance with (as applicable) the terms of (i) in the case of any Controlled Entities that are Delaware limited partnerships, the Delaware Revised Uniform Limited Partnership Act, as amended, in the case of any Controlled Entities that are Delaware corporations, the General Corporation Law of the State of Delaware, as amended, and in the case of any Controlled Entities that are Delaware limited liability companies, the Act, as amended, (ii) this Agreement and the Certificate of Formation of the Company, (iii) any director or officer indemnification or similar agreement, (iv) any other agreement between or among the Company or any of its Controlled Entities and the Indemnitee pursuant to which the Indemnitee is indemnified, (v) the laws of the jurisdiction of incorporation, formation or organization of the Company or any Controlled Entity and/or (vi) the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of the Company or any Controlled Entity ((i) through (vi) collectively, the “Indemnification Sources”), irrespective of any right of recovery the Indemnitee may have from any Person or employee benefit plan (other than the Company, any Controlled Entity or the insurer under and pursuant to an insurance policy of the Company or any Controlled Entity) from whom an Indemnitee may be entitled to indemnification and with respect to which, in whole or in part, the Company or any Controlled Entity may also have an indemnification obligation (collectively, the “Indemnitee-Related Entities”). Under no circumstance shall the Company or any Controlled Entity be entitled to any right of subrogation or contribution by or from the Indemnitee-Related Entities and no right of advancement or recovery the Indemnitee may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Indemnitee or the obligations of the Company or any Controlled Entity under the Indemnification Sources. In the event that any of the Indemnitee-Related Entities shall make any payment to the Indemnitee in respect of indemnification with respect to any Jointly Indemnifiable Claim, (x) the Company shall, and to the extent applicable shall cause the Controlled Entities to, reimburse the Indemnitee-Related Entity making such payment to the extent of such payment promptly upon written demand from such Indemnitee-

Related Entity, (y) to the extent not previously and fully reimbursed by the Company and/or any Controlled Entity pursuant to clause (x), the Indemnitee-Related Entity making such payment shall be subrogated to the extent of the outstanding balance of such payment to all of the rights of recovery of the Indemnitee against the Company and/or any Controlled Entity, as applicable, and (z) the Indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-Related Entities effectively to bring suit to enforce such rights. The Company, the Members and the Indemnitees agree that each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 14(c)(ii) entitled to enforce this Section 14(c)(ii) as though each such Indemnitee-Related Entity were a party to this Agreement. The Company shall cause each of the Controlled Entities to perform the terms and obligations of this Section 14(c)(ii) as though each such Controlled Entity was a party to this Agreement. For purposes of this Section 14(c)(ii), the term “Jointly Indemnifiable Claims” shall be broadly construed and shall include, without limitation, any liabilities, damages, losses, costs, expenses or similar items of whatever kind, nature or description for which the Indemnitee shall be entitled to indemnification from both (1) the Company and/or any Controlled Entity pursuant to the Indemnification Sources, on the one hand, and (2) any Indemnitee-Related Entity pursuant to any other agreement between such Indemnitee-Related Entity and the Indemnitee pursuant to which the Indemnitee is indemnified, the laws of the jurisdiction of incorporation, formation or organization of any Indemnitee-Related Entity and/or the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of any Indemnitee-Related Entity, on the other hand.

(iii) Neither any repeal or modification of this Section 14(c), nor the adoption of any provision of this Agreement inconsistent with this Section 14(c), shall eliminate or reduce the effect of this Section 14(c) in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Section 14(c), would accrue or arise, prior to such repeal, modification or adoption of an inconsistent provision.

(d) *Insurance.* The Company may, or may cause a Controlled Entity to, purchase and maintain directors and officers insurance, to the extent and in such amounts as the Directors may, in their discretion, deem reasonable.

(e) *Certain Definitions.* As used in this Section 14 and other Sections of this Agreement:

(i) “Affiliate” means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person.

(ii) “control” means, with respect to a Person, the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms “controlled” and “controlling” have meanings correlative to the foregoing.

(iii) “Controlled Entity” means any other limited liability company, partnership, corporation, joint venture, trust, employee benefit plan or other entity or enterprise controlled by the Company.

(iv) “Person” means an individual, any general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity.

15. Amendments. This Agreement may only be amended with the written consent of the Members.

16. Miscellaneous. The Members shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by this Agreement or the Act. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to its conflict of law rules. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

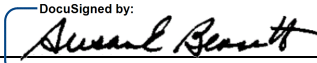
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IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

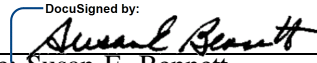
MEMBER:

IRI GROUP HOLDINGS, INC.

By:   
Name: Susan E. Bennett  
Title: Secretary

COMPANY:

CIRCANA, LLC

By:   
Name: Susan E. Bennett  
Title: Secretary

SCHEDULE A

CIRCANA, LLC  
a Delaware limited liability company

REGISTER OF MEMBERS

<b>CERTIFICATE NUMBER</b>	<b>MEMBER NAME AND ADDRESS</b>	<b>NUMBER OF UNITS</b>	<b>PERCENTAGE OF ISSUED MEMBERSHIP INTERESTS</b>	<b>DATE OF ISSUE</b>	<b>DISPOSITION</b>
1	IRI Group Holdings, Inc. 203 N. LaSalle Street Chicago, IL 60601	N/A	100%		
<b>TOTAL</b>		N/A	100%		