
VOTING AGREEMENT

(this "Agreement"),

dated as of July 30, 2024 (the "Effective Date"), among

A. The Existing Shareholders

1. Felix Krause ("Krause");
2. knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H. ("knallgrau");
3. Reinhard Hafenscher ("Hafenscher");

(the aforementioned persons under nos. A.1 through A.3
collectively, the "Existing Shareholders")

B. The Converting Investors

1. Heracles Capital Fund I ("Heracles");
2. FoxyFlo GmbH ("FoxyFlo");
3. Michael Schuster ("Schuster");
4. Roundtable - ContextSDK, special Limited partnership ("Roundtable 1");
5. Joe Smash Ventures GmbH ("Joe");
6. PST Beteiligungs GmbH ("PST");
7. Fund I, a series of Explorer34 Fund, LP ("Explorer34");
8. Moataz Soliman Ibrahim ("Moataz");
9. TeHoch4Quadrat GmbH ("TeHoch4Quadrat").

(the aforementioned persons under nos. B.1 through B.9
collectively, the "Converting Investors")

c. The Cash Investors

1. Heracles;
2. PST;
3. Roundtable - ContextSDK - SPV 2, special Limited partnership ("Roundtable 2");
4. Speedinvest IV EuVECA GmbH & Co KG ("SI");
5. First Momentum Ventures Fund II GmbH & Co. KG ("First Momentum");
6. Martin Price ("Price");
7. make visions capital gmbh ("Make Visions");
8. Scout Fund VII, LP ("Scout Fund");
9. Tomorrow Ventures GmbH ("Tomorrow Ventures")

(the parties listed above under nos. C.1 through C.9, collectively, the "Seed Preferred Investors" and, the Seed Preferred Investors, together with the Converting Investors, the "Investors" and, the Investors, together with the Existing Shareholders, the "Shareholders");

D. The Company

1. ContextSDK, Inc. (the "Company").

(the Company, together with the Shareholders, collectively, the "Parties").

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Recitals

- A. The business of the Company, a Delaware corporation, is to specialize in improving app performance with privacy-focused, context-aware technology, enhancing user engagement without compromising privacy.
- B. The Shareholders are all the shareholders of the Company.
- C. Further particulars of the Parties are listed in **Schedule C**.
- D. The Parties are entering into this Agreement to establish a framework for the governance and oversight of the Company's operations, specifically including the appointment of board members and the enforcement of drag-along rights.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Art. I. Certain Definitions

§ 1.1 Certain Definitions. In this Agreement,

- (a) “Affiliate” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or other investment fund now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.
- (b) “Board” means the Board of Directors of the Company.
- (c) “Capital Stock” means the authorized shares of the Company's capital stock, including all classes and series of common, preferred, voting and nonvoting capital stock.
- (d) “Certificate ” means the Company's Certificate of Incorporation, as restate or amended from time to time.
- (e) “Common Stock” means the common stock, par value \$0.0001 per share.
- (f) “Convertible Securities” means securities, contract rights, notes, obligations, options, warrants, or other rights that are directly or indirectly exercisable for, convertible into, or exchangeable for Common Stock or other Capital Stock of the Company, but expressly excluding Capital Stock from such definition of Convertible Securities.
- (g) “Deemed Liquidation Event” means, unless the Shareholders collectively representing at least 50% of the outstanding shares of Common Stock (the “Requisite Holders ”), elect otherwise by written notice sent to the Company at least 10 days prior to the effective date of any such event:
 - i. a merger, consolidation, statutory conversion, transfer, domestication, or continuance in which

- A. the Company is a constituent party or
- B. a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger, consolidation, statutory conversion, transfer, domestication, or continuance,

except any such merger, consolidation, statutory conversion, transfer, domestication, or continuance involving the Company or a subsidiary in which the shares of capital stock of the Company outstanding immediately prior to such merger, consolidation, statutory conversion, transfer, domestication, or continuance continue to represent, or are converted into or exchanged for shares of capital stock or other equity interests that represent, immediately following such merger, consolidation, statutory conversion, transfer, domestication, or continuance, a majority, by voting power, of the capital stock or other equity interests of (x) the surviving or resulting corporation or entity; or (y) if the surviving or resulting corporation or entity is a wholly owned subsidiary of another corporation or entity immediately following such merger, consolidation, statutory conversion, transfer, domestication, or continuance, the parent corporation or entity of such surviving or resulting corporation or entity;

- ii. (x) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or (y) the sale, lease, transfer, exclusive license or other disposition, whether by merger, consolidation, statutory conversion, domestication, continuance or otherwise, and whether in a single transaction or a series of related transactions, of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

- (h) “Directors” means the Persons selected to serve as Directors pursuant to the terms of this Agreement.
- (i) “Entity” means a Person other than a natural person and includes, without limitation, corporations, both non-profit and other corporations, partnerships, both limited, limited liability, general, trusts, joint ventures, limited liability companies, and unincorporated associations.
- (j) “Investor Consent” means the consent of Shareholders collectively holding the majority of Shares of Series Seed Preferred Stock.
- (k) “Preferred Stock” means any preferred stock issued by the Company from time to time.
- (l) “Restated Certificate” means the Company’s Certificate of Incorporation.
- (m) “Shares” means any Capital Stock and Convertible Securities, of the Company.

- (n) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- (o) “Series Seed Preferred Stock” means shares of the Company’s Series Seed Preferred Stock, par value \$0.0001 per share.
- (p) “Transaction Documents” means this Agreement and those other agreements entered among all or certain parties hereto with respect to the Company on or around the date hereof.
- (q) “United States GAAP” means United States of America generally accepted accounting principles.
- (r) Any reference in this Agreement to “vote” or “voting” or similar language shall include, without limitation, action by written consent of the Shareholders.

Art. II. Voting Provisions Regarding the Board

§ 2.1 Board of Directors.

- (a) Each Shareholder agrees to vote, or cause to be voted, all shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the Board shall be comprised of the three Directors and that the Board shall consist of the Directors elected as follows:
 - i. one Director appointed by Krause;
 - ii. one Director appointed by knallgrau; and
 - iii. one Director appointed by SI.
- (b) The right of a Shareholder specified in § 2.1(a) to appoint a Director shall terminate at such time as such Shareholder no longer owns at least five percent of the issued and outstanding shares.
- (c) Notwithstanding the above, each Director must be an individual.
- (d) Each Shareholder agrees to vote, or cause to be voted, all shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:
 - i. in the event that any Director appointed hereunder should be unwilling or unable by removal or otherwise, to serve as a Director, his or her successor will be appointed by Shareholders owning a majority of the shares held by the Shareholders entitled to appoint such Director; and
 - ii. the Shareholders who are entitled to appoint a Director hereunder may remove such Director at any time and from time to time and appoint his or her successor by written notice to the Company and the other Shareholders.
- (e) *Failure to Designate a Director Candidate; Vacancies.* In the absence of any designation from the Persons with the right to designate a director as specified above, the individual then serving in such director position shall be reelected if

willing to serve unless such individual has been removed as provided herein, and otherwise such Board seat shall remain vacant until filled as provided above. Similarly, in the absence of the requisite approval of the Board and/or the Shareholders, as applicable, of an individual to serve as a director as specified above, the individual then serving in such director position shall be reelected if willing to serve unless such individual has been removed as provided herein, and otherwise such Board seat shall remain vacant until filled as provided above.

§ 2.2 Board Observer.

- (a) An individual designated by First Momentum ("Board Observer"), may attend all meetings of the Board in a non-voting observer capacity. The Board Observer may participate fully in discussions of all matters brought to the Board for consideration, but in no event shall the Board observer;
 - i. be deemed to be a member of the Board;
 - ii. have the right to propose or offer any motions or resolutions to the Board; or
 - iii. have the right to vote with respect to any motions or resolutions proposed or offered to the Board.
- (b) The presence of the Board Observer shall not be taken into account or required for the purposes of establishing a quorum.
- (c) The Company shall provide the Board Observer copies of all notices, minutes, consents, and other materials ("Board Materials") that it provides to the members of the Board, at the same time and in the same manner as such information is delivered to the Board members, except to the extent the Board Observer has been excluded therefrom pursuant to § 2.2(d).
- (d) Notwithstanding anything herein to the contrary, the Company may exclude the Board Observer from access to any Board Materials, meeting or portion thereof if the Board concludes, acting in good faith, that
 - i. such exclusion is reasonably necessary to preserve the attorney-client or work product privilege between the Company or its affiliates, and its counsel;
 - ii. such Board Materials or discussion relates to the Company's or its affiliates' relationship, contractual or otherwise, with First Momentum or its affiliates or any actual or potential transactions between or involving the Company or its affiliates and the Investor or its affiliates;
 - iii. such exclusion is necessary to avoid a conflict of interest or disclosure that is restricted by any agreement to which the Company or any of its affiliates is a party or otherwise bound; or
 - iv. such exclusion is necessary to protect competitively sensitive information of the Company or any of its affiliates.

Any committee of the Board may also exclude the Board Observer from access to any notices, minutes, consents, and other materials that it provides to members of such committee, or from any meeting of such committee, or from any portion thereof, for any reason, in its sole discretion.

- (e) First Momentum's right pursuant to this § 2.2 shall be subject to Krause's and Knallgrau's joint authority, to be exercised in their reasonable discretion
- i. within four weeks prior to each recurring second anniversary of the signing hereof; or
 - ii. on occasion of the Company's next equity financing round, to cancel such right.
- § 2.3 Initial Directors. The initial directors of the Company shall be Krause, Rappold and Markus Lang.
- § 2.4 D&O Insurance. Upon resolution by the Board, the Company shall procure customary D&O insurance for its Directors and officers.

Art. III. Vote to Increase Authorized Common Stock

Each Shareholder agrees to vote or cause to be voted all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

Art. IV. Drag-Along Right

- § 4.1 Definitions. A "Sale of the Company" shall mean either:
- (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from Shareholders of the Company shares representing more than 50% of the outstanding voting power of the Company (a "Stock Sale");
 - (b) a transaction that qualifies as a Deemed Liquidation Event.
- § 4.2 Actions to be Taken. In the event that the holders of a majority of the then outstanding shares of Common Stock, on an as-converted basis, including Investor Consent (collectively, the "Electing Holders"), and the Board approve a Sale of the Company, which approval of the Electing Holders must be in writing, specifying that this Art. IV shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in § 4.3 below, each Shareholder and the Company hereby agree:
- (a) if such transaction requires Shareholder approval, with respect to all Shares that such Shareholder owns or over which such Shareholder otherwise exercises voting power, to vote, in person, by proxy or by action by written consent, as applicable, all Shares in favor of, and approve, such Sale of the Company (together with any related amendment or restatement to the Certificate required to implement such Sale of the Company) and the related definitive agreement(s) pursuant to which the Sale of the Company is to be consummated, and to vote in opposition to any and all

other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

- (b) if such transaction is a Stock Sale, to sell the same proportion of shares of Capital Stock of the Company beneficially held by such Shareholder as is being sold by the Electing Holders to the Person to whom the Electing Holders propose to sell their Shares, and, except as permitted in § 4.3 below, on the same terms and conditions as the other Shareholders of the Company;
- (c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Electing Holders in order to carry out the terms and provision of this Art. IV, including, without limitation,
 - i. executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer, free and clear of impermissible liens, claims and encumbrances, and any similar or related documents; and
 - ii. providing any information reasonably necessary for any public filings with the Securities and Exchange Commission in connection with the Sale of the Company;
- (d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;
- (e) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company;
- (f) if the consideration to be paid in exchange for the Shares pursuant to this Art. IV includes any securities and due receipt thereof by any Shareholder would require under applicable law
 - i. the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or
 - ii. the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act,

the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value, as determined in good faith by the Board, of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

- (g) in the event that the Electing Holders, in connection with such Sale of the Company, appoint a Shareholder representative (the “Shareholder Representative”) with respect to matters affecting the Shareholders under the applicable definitive transaction agreements following consummation of such Sale of the Company,
- i. to consent to
 - A. the appointment of such Shareholder Representative;
 - B. the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations; and
 - C. the payment of such Shareholder’s pro rata portion, from the applicable escrow or expense fund or otherwise, of any and all reasonable fees and expenses to such Shareholder Representative in connection with such Shareholder Representative’s services and duties in connection with such Sale of the Company and its related service as the representative of the Shareholders; and
 - ii. not to assert any claim or commence any suit against the Shareholder Representative or any other Shareholder with respect to any action or inaction taken or failed to be taken by the Shareholder Representative, within the scope of the Shareholder Representative’s authority, in connection with its service as the Shareholder Representative, absent fraud, bad faith, [gross negligence] or willful misconduct.
- § 4.3 Conditions. Notwithstanding anything to the contrary set forth herein, a Shareholder will not be required to comply with § 4.2 above in connection with any proposed Sale of the Company (the “Proposed Sale”), unless:
- (a) any representations and warranties to be made by such Shareholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that
 - i. the Shareholder holds all right, title and interest in and to the Shares such Shareholder purports to hold, free and clear of all liens and encumbrances;
 - ii. the obligations of the Shareholder in connection with the transaction have been duly authorized, if applicable;
 - iii. the documents to be entered into by the Shareholder have been duly executed by the Shareholder and delivered to the acquirer and are enforceable, subject to customary limitations, against the Shareholder in accordance with their respective terms; and
 - iv. neither the execution and delivery of documents to be entered into by the Shareholder in connection with the transaction, nor the performance of the Shareholder’s obligations thereunder, will cause a breach or violation of the terms of any agreement, including the Company’s or such Shareholder’s organizational documents, to which the Shareholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Shareholder;

- (b) such Shareholder is not required to agree, unless such Shareholder is a Company officer, director, or employee, to any restrictive covenant in connection with the Proposed Sale, including, without limitation, any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale, or any release of claims other than a release in customary form of claims arising solely in such Shareholder's capacity as a Shareholder of the Company;
- (c) such Shareholder and its Affiliates are not required to amend, extend or terminate any contractual or other relationship with the Company, the acquirer or their respective Affiliates, except that the Shareholder may be required to agree to terminate the investment-related documents between or among such Shareholder, the Company and/or other Shareholders of the Company;
- (d) the Shareholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company, except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders);
- (e) liability shall be limited to such Shareholder's applicable share, determined based on the respective proceeds payable to each Shareholder in connection with such Proposed Sale in accordance with the provisions of the Certificate, of a negotiated aggregate indemnification amount that in no event exceeds the amount of consideration otherwise payable to such Shareholder in connection with such Proposed Sale in such person's capacity as a Shareholder of the Company, except with respect to claims related to fraud by such Shareholder, the liability for which need not be limited as to such Shareholder; and
- (f) upon the consummation of the Proposed Sale
 - i. each holder of each class or series of the Capital Stock of the Company will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, and if any holders of any Capital Stock of the Company are given a choice as to the form of consideration to be received as a result of the Proposed Sale, all holders of such Capital Stock will be given the same option;
 - ii. each holder of a series of Preferred Stock will receive the same amount of consideration per share of such series of Preferred Stock as is received by other holders in respect of their shares of such same series;
 - iii. each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and
 - iv. unless waived pursuant to the terms of the Certificate or as may be required by law, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the

holders of Common Stock are entitled in a Deemed Liquidation Event, assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Certificate in effect immediately prior to the Proposed Sale;

provided, however, that, notwithstanding the foregoing provisions of this § 4.3(f), if the consideration to be paid in exchange for the Shares held by the Shareholder pursuant to this § 4.3(f) includes any securities and due receipt thereof by any Shareholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares held by the Shareholder, which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value, as determined in good faith by the Board, of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares held by the Shareholder.

- (g) subject to § 4.3(f) above, requiring the same form of consideration to be available to the holders of any single class or series of Capital Stock, if any holders of any Capital Stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such Capital Stock will be given the same option; provided, however, that nothing in this § 4.3(g) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder’s failure to satisfy any condition, requirement or limitation that is generally applicable to the Company’s Shareholders.

§ 4.4 Restrictions on Sales of Control of the Company. No Stockholder shall be a party to any Stock Sale unless

- (a) all holders of Preferred Stock are allowed to participate in such transaction(s); and
- (b) the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Company’s Restated Certificate in effect immediately prior to the Stock Sale (as if such transaction(s) were a Deemed Liquidation Event), unless the holders of at least the requisite percentage required to waive treatment of the transaction(s) as a Deemed Liquidation Event pursuant to the terms of the Restated Certificate, elect to allocate the consideration differently by written notice given to the Company at least 30 days prior to the effective date of any such transaction or series of related transactions.

Art. V. Remedies

§ 5.1 Covenants of the Company. The Company covenants and agrees to call a special meeting of Shareholders for the purposes of

- (a) increasing the number of authorized shares of Common Stock as contemplated by Art. II, upon the written request of any Shareholders collectively holding no less than 20% of the Company's Common Stock; and
 - (b) approving a Sale of the Company, upon the written request of the Electing Holders in accordance with § 4.3.
- § 5.2 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Shareholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction. Each party to this Agreement agrees to use commercially reasonable efforts to cooperate in seeking and agreeing to an expedited schedule in any litigation seeking an injunction or order of specific performance.
- § 5.3 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

Art. VI. Notices

- § 6.1 Form. All notices, communications and declarations of will which are made pursuant to, or in connection with, this Agreement shall be made in writing in the English language and shall be transmitted by hand, by post, by fax or by email to the Parties at the addresses, and marked for the attention of the persons, set out in § 6.2 below (such notices, communications, declarations issued in accordance with the foregoing collectively "Notices", and the giving of such Notices, to "Notify").
- § 6.2 Addresses. Deliveries to the Parties shall, subject to any changes Notified to the other Parties, be made to the addresses set forth in **Schedule B**; provided that delivery and receipt of a Notice to a "with a copy to" recipient shall neither constitute nor replace delivery to and receipt by a respective Party and that delivery to and receipt by such "with a copy to" recipient shall not be required to effect receipt of a Notice by a Party.
- § 6.3 Change of Address. Any change of address shall only become effective once Notified by the respective Party to all other Parties.

Art. VII. Miscellaneous

- § 7.1 Termination.
 - (a) *Termination of Agreement.* The Agreement shall remain in full force and effect until the earlier of
 - i. the completion of the acquisition of all Shares by a single person; or
 - ii. the completion of the liquidation of the Company.

- (b) *Effect of Ceasing to Hold Shares.* A Party shall cease to be a Party to this Agreement for the purpose of receiving benefits and enforcing such Party's rights with effect from the date such Party ceases to hold or beneficially own any Shares, but without prejudice to any benefits and rights accrued prior to such cessation.
- (c) *Effect of Termination.* In the event of the termination of this Agreement as provided in § 7.1(a) or § 7.1(b), this Agreement shall become void and have no further effect without any liability on the part of any Party; provided, however, that no such termination shall relieve any Party of any obligation or liability for damages resulting from such Party's breach of this Agreement prior to its termination.

§ 7.2 Confidentiality Undertaking.

- (a) The Parties undertake not to disclose the contents of this Agreement.
- (b) Each Shareholder undertakes to keep confidential and not disclose to any Person confidential information belonging to and/or used by the Company and take all reasonable steps to prevent the copy, use or disclosure of any such confidential information belonging to and/or used by the Company.
- (c) The confidentiality undertakings in § 7.2(a) and § 7.2(b) shall not apply to:
 - i. use or disclosure of confidential information required to be used or disclosed by applicable law or by any court order or by the rules of any stock exchange or governmental authority provided that the Parties inform each other of such disclosure as soon as possible when the need arises;
 - ii. disclosure of confidential information to an advisor, who is bound by professional secrecy or by an adequate confidentiality agreement, for the purpose of advising in connection with this Agreement; and
 - iii. confidential information which becomes publicly known except as a result of a breach of this § 7.2.
- (d) Notwithstanding § 7.2(a) and § 7.2(b), each Investor may disclose confidential information
 - i. to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its investment in the Company;
 - ii. to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this § 7.2;
 - iii. to any existing affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business;

provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information.

§ 7.3 No Benefit to Others.

- (a) This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein express or implied shall give to any other Person any legal or equitable rights hereunder.
 - (b) Except as otherwise expressly provided in this Agreement, this Agreement shall only grant rights to the Parties and shall not constitute a contract for the benefit of third parties or a contract with protective effect for third parties.
- § 7.4 Entire Agreement. This Agreement constitutes the full understanding of the Parties and the complete and exclusive statements of the terms and conditions of the Parties' agreements relating to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, that may exist between the Parties with respect to the subject matter of this Agreement or parts thereof. There are no side agreements to this Agreement.
- § 7.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.
- § 7.6 Written Form. This Agreement may only be amended by an instrument in writing duly executed by the Parties. No change, termination or modification of any of the provisions of this Agreement shall be binding on the Parties, unless made in writing in accordance with this § 7.6. This shall also apply to any waiver of the need to comply with the provisions of this § 7.6. The foregoing is without prejudice to any stricter mandatory form requirements under applicable law.
- § 7.7 Costs, Taxes. Except as otherwise agreed in the Transaction Documents, each Party shall bear its own taxes, costs and expenses in connection with the preparation, execution and consummation of this Agreement, including any and all professional fees and charges of its advisors.
- § 7.8 No Assignment. No Party shall be entitled to assign any rights or claims under this Agreement without the prior written consent of the other Parties hereto; provided, however, that the rights of a Shareholder under this Agreement may be assigned to a transferee or assignee of any Preferred Stock or Common Stock issued upon conversion of the Preferred Stock, without such consent, provided that:
 - (a) the Company and the other Parties to this Agreement are given written notice of such assignment, stating the name and address of the assignee or transferee and identifying the securities with respect to which such rights are being assigned;
 - (b) the assignee or transferee agrees in writing to be bound by the terms and conditions of this Agreement and to assume the same role as the assignor; and

- (c) such assignment is in compliance with applicable securities laws.

Upon such assignment, the assignee or transferee shall be deemed a "Shareholder" for all purposes of this Agreement and shall assume the same role and responsibilities as the assignor. For the avoidance of doubt, heirs and/or legatees of any Shareholder shall become legal successors of such respective Shareholder in respect of this Agreement, and all rights and obligations thereunder, in accordance with applicable law applying in respect of such legal succession.

§ 7.9 Severability. If one or more provisions of this Agreement are or become wholly or partially invalid, void or unenforceable, this shall not affect the validity of the other provisions of this Agreement. The same shall apply if this Agreement contains a contractual omission. Instead of the invalid, void or unenforceable provision, the Parties shall agree on an arrangement which comes as close as legally possible to what the Parties were trying to achieve with the invalid, void or unenforceable provision, or, as the case may be, the invalid, void or unenforceable part thereof. In the event that a contractual omission needs to be filled, an arrangement shall be agreed upon which, in accordance with the purpose and intent of this Agreement, comes as close as possible to what the Parties would have agreed upon if they had thought about the matter at the time of conclusion of this Agreement. The provisions of this § 7.9 shall not be construed as merely shifting the burden of proof (keine reine Beweislastregel), but shall apply absolutely.

§ 7.10 Amendments and Waivers.

- (a) Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived, either generally or in a particular instance, and either retroactively or prospectively, only with
- i. the written consent of the Company and any two Existing Shareholders; and
 - ii. Investor Consent;
- provided that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party.
- (b) Notwithstanding the foregoing,
- i. this Agreement may not be amended, modified or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, modification, termination, or waiver applies to all Investors in the same fashion;
 - ii. the Company may in its sole discretion waive compliance with any provision of this Agreement if observance of the terms would cause the Company or any Investor to be in violation of applicable Sanctions; and
 - iii. Schedule C hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement in accordance with the Transaction Documents.
- (c) The Company shall give prompt notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in

writing to such amendment, modification, termination, or waiver. Any amendment, modification, termination, or waiver effected in accordance with this § 7.10 shall be binding on all parties hereto, regardless of whether any such party has consented thereto.

- (d) No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.
- § 7.11 Individual Agreement. The content of this Agreement has been individually negotiated by the Parties and the fact that one Party drafted and/or revised this Agreement or parts thereof shall not give reason to interpret this Agreement or parts thereof to its detriment.
- § 7.12 Counterparts. This Agreement is executed in the form of an Austrian notarial deed. Each Party is entitled to request certified copies from the notary public on its own cost at any time.
- § 7.13 Headings. The headings in this Agreement are merely for convenience. They shall be disregarded for the purposes of interpreting this Agreement.
- § 7.14 Schedules. The Schedules to this Agreement shall form an integral part of this Agreement.
- § 7.15 Defined Terms. In case of defined terms, any reference to the singular includes a reference to the plural and *vice versa*, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and *vice versa* and, unless the context clearly indicates the contrary, the word “including” shall be deemed to be followed by the words “without limitation”.

Art. VIII. Governing Law, Jurisdiction

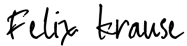
- § 8.1 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware
- § 8.2 Dispute Resolution.
 - (a) The parties
 - i. hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement;
 - ii. agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware; and
 - iii. hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of


the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.


- (b) *WAIVER OF JURY TRIAL.* EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, INCLUDING NEGLIGENCE, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.


THE NEXT PAGE IS A SIGNATURE PAGE


IN WITNESS WHEREOF the Parties to this Agreement have caused this Agreement to be duly executed on the date written at the beginning of this Agreement.


Signed by:

CA8A3DBDFC2D4BD...
Felix Krause

Signiert von:

16BBC2E93A84405...
knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H.

Signed by:

F859BBD5B75F42B...
Reinhard Hafenschner

Signed by:

66DC4A1D25F5413...
HeraclesCapital Fund I

DocuSigned by:

D4D5B432FEC0479...
FoxyFlo GmbH


Signiert von:

12AA8B62EDA94E7...
Michael Schuster


DocuSigned by:


7689C9FE0E6549C...
Roundtable - ContextSDK, special Limited partnership
by: Roundtable Lux Ops SARL, ITS manager


DocuSigned by:

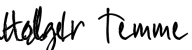
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Roundtable - ContextSDK - SPV 2, special Limited partnership
by: Roundtable Lux Ops SARL, ITS manager


Signed by:

156E5F3E3693443...
Joe Smash Ventures GmbH


Signed by:

A39EA8589CF241A...
PST Beteiligungs GmbH

Signed by:

1AC732B6F8914F9...
Fund I, a series of Explorer 34 Fund, LP
By: Fund GP, LLC, its General Partner
By: Belltower Fund Group, Ltd., Agent
By: Joshua Cowdin, AUTHORIZED PERSON

Signed by:

F59A88FBE20F479...
Moataz Soliman Ibrahim

Signiert von:

EB81460EAB614E9...
TeHoch4Quadrat GmbH

DocuSigned by:

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Speedinvest IV EuVECA GmbH & Co KG


Signiert von:

64591B2C46994D9...
First Momentum Ventures Fund II GmbH & Co. KG

Signed by:

1BA6040537804ED...
Martin Price

DocuSigned by:

75045E6A0B284F0...
make visions capital gmbh

Signed by:

F7241CA175CB4E2...
Scout Fund VII, LP

DocuSigned by:

7C646F357BD84E5...
Tomorrow Ventures GmbH

Signiert von:

16BBC2E93A84405...
ContextSDK, Inc.

Schedule C
Details of the Parties

1. Felix Krause, born March 23, 1994, resident Neubaugasse 64-66/1/24, 1070 Vienna, Austria;
2. knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H., registered with the commercial registry of the Vienna Company Court as FN 513449y, with its business address at Gentzgasse 6/5, 1180 Vienna, Austria;
3. Reinhard Hafenscher, born March 14, 1994, Austrian citizen, resident Thaliastraße 4/17, 1160 Vienna, Austria;
4. HeraclesCapital Fund I, Heracles Capital Fund I, 1804 E 14th Street, Austin, TX, 78702;
5. FoxyFlo GmbH, Böhmerwaldstrasse 18/19.1, 4020 Linz, Austria;
6. Michael Schuster, born May 22nd, 1980, resident at Lerchenfelder Strasse 66- 68/2/49, 1080 Vienna, Austria;
7. Roundtable - ContextSDK, special Limited partnership, incorporated in Luxembourg, having its registered office at 16, rue Robert Stümper, L - 2557 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B281226, represented by Evan Testa agent of the manager Roundtable Lux Ops SARL;
8. Roundtable - ContextSDK - SPV 2, special Limited partnership, incorporated in Luxembourg, having its registered office at 16, rue Robert Stümper, L - 2557 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B288035, represented by Evan Testa agent of the manager Roundtable Lux Ops SARL;
9. Joe Smash Ventures GmbH, Tellenhang 3b, 6858 Schwarzach, Austria, FN 598335;
10. PST Beteiligungs GmbH, Siebensterngasse 15/15, 1070 Vienna, Austria, FN 569625;
11. Fund I, a series of Explorer34 Fund, LP, PO Box 3217, Seattle, WA 98114;
12. Moataz Soliman Ibrahim, born August 30th, 1990, resident at 855 El Camino real st. Suite 13A-111, Palo Alto, California, USA 94301;
13. TeHoch4Quadrat GmbH, Adolf Sturm Straße 18, 82211 Herrsching, Germany, HRB 274694;
14. Speedinvest IV EuVECA GmbH & Co KG, Praterstraße 1/3rd floor, 1020 Vienna, Austria, registered with the commercial court Vienna under registration number FN 572350t;
15. First Momentum Ventures Fund II GmbH & Co. KG, Roonstr. 23 a, 76137 Karlsruhe, registered with the commercial registry of the local court of Mannheim under HRA 710275;
16. Martin Price, resident 708 Long Bridge Street apt 1606, San Francisco, CA 94158;
17. make visions capital gmbH, Salzburger Straße 24a, A-5550 Radstadt, Austria; registered as FN 552304m;
18. Scout Fund VII, LP, 2800 Sand Hill Rd, Suite 101, Menlo Park CA 94025;
19. Tomorrow Ventures GmbH, Austrian Limited Liability Company, Marxergasse 24/2/EG, 1030 Vienna, Austria; and
20. ContextSDK, Inc., with its address 169 Madison Ave, #2895 New York, NY 10016, United States.