
RIGHT OF FIRST REFUSAL AND CO-SALE 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 provide for certain rights of first refusal and co-sale rights among them.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Art. I. Certain Definitions

§ 1.1 Certain Definitions. In this Agreement,

- (a) "Additional Shareholder" mean Persons admitted as a holder of shares of Common Stock and/or other Shares of the Company after the date hereof.
- (b) "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.
- (c) "Board of Directors" means the Board of Directors of the Company.
- (d) "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.
- (e) "Change of Control" means, in relation to a Person, a transaction or series of transactions which results in a change in the person(s) having control or a majority interest in such Person; provided that no such change in majority ownership or control shall occur in the case of
 - i. a natural person, in the event of legal succession (inter vivos or upon death) by a legal heir;
 - ii. a private foundation, funds, partnerships or similar structures, upon the replacement of one or more of its board members (or similar functionaries) or a change in beneficiaries, as long as the new beneficiaries are legal heirs (or their legal heirs, etc.) of the previous beneficiaries of such a structure); or
 - iii. a corporation, in the event of a change of control at shareholder level
 - A. by way of inheritance; or

- B. by way of inter vivos transfers in the direct line, to siblings, to spouses or registered partners.
- (f) "Common Stock" means the common stock, par value \$0.0001 per share.
 - (g) "Company Notice" means written notice from the Company notifying the selling Shareholders and each other Shareholder that the Company intends to exercise its Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Transfer.
 - (h) "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.
 - (i) "Deemed Liquidation Event" has the meaning ascribed to it in the Company's Certificate of Incorporation and, if such definition is missing, a Change of Control.
 - (j) "Directors" means the Persons selected to serve as Directors pursuant to the terms of this Agreement.
 - (k) "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.
 - (l) "Investor Consent" means the consent of Shareholders collectively holding the majority of Shares of Series Seed Preferred Stock.
 - (m) "Investor Notice" means written notice from any Investor notifying the Company and the selling Shareholder that such Investor intends to exercise its Secondary Refusal Right as to a portion of the Transfer Stock with respect to any Proposed Shareholder Transfer.
 - (n) "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns to such Person as the context may require.
 - (o) "Preferred Stock" means, collectively, any shares of Preferred Stock of the Company.
 - (p) "Proposed Transfer" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Stock, or any interest therein, proposed by any Shareholder.
 - (q) "Proposed Transfer Notice" means written notice from a Shareholder setting forth the terms and conditions of a Proposed Shareholder Transfer.
 - (r) "Right of Co-Sale" means the right, but not an obligation, of a Shareholder to participate in a Proposed Transfer on the terms and conditions specified in the Proposed Transfer Notice.

- (s) "Right of First Refusal" means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice.
- (t) "Sanctions" means applicable laws and regulations pertaining to trade and economic sanctions administered by the United States, European Union, or United Kingdom.
- (u) "Secondary Notice" means written notice from the Company notifying the Investors and the selling Shareholder that the Company does not intend to exercise its Right of First Refusal as to all shares of any Transfer Stock with respect to a Proposed Shareholder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.
- (v) "Secondary Refusal Right" means the right, but not an obligation, of each Investor to purchase up to its pro rata portion (based upon the total number of shares of Capital Stock then held by all Investors) of any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.
- (w) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- (x) "Series Seed Preferred Stock" means shares of the Company's Series Seed Preferred Stock, par value \$0.0001 per share.
- (y) "Shares" means any Capital Stock and Convertible Securities, of the Company.
- (z) "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.
- (aa) "Transfer Stock" means shares of Capital Stock owned by a Shareholder, or issued to a Shareholder after the date hereof, including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like, but does not include any shares of Preferred Stock or of Common Stock that are issued or issuable upon conversion of Preferred Stock.

Art. II. Agreement Among the Company and the Shareholders

§ 2.1 Right of First Refusal.

- (a) *Grant.* Subject to the terms of Art. III below, each Shareholder hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all, but no less than all of the Transfer Stock that such Shareholder may propose to include in a Proposed Shareholder Transfer, at the same price and on the same terms and conditions as those offered to the prospective transferee (the "Prospective Transferee").
- (b) *Notice.* Each Shareholder proposing to make a Proposed Transfer must deliver a Proposed Transfer Notice to the Company and each other Shareholder not later

than 45 days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain

- i. the material terms and conditions, including price and form of consideration, of the Proposed Shareholder Transfer;
- ii. the identity of the Prospective Transferee; and
- iii. the intended date of the Proposed Shareholder Transfer.

To exercise its Right of First Refusal under this Art. II, the Company must deliver a Company Notice to the selling Shareholder and the other Shareholders within 15 days after delivery of the Proposed Transfer Notice (the "Exercise Period") stating that the Company intends to exercise its Right of First Refusal with respect to the entire Transfer Stock (the "Exercise Notice").

- (c) *Grant of Secondary Refusal Right to the Investors.* Subject to the terms of Art. III, each Shareholder hereby unconditionally and irrevocably grants to Investors a Secondary Refusal Right to purchase all, or any portion of the Transfer Stock not purchased by the Company pursuant to the Right of First Refusal, as provided in this § 2.1(c). If the Company does not provide the Company Notice exercising its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Shareholder Transfer, the company must deliver a Secondary Notice to the selling Shareholder and to each Investor to that effect no later than 15 days after the selling Shareholder delivers the proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, an Investor must deliver an Investor Notice to the selling Shareholder and the Company within ten days after the Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence.
- (d) *Forfeiture of Rights.* If the Company fails to deliver an Exercise Notice in accordance with § 2.1(b) by the end of the Exercise Period, then the Company shall be deemed to have forfeited any right to purchase such Transfer Stock, and the selling Shareholder shall be free to sell all, but not less than all, of the Transfer Stock to the Prospective Transferee on terms and conditions substantially similar to, and in no event more favorable than, the terms and conditions set forth in the Proposed Transfer Notice, it being understood and agreed that
 - i. any such sale or transfer shall be subject to the other terms and restrictions of this Agreement, including, without limitation, the terms and restrictions set forth in § 2.2;
 - ii. any future Proposed Shareholder Transfer shall remain subject to the terms and conditions of this Agreement, including this Art. II; and
 - iii. such sale shall be consummated within 45 days after receipt of the Proposed Transfer Notice by the Company and, if such sale is not consummated within such 45 day period, such sale shall again become subject to the Right of First Refusal on the terms set forth herein.
- (e) *Consideration; Closing.* If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board of Directors and as set forth in the Company Notice. If the Company for any reason cannot or

does not wish to pay for the Transfer Stock in the same form of non-cash consideration, the Company may pay the cash value equivalent thereof, as determined in good faith by the Board of Directors and as set forth in the Company Notice. The closing of the purchase of Transfer Stock by the Company shall take place, and all payments from the Company shall have been delivered to the selling Shareholder, by the later of

- i. the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer; and
- ii. 45 days after delivery of the Proposed Transfer Notice.

§ 2.2 Right of Co-Sale.

- (a) *Exercise of Right.* If any Transfer Stock subject to a Proposed Transfer is not purchased pursuant to § 2.1 and thereafter is to be sold to a Prospective Transferee, each other Shareholder may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Transfer as set forth in § 2.2(b) below and, subject to § 2.2(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Shareholder who desires to exercise its Right of Co-Sale (each, a "Participating Shareholder") must give the selling Shareholder written notice to that effect within 15 days from the end of the Exercise Period, and upon giving such notice such Participating Shareholder shall be deemed to have effectively exercised the Right of Co-Sale.
- (b) *Shares Includable.* Each Participating Shareholder may include in the Proposed Transfer all or any part of such Participating Shareholder's Capital Stock equal to the product obtained by multiplying
 - i. the aggregate number of shares of Transfer Stock subject to the Proposed Transfer, excluding shares purchased by the Company pursuant to the Right of First Refusal, by
 - ii. a fraction,
 - A. the numerator of which is the number of shares of Capital Stock owned by such Participating Shareholder immediately before consummation of the Proposed Transfer; and
 - B. the denominator of which is the total number of shares of Capital Stock owned, on an as-converted basis, if applicable, in the aggregate, by all Participating Shareholders immediately prior to the consummation of the Proposed Transfer, plus the number of shares of Transfer Stock held by the selling Shareholder.

In case the Prospective Transferee is not willing to take over all shares of Capital Stock offered by the selling Shareholder and each Participating Shareholder (together, the "Committed Shareholders"), the number of shares to be transferred by the Committed Shareholders shall be omitted to such extent that the proportional parity between the Committed Shareholders, in respect of the shares to be sold to the Prospective Transferee, is maintained.

- (c) *Purchase and Sale Agreement.* The Participating Shareholders and the selling Shareholder agree that the terms and conditions of any Proposed Transfer in accordance with this § 2.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "Purchase and Sale Agreement") with customary terms and provisions for such a transaction, and the Participating Shareholders and the selling Shareholder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this § 2.2.
- (d) *Allocation of Consideration.*
- i. Subject to § 2.2(d)ii, the aggregate consideration payable to the Participating Shareholders and the selling Shareholder shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by each Participating Shareholder and the selling Shareholder as provided in § 2.2(b), provided that if a Participating Shareholder wishes to sell Preferred Stock, the price set forth in the Proposed Transfer Notice shall be appropriately adjusted based on the conversion ratio of the Preferred Stock into Common Stock.
 - ii. In the event that the Proposed Transfer constitutes a Change of Control, the terms of the Purchase and Sale Agreement shall provide that the aggregate consideration from such transfer shall be allocated to the Participating Shareholders and the selling Shareholder in accordance with § 6.2 of the Company's Certificate of Incorporation.
- (e) *Purchase by Selling Shareholder; Deliveries.* Notwithstanding § 2.2(c), if any Prospective Transferee(s) refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Shareholder or upon the failure to negotiate in good faith a Purchase and Sale Agreement reasonably satisfactory to the Participating Shareholders, no Shareholder may sell any Transfer Stock to such Prospective Transferee(s) unless and until, simultaneously with such sale, such Shareholder purchases all securities subject to the Right of Co-Sale from such Participating Shareholder on the same terms and conditions, including the proposed purchase price, as set forth in the Proposed Transfer Notice and as provided in § 2.2(d)i; provided, however, if such sale constitutes a Change of Control, the portion of the aggregate consideration paid by the selling Shareholder to such Participating Shareholder shall be made in accordance with § 2.2(d). In connection with such purchase by the selling Shareholder, such Participating Shareholder shall deliver to the selling Shareholder any stock certificate or certificates, properly endorsed for transfer, representing the Capital Stock being purchased by the selling Shareholder, or request that the Company effect such transfer in the name of the selling Shareholder.
- (f) *Additional Compliance.* If any Proposed Transfer is not consummated within 45 days after receipt of the Proposed by the Company, the Shareholders proposing the Proposed Transfer may not sell any Transfer Stock unless they first comply in full with each provision of this Art. II. The exercise or election not to exercise any right by any Shareholder hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Art. II.

§ 2.3 Special Purchase Right.

- (a) In the event that there is a Change of Control regarding an Existing Shareholder that is a legal entity (a "Purchase Event"), the other Shareholders (the "Purchase Beneficiaries") shall have the right to acquire the share of the Shareholder with respect to whom a Purchase Event has occurred (the "Purchase Right Share") in accordance with the following provisions (the "Purchase Right").
- (b) The Shareholder obliged to transfer shall immediately notify the other Shareholders of the Purchase Event by e-mail and offer them, pro rata to their shareholdings in the Company, the Purchase Right Share for purchase (the "Purchase Offer") in exchange for payment of a purchase price corresponding to the nominal value of the Purchase Right Share; a simple copy of the Purchase Offer shall be sent to the Company by e-mail. The Purchase Offer must be sent to all those entitled to purchase on the same day.
- (c) Within four weeks of receipt of the Purchase Offer (the "Purchase Deadline"), the beneficiaries must submit a declaration to the obligor in writing as to whether they will exercise their Purchase Right (the "Purchase Declaration"). The Purchase Declaration cannot be withdrawn. Failure to submit the Purchase Declaration by the Purchase Deadline shall be deemed non-exercise of the Purchase Right by the respective beneficiary.
- (d) The transfer of the Purchase Right Share in the required form must take place within four weeks of receipt of the last required Purchase Declaration by the obligor and/or expiry of the Purchase Deadline, concurrently against payment of the purchase price. The costs incurred in connection with the transfer of the Purchase Right Share shall be borne by the exercising beneficiaries in proportion to the shares acquired by them.
- (e) In the event of purchase, the obligor shall only be liable for ensuring that the Purchase Right Share is in its sole, unrestricted and unencumbered ownership.

§ 2.4 Effect of Failure to Comply.

- (a) *Transfer Void; Equitable Relief.* Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity, including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement.
- (b) *Violation of First Refusal Right.* If any Shareholder becomes obligated to sell any Transfer Stock to the Company under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, the Company may, at its option, in addition to all other remedies it may have, send to such Shareholder the purchase price for such Transfer Stock as is herein specified and transfer to the

name of the Company on the Company's books any certificates, instruments, or book entry representing the Transfer Stock to be sold.

- (c) *Violation of Co-Sale Right.* If any Shareholder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "Prohibited Transfer"), each Participating Shareholder who desires to exercise its Right of Co-Sale under § 2.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Shareholder to purchase from such Participating Shareholder the type and number of shares of Capital Stock that such Participating Shareholder would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of § 2.2. The sale will be made on the same terms, including, without limitation, as provided in § 2.2(d)i and § 2.2(d)ii, as applicable, and subject to the same conditions as would have applied had the Shareholder not made the Prohibited Transfer, except that the sale, including, without limitation, the delivery of the purchase price, must be made within 90 days after the Participating Shareholder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in § 2.2. Such Shareholder shall also reimburse each Participating Shareholder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Participating Shareholder's rights under § 2.2.

Art. III. Exempt Transfers

§ 3.1 Exempt Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of § 2.1 and § 2.22 shall not apply

- (a) in the case of a Shareholder that is an entity, upon a transfer by such Shareholder to its stockholders, members, partners or other equity holders;
- (b) to a repurchase of Transfer Stock from a Shareholder by the Company at a price no greater than that originally paid by such Shareholder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board of Directors;
- (c) to a pledge of Transfer Stock that creates a mere security interest in the pledged Transfer Stock, provided that the pledgee thereof agrees in writing in advance to be bound by and comply with all applicable provisions of this Agreement to the same extent as if it were the Shareholder making such pledge;
- (d) in the case of a Shareholder that is a natural person, upon a transfer of Transfer Stock by such Shareholder made for bona fide estate planning purposes, either during such person's lifetime or on death by will or intestacy to such person's spouse, including any life partner or similar statutorily-recognized domestic partner, child, natural or adopted, or any other direct lineal descendant of such Shareholder, or such person's spouse, including any life partner or similar statutorily-recognized domestic partner (all of the foregoing collectively referred to as "family members"), or any other person approved by a majority of the Board of Directors, or any custodian or trustee of any trust, partnership, limited liability company or other

corporate entity for the benefit of, or the ownership interests of which are owned wholly by such Shareholder or any such family members; or

- (e) to the sale by the Shareholder of up to 10% of the Transfer Stock held by such Shareholder as of the date that such Shareholder first became party to this Agreement, including any agreement of which this Agreement is a direct or indirect amendment or restatement;

provided that in the case of § 3.1(a), § 3.1(c), § 3.1(d) or § 3.1(e), the Shareholder shall deliver prior written notice to the other Shareholders of such pledge, gift or transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such Transfer, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Shareholder, but only with respect to the securities so transferred to the transferee, including the obligations of a Shareholder with respect to Proposed Transfers of such Transfer Stock pursuant to Art. II.

§ 3.2 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Art. II shall not apply to the sale of any Transfer Stock

- (a) to the public in an offering pursuant to an effective registration statement under the Securities Act, as amended (a "Public Offering"); or
- (b) pursuant to a Deemed Liquidation Event.

Art. IV. Legend

Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Shareholders or issued to any permitted transferee in connection with a transfer permitted by § 3.1 hereof shall be notated with the following legend:

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Shareholder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Art. IV to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination of this Agreement at the request of the holder.

Art. V. Notices

§ 5.1 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 and email to the Parties at the addresses, and

marked for the attention of the persons, set out in § 5.2 below (such notices, communications, declarations issued in accordance with the foregoing collectively “Notices”, and the giving of such Notices, to “Notify”).

§ 5.2 Addresses. Deliveries to the Parties shall, subject to any changes Notified to the other Parties, be made to the addresses set forth in **Schedule A**; 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.

§ 5.3 Change of Address. Any change of address shall only become effective once Notified by the respective Party to all other Parties.

Art. VI. Miscellaneous

§ 6.1 Term. This Agreement shall automatically terminate upon the earlier of

- (a) immediately prior to the consummation of the Company's initial Public Offering (“IPO”), and
- (b) the consummation of a Deemed Liquidation Event.

§ 6.2 Stock Split. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this Agreement.

§ 6.3 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 § 6.3(a) and § 6.3(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 § 6.2.
- (d) Notwithstanding § 6.3(a) and § 6.3(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 § 6.2;
- 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.

§ 6.4 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.

§ 6.5 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.

§ 6.6 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.

§ 6.7 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 § 6.7. This shall also apply to any waiver of the need to comply with the provisions of this § 6.7. The foregoing is without prejudice to any stricter mandatory form requirements under applicable law.

§ 6.8 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.

§ 6.9 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.

§ 6.10 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 § 6.10 shall not be construed as merely shifting the burden of proof (keine reine Beweislastregel), but shall apply absolutely.

§ 6.11 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 A** 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 § 6.11 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.
- § 6.12 **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.
- § 6.13 **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.
- § 6.14 **Headings.** The headings in this Agreement are merely for convenience. They shall be disregarded for the purposes of interpreting this Agreement.
- § 6.15 **Schedules.** The Schedules to this Agreement shall form an integral part of this Agreement.
- § 6.16 **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. VII. Governing Law, Jurisdiction

- § 7.1 **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
- § 7.2 **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.

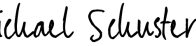
Signed by:

 F859BBD5B75E42B...

REINHARD HAFENSCHER

Signed by:

 66DC4A1D28F5413...
 HERACLESCAPITAL FUND I

DocuSigned by:

 D4D5B432FEC0479...

FOXYFLO GMBH

Signiert von:

 12AA8B62EDA94E7...

MICHAEL SCHÜSTER

DocuSigned by:


 7689C9FE0E6549C...
 ROUNDTABLE - CONTEXTSDK,
 SPECIAL LIMITED PARTNERSHIP
 BY: ROUNDTABLE LUX OPS SARL, ITS MANAGER

DocuSigned by:


 7689C9FE0E6549C...
 ROUNDTABLE - CONTEXTSDK - SPV 2,
 SPECIAL LIMITED PARTNERSHIP
 BY: ROUNDTABLE LUX OPS SARL, ITS MANAGER


Signed by:

 156E5F3E3693443
 JOE SMASH VENTURES GMBH

Signed by:

 A39FA8589CF241A...



PST BETEILIGUNGS GMBH


Signed by:

 1AC04887891499...
 FUND I, A SERIES OF EXPLORER34 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:

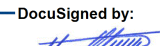
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 SPEEDINVEST IV EUVECA GMBH & CO KG

Signiert von:

 64591B2C40994D8...
 FIRST MOMENTUM VENTURES FUND II GMBH & CO.
 KG

Signed by:

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 MAKE VISIONS CAPITAL GMBH

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 7CB46F357BD84E5...
 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.