
FOUNDERS' VESTING 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 and Rappold, 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 shareholders of the Company, a Delaware corporation.
- C. Further particulars of the Parties are listed in **Schedule C**.
- D. The Existing Shareholders hold Shares, as follows (in each case, the “Shareholder Shares”):

Shareholder	Common Shares
Felix Krause	7,350,000.00
knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H.	2,450,000.00
Reinhard Hafenscher	200,000.00

- E. The Investors require as a condition to their investment into the Company that the Existing Shareholders accept certain restrictions with respect to their Shares as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Art. I. Certain Definitions

§ 1.1 Certain Definitions. In this Agreement,

- (a) “Change of Control” shall mean
- i. a merger or consolidation or the sale, or exchange by the stockholders of the Company of all or substantially all of the capital stock of the Company, where the stockholders of the Company immediately before such transaction do not obtain or retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock or other voting equity of the surviving or acquiring corporation or other surviving or acquiring entity, in substantially the same proportion as before such transaction; or
 - ii. the sale or exchange of all or substantially all of the Company’s assets, other than a sale or transfer to a subsidiary of the Company as defined in section 424(f) of the Internal Revenue Code of 1986, as amended (the “Code”), where the stockholders of the Company immediately before such sale or exchange do not obtain or retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock or other voting equity of the corporation or other entity acquiring the Company’s assets, in substantially the same proportion as before such transaction.
- (b) “Cause” shall mean
- i. the Existing Shareholder’s or the Rappold’s violation of any applicable law or regulation with respect to the Company’s business; or

- ii. the Existing Shareholder's or Rappold's commission of a felony or commission of a crime involving moral turpitude; or
 - iii. conduct by the Existing Shareholder or Rappold involving willful misconduct, fraud, gross negligence, or embezzlement with respect to the Company; or
 - iv. a good faith finding by the Board of Directors of the Company of repeated and willful failure of the Existing Shareholder or Rappold after written notice to perform his assigned duties for the Company, gross negligence or misconduct, where such gross negligence or misconduct is materially adverse to the Company.
- (c) "Involuntary Termination" shall mean the Existing Shareholder's or Rappold's termination of Service with the Company within 30 days following the occurrence of any of the following without the Existing Shareholder's consent:
 - i. a material reduction or change in job duties, reporting relationships, responsibilities and requirements inconsistent with the Existing Shareholder's or Rappold's position with the Company and prior duties, reporting relationships, responsibilities and requirements prior to the Change in Control, provided that neither a mere change in title alone nor reassignment following a Change of Control to a position that is substantially similar to the position held prior to the Change of Control in terms of job duties, responsibilities or requirements shall constitute a material reduction in job responsibilities;
 - ii. a reduction in the Existing Shareholder's or Rappold's then-current base salary by at least 20%, provided that an across-the-board reduction in the salary level of all other senior executives by the same percentage amount as part of a general salary level reduction shall not constitute such a salary reduction; or
 - iii. the Existing Shareholder's or Rappold's refusal to relocate the principal place for performance of Company duties to a location more than 30 miles from the Company's then current location at the time of the Change in Control.
- (d) "Board" means the Board of Directors of the Company.
- (e) "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.
- (f) "Common Stock" means the common stock, par value \$0.0001 per share.
- (g) "Shares" means any Capital Stock and Convertible Securities, of the Company.
- (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) "Directors" means the Persons selected to serve as Directors pursuant to the terms of this Agreement.

- (j) “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.
- (k) “Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns to such Person as the context may require.
- (l) “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.

Art. II. Share Purchase Option

§ 2.1 Grant of Purchase Option. Upon the termination of an Existing Shareholder’s service or, in the case of knallgrau, the service by Dieter Rappold, born June 10, 1978, Gentzgasse 6/1/5, 1180 Wien (“Rappold”), to the Company as an employee or consultant, for any reason, or no reason, with or without Cause, including Involuntary Termination, death or temporary or permanent disability, the Company or other Shareholders (each an “Optionee”) shall have a pro rata right, but not an obligation (the “Share Purchase Option”) to purchase from such Existing Shareholder a part of such Existing Shareholder’s shares of Stock under the terms set forth below.

§ 2.2 Vesting of Unvested Shares.

- (a) Initially, 100% of the Existing Shareholder Shares shall be considered “Unvested Shares”.
- (b) 1/4 of the initial number of Unvested Shares shall vest (“Vesting” and any Shares so Vested, the “Vested Shares”) on July 25, 2025 (the “Cliff Date”), subject to the Existing Shareholder’s or Rappold’s, respectively, continuous service to the Company as an employee or consultant providing services on at least three days per week (the “Service Requirement”).
- (c) Subject to the Service Requirement, following the Cliff date, 1/48 of the initial number of Unvested Shares shall Vest on the 25 day of each subsequent month starting in August 2025.
- (d) For the avoidance of doubt, 100% of the Existing Shareholder’s Shares shall have Vested by July 25, 2028.
- (e) Notwithstanding the foregoing, in the case of Hafenscher, 1/36 of Hafenscher’s initial number of Unvested Shares shall Vest on the first day of each month starting on September 1, 2023.

§ 2.3 Scope of Purchase Option. The Optionees, collectively, shall be entitled to purchase from the respective Existing Shareholder, all of such Existing Shareholder’s Shares, except, in the case of

- (a) the Existing Shareholder’s or Rappold’s, respectively,

- i. voluntary resignation, without cause; or
- ii. Involuntary Termination, with Cause

(a “Bad Leaver-Event”) the lower of the number of (i) such Existing Shareholder’s Vested Shares and (ii) Shares representing 7% (the “BL Minimum”) of the Company’s issued and outstanding stock; and

- (b) the Existing Shareholder’s or Rappold’s, respectively, termination in all other cases (each a “Good Leaver-Event”), the lower of the number of (i) such Existing Shareholder’s Vested Shares and (ii) Shares representing 15% (the “GL Minimum”) of the Company’s issued and outstanding stock

(the number by which the Existing Shareholder’s Vested Shares may exceed the BL Minimum or the GL Minimum, as the case may be, the “Purchased Vested Shares”).

§ 2.4 Exercise of Share Purchase Option.

- (a) The Optionees may exercise the Share Purchase Option by written notice to the respective Existing Shareholder or its legal representative within 60 days after such termination.
- (b) Notwithstanding anything to the contrary herein, solely the Company shall be entitled to purchase any Existing Shareholder’s Unvested Shares hereunder, whereas the other Shareholder’s purchase right shall be limited, in accordance with § 2.3 and § 2.5, to Vested Shares only.

§ 2.5 Payment for Stock.

- (a) Payment by the Optionees to the respective Existing Shareholder or its legal representative shall be made in cash or by check within 60 days after the date of the mailing of the written notice of exercise of the Share Purchase Option.
- (b) The purchase price per share for the shares being purchased by an Optionee shall be equal to, in the case of
 - i. Unvested Shares, the original purchase price for such shares corresponding to the higher of (i) the nominal value of such Shares and (ii) the nominal value of the shares held by Krause and Knallgrau, respectively, in ContextSDK GmbH, an Austria limited liability company, with its business address Gentzgasse 6/5, 1180 Vienna, Austria (“AT OpCo”), prior to the contribution of all shares in AT OpCo to the Company; and
 - ii. Purchased Vested Shares, a price reflecting the Company’s most recent post-money valuation, less a discount of
 - A. upon a Bad Leaver-Event, 60%; and
 - B. upon a Good Leaver-Event, 25%,
 in each case as appropriately adjusted for any stock split, reverse stock split, recapitalization or the like.

§ 2.6 Return of Stock.

- (a) If not otherwise held in escrow by the Company pursuant to § 2.8, within 30 days after payment by any purchase Optionee, the Existing Shareholder shall deliver to any purchasing Optionee the shares of Stock that such Optionee purchased. If the Company holds any purchase shares in escrow, such shares will be promptly delivered to the respective Shareholder by the Company.
- (b) Upon delivery of notice and payment of the purchase price in any of the ways described above, the purchasing Optionee shall become the legal and beneficial owner of the Shares being purchased and all rights and interest therein or related thereto, and the purchasing Optionee shall have the right to transfer to its own name the number of Shares being purchased by the it, without further action by the respective Existing Shareholder.

§ 2.7 Transfers Not Subject to the Share Purchase Option.

- (a) The Share Purchase Option shall not apply to a transfer to the Existing Shareholder's ancestors, descendants or spouse or to a trustee for their benefit or the benefit of the Existing Shareholder, provided that such transferee agrees in writing, in a form satisfactory to the Company, to take the Stock subject to all the terms and conditions of this Art. II. All transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement.
- (b) In the event of any purchase by an Optionee hereunder where the Shares or interest are held by a transferee, the transferee shall be obligated, if requested by the Optionee, to transfer the Shares or interest to the Existing Shareholder for consideration equal to the amount to be paid by the Optionee hereunder. In the event the Purchase Option is exercised by an Optionee pursuant to Art. II, the Optionee may deem any transferee to have transferred the Shares or interest to Existing Shareholder prior to their purchase by the Optionee, and payment of the purchase price by the Optionee to such transferee shall be deemed to satisfy Existing Shareholder's obligation to pay such transferee for such Shares or interest and also to satisfy the Optionee's obligation to pay Existing Shareholder for such Shares or interest. Any sale or transfer of the Shares shall be void unless the provisions of this Agreement are satisfied.

§ 2.8 Escrow.

- (a) As security for the Existing Shareholders' faithful performance of the terms of this Agreement and to insure the availability for delivery of the Shares upon exercise of the Share Purchase Option herein provided for, each Existing Shareholder shall deliver, promptly upon the signing hereof, to and deposit with Dr. Christof Strasser, counsel to the Company (the "Escrow Agent"), as Escrow Agent in this transaction, two stock assignments duly endorsed, with date and number of shares blank, in the form attached hereto as **Schedule § 2.8(a)**, together with the certificate or certificates evidencing the Shares.
- (b) Such documents are to be held by the Escrow Agent pursuant to the joint escrow instructions of the Company and the Existing Shareholder set forth in **Schedule § 2.8(b)** and incorporated by this reference, which instructions shall also be delivered to the Escrow Agent at the closing hereunder.

§ 2.9 Example. An example of the agreements set forth in this Art. II are set forth **Schedule § 2.9**.

Art. III. Legends

§ 3.1 Legends. All certificates representing any shares of Stock subject to the provisions of this Agreement shall have endorsed thereon the following legends:

- (a) "THE TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED PURSUANT TO AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER OF THESE SHARES, OR HIS OR HER PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS COMPANY."
- (b) "THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SECURITIES, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THESE SECURITIES REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT."
- (c) Any legend required to be placed thereon under applicable state securities laws.

Art. IV. Notices

§ 4.1 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 § 4.2 below (such notices, communications, declarations issued in accordance with the foregoing collectively "Notices", and the giving of such Notices, to "Notify").

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

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

Art. V. Miscellaneous

§ 5.1 Confidentiality Undertaking.

- (a) The Parties undertake not to disclose the contents of this Agreement.
- (b) The confidentiality undertakings in § 5.1(a) 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 § 5.1.

§ 5.2 Right to Specific Performance. The Existing Shareholder agrees that the Company shall be entitled to a decree of specific performance of the terms hereof or an injunction restraining violation of this Agreement, said right to be in addition to any other remedies available to the Company.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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 § 5.5. This shall also apply to any waiver of the need to comply with the provisions of this § 5.5. The foregoing is without prejudice to any stricter mandatory form requirements under applicable law.

§ 5.6 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.

§ 5.7 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.

§ 5.8 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 § 5.8 shall not be construed as merely shifting the burden of proof (keine reine Beweislastregel), but shall apply absolutely.

§ 5.9 Waivers. Except as specifically provided herein, the Parties agree that no failure or delay on the part of any Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof. No extension of time for the performance of any obligations or act hereunder shall be deemed an extension of time for the performance of any other obligation or act.

§ 5.10 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.

§ 5.11 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.

§ 5.12 Headings. The headings in this Agreement are merely for convenience. They shall be disregarded for the purposes of interpreting this Agreement.

§ 5.13 Schedules. The Schedules to this Agreement shall form an integral part of this Agreement.

- § 5.14 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. VI. Governing Law, Jurisdiction

- § 6.1 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.

- § 6.2 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:
Felix Krause

FELIX KRAUSE
CA8A3DBDFC2D4BD...

Signiert von:
Dieter Rappold, on behalf of Knallgrau Beteiligungs- und Beratungs-Gesellschaft m.b.H.

KNALLGRAU BETEILIGUNGS- UND BERATUNGS
GESELLSCHAFT M.B.H.
16BBC2E93A84405...

Signed by:
Reinhard Hafenscher

REINHARD HAFENSCHER
F859BBD5B75F42B...

Signed by:
Eric Seufert, on behalf of HeraclesCapital Fundholder Temme

HERACLESCAPITAL FUND I
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DocuSigned by:
Florian Gschwandtner

FOXYFLO GMBH
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Signiert von:
Michael Schuster

MICHAEL SCHUSTER
12AA8B62EDA94E7...

DocuSigned by:
Evan Testa

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

DocuSigned by:
Evan Testa

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

Signed by:
Johannes Moser, on behalf of Joe Smash Ventures GmbH

JOE SMASH VENTURES GMBH
156E3F3E3693443...

Signed by:
PST

PST BETEILIGUNGS GMBH
A39FA8589CF241A...

Signed by:
Joshua Cowdin

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
1AC732B6F8914F9...

Signed by:
Moataz Soliman Ibrahim

MOATAZ SOLIMAN IBRAHIM
F59A88F8E20F479...

Signiert von:
TEHOCH4QUADRAT GMBH

TEHOCH4QUADRAT GMBH
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DocuSigned by:
Oliver Holle

SPEEDINVEST IV EUVECA GMBH & CO KG
6F84FEC3A2A34FB... 300CB8B3544C48A...

Signiert von:
First Momentum Ventures Fund II GmbH & Co. KG

FIRST MOMENTUM VENTURES FUND II GMBH & CO.
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Signed by:
Martin Price

MARTIN PRICE
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MAKE VISIONS CAPITAL GMBH

MAKE VISIONS CAPITAL GMBH
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Signed by:
Anna Swank

SCOUT FUND VII, LP
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DocuSigned by:
TOMORROW VENTURES GMBH

TOMORROW VENTURES GMBH
7C846F357BD84E5...

Signiert von:
Dieter Rappold, on behalf of ContextSDK, Inc.

CONTEXTSDK, INC.
16BBC2E93A84405...

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, an 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.

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, [EXISTING SHAREHOLDER'S NAME], hereby sells, assigns and transfers unto _____ shares of the Common Stock of ContextSDK, Inc., a Delaware corporation (the "Company"), standing in the undersigned's name on the books of said Company, and does hereby irrevocably constitute and appoint Dr. Christof Strasser as attorney to transfer the said stock on the books of the said Company with full power of substitution in the premises.

Dated: _____

Name of Purchaser:

JOINT ESCROW INSTRUCTIONS

July 1, 2024

Dr. Christof Strasser
Am Platz 5/4, 1130 Vienna
Austria

Mr. Strasser:

As Escrow Agent for all parties to that certain Shareholder's Vesting Agreement (the "Agreement") regarding ContextSDK, Inc., a Delaware corporation (the "Company"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement, to which a copy of these Joint Escrow Instructions is attached as Exhibit B, in accordance with the following instructions:

1. In the event an Optionee (as defined in the Agreement) and/or any assignee shall elect to exercise the Share Purchase Option set forth in the Agreement, the Company shall give to the respective Existing Shareholder and you a written notice specifying the number of shares of the Company's Common Stock (the "Stock") to be purchased, the purchase price, and the time for a closing hereunder at the principal office of the Company. The Parties hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of such notice.
2. At the closing of a transaction pursuant to para. 1, you are directed
 - 2.1. to date the stock assignments necessary for the transfer in question;
 - 2.2. to fill in the number of shares of Stock being transferred and the Purchaser; and
 - 2.3. to deliver same, together with the certificates evidencing the shares of Stock to be transferred, to the Company against the simultaneous delivery to you of the purchase price, by check, for the number of shares of Stock being purchased pursuant to the exercise of the Share Purchase Option.
3. Each Existing Shareholder irrevocably authorizes the Company to deposit with you any certificates evidencing shares of Stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement. Each Existing Shareholder does hereby irrevocably constitute and appoint you as such Existing Shareholder's attorney-in-fact and agent for the term of this escrow to execute with respect to such securities all stock certificates, stock assignments, or other documents necessary or appropriate to make such securities negotiable and complete any transaction herein contemplated. Subject to the provisions of this para. 3, such Existing Shareholder shall exercise all rights and privileges of a stockholder of the Company while the Stock is held by you.
4. This escrow shall terminate at such time as there are no longer any shares of stock subject to the Share Purchase Option.
5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to an Existing Shareholder, you shall deliver all of it to the Existing Shareholder and shall be discharged of all further obligations hereunder.
6. Your duties hereunder may be altered, amended, modified or revoked only by writing signed by all of the parties hereto.
7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for any Existing Shareholder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence to such good faith.
8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or Company, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or Company by reason of such compliance, notwithstanding any such order, judgment

- or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.
9. You shall not be liable in any respect on account of the identity, authorities or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.
 10. You shall not be liable for the outlawing of any rights under the statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with you.
 11. You shall be entitled to employ such legal counsel and other experts as you may deem necessary or proper to advise you in connection with your obligations hereunder, may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor.
 12. Your responsibilities as Escrow Agent hereunder shall terminate if you shall cease to be counsel to the Company or if you shall resign by written notice to each party. In the event of any such termination, the Company shall appoint a successor Escrow Agent.
 13. If you reasonably require other or further instructions in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.
 14. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or rights of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to any one all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree, or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.
 15. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given
 - 15.1. upon personal delivery
 - 15.2. when sent by confirmed facsimile, if sent during normal business hours of recipient, or if not, then on the next business day; or
 - 15.3. one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the following address or at such other address as such party may designate by 10 days advance written notice to the other parties hereto.

 FELIX KRAUSE

 MICHAEL SCHUSTER

 KNALLGRAU BETEILIGUNGS- UND BERATUNGS
GESELLSCHAFT M.B.H.

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

 REINHARD HAFENSCHER

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

 HERACLESCAPITAL FUND I

 JOE SMASH VENTURES GMBH

 FOXYFLO GMBH

 PST BETEILIGUNGS GMBH

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

MOATAZ SOLIMAN IBRAHIM

TEHOCH4QUADRAT GMBH

SPEEDINVEST IV EUVECA GMBH & CO KG

FIRST MOMENTUM VENTURES FUND II GMBH & CO.
KG

MARTIN PRICE

MAKE VISIONS CAPITAL GMBH

SCOUT FUND VII, LP


TOMORROW VENTURES GMBH

CONTEXTSDK, INC.

CHRISTOF STRASSER

16. By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.
17. This instrument shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

Schedule § 2.9
Example of Purchase Option

 ContextSDK		www.42law.com							
		Good Leaver Event (after 30 months)			Purchase Price				
		Scope of Purchase Option							
Shareholder	Initially Unvested Shares	Vested Shares (After 30 Months)	Unvested Shares	Vested Shares	Unvested Shares	Vested Shares			
1 Felix Krause	7,350,000.00	4,593,750.00	2,756,250.00	2,556,125.00	\$45.94	\$2,588,076.56			
Sum (Authorized Shares)									