
INVESTORS' RIGHTS 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 Co-Founder

1. Dieter Rappold ("Rappold"); and
(Rappold, Krause and Hafenschel, collectively, the "Founders")

E. The Company

1. ContextSDK, Inc. (the "Company").
(the Company, together with the Shareholders and Rappold, collectively, the "Parties").

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DEFINITIONS

Additional Shareholder	5	Founders	2	Preferred Stock	6	Series Pre-Seed	
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Explorer ³⁴	1	PO Effective Date	16		6		
First Momentum	1	Preemptive Percentage		Seed Preferred			
Fiscal Year	11		8	Investors	2		

SCHEDULES

Schedule B Details of the Parties

Preamble

- 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 Company and the Investors are parties to that certain Common Stock & Series Seed Preferred Stock Purchase Agreement of even date herewith (the "Purchase Agreement").
- E. In order to induce the Company to enter into the Purchase Agreement and to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the Investors and the Company hereby agree that this Agreement shall govern the rights of the Investors to cause the Company to receive certain information from the Company, and to participate in future equity offerings by the Company, and shall govern certain other matters as set forth in this Agreement.

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" 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) "Common Stock" means the Company's common stock, par value \$0.0001 per share.
- (f) "Shares" means any Capital Stock and Convertible Securities, of the Company.
- (g) "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.

- (h) "Directors" means the Persons selected to serve as directors of the Board.
- (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) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- (k) "Excluded Issuance" means the issuance and/or grant, as the case may be, of
 - i. Stock Options to employees, consultants, advisors and Directors of the Company;
 - ii. shares of Common Stock or other securities issuable upon exercise of all Stock Options;
 - iii. shares of Common Stock and/or other capital stock in connection with any merger, acquisition, and/or similar transactions involving the Company or any subsidiary of the Company;
 - iv. the initial public offering of securities of the Company;
 - v. any convertible securities issued and outstanding on the date hereof and any shares of Common Stock or other securities issuable upon conversion, exercise and/or exchange of any convertible securities; and
 - vi. Offered Shares sold pursuant to the exercise of a Holders right of first refusal.
- (l) "Investor Consent" means the consent of Shareholders collectively holding the majority of Shares of Series Seed Preferred Stock.
- (m) "Preferred Stock" means, collectively, shares of the Company's Series Seed Preferred Stock.
- (n) "Seed Preferred Director" means the Director elected to the Board of Directors in accordance with the Voting Agreement, dated on or around the date hereof.
- (o) "Series Pre-Seed Preferred Stock" means shares of the Company's Series Seed Preferred Stock, par value \$0.0001 per share.
- (p) "Series Seed Preferred Stock" means shares of the Company's Series Seed Preferred Stock, par value \$0.0001 per share.
- (q) "Shareholders" means the Shareholders as of the Effective Date, and all other Persons admitted as Additional Shareholders pursuant to this Agreement, so long as they remain Shareholders.
- (r) "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns to such Person as the context may require.
- (s) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

- (t) "Stock Option Plan" means any equity incentive plan of the Company adopted for the purpose of enabling the Company to issue to certain employees, consultants, directors, Stock Options, as any such plan may be amended, restated or modified from time to time.
- (u) "Stock Options" means stock options of the Company granted
- i. pursuant to any Stock Option Plan and any award agreements thereunder, and
 - ii. outside of any Stock Option Plan.
- (v) "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.
- (w) "United States GAAP" means United States of America generally accepted accounting principles.

Art. II. Shares Subject to Agreement

§ 2.1 Authorized Shares. As of Closing (as defined in the Purchase Agreement), the Company has 16,000,000 authorized shares of stock, 12,000,000 of which are designated as Common Stock and 3,584,167 of which are designated as Preferred Stock. 10,000,000 shares of Common Stock, 717,500 shares of Series Pre-Seed Preferred Stock and 2,866,667 shares of Series Seed Preferred Stock are issued and outstanding.

§ 2.2 Shareholdings. The Shareholders have purchased and own the number of shares of Capital Stock, and approximate percentage of company ownership, as listed below:

Shareholder	Common Shares	Pre-Seed Preferred Shares	Seed Preferred Shares	Total Shares (Common & Pref.)	Record Shareholdings	Fully Diluted Shareholding
Felix Krause	7,350,000.00			7,350,000.00	54.11%	49.79%
knallgrau Beteiligungs- und Beratungs Gesellschaft m.b.H.	2,450,000.00			2,450,000.00	18.04%	16.60%
Reinhard Hafenscher	200,000.00			200,000.00	1.47%	1.35%
HeraclesCapital Fund I		150,000.00	74,074.00	224,074.00	1.65%	1.52%
Foxyflo GmbH		50,000.00		50,000.00	0.37%	0.34%
Michael Schuster		40,000.00		40,000.00	0.29%	0.27%
Roundtable – ContextSDK special Limited partnership		209,000.00		209,000.00	1.54%	1.42%
Joe Smash Ventures GmbH		100,000.00		100,000.00	0.74%	0.68%
PST Beteiligungs GmbH		50,000.00	11,111.00	61,111.00	0.45%	0.41%
Fund I, a series of Explorer34 Fund, LP		9,250.00		9,250.00	0.07%	0.06%
Moataz Soliman Ibrahim		9,250.00		9,250.00	0.07%	0.06%
TeHoch4Quadrat GmbH		100,000.00		100,000.00	0.74%	0.68%
Speedinvest IV EuVECA GmbH & Co KG			2,222,222.00	2,222,222.00	16.36%	15.05%
First Momentum Ventures			444,444.00	444,444.00	3.27%	3.01%
Martin Price			18,519.00	18,519.00	0.14%	0.13%
make visions capital gmbh			14,815.00	14,815.00	0.11%	0.10%
Sequoia Scout Fund			14,815.00	14,815.00	0.11%	0.10%
Tomorrow Ventures GmbH			14,815.00	14,815.00	0.11%	0.10%
Roundtable – ContextSDK, SPV 2 special Limited partnership			51,852.00	51,852.00	0.38%	0.35%
Sum	10,000,000.00	717,500.00	2,866,667.00	13,584,167.00	100.00%	92.02%
ESOP 2024 (Common Shares)	1,177,617.00			1,177,617.00		7.9775%
Sum	11,177,617.00	717,500.00	2,866,667.00	14,761,784.00		100.00%

§ 2.3 Mutual Acknowledgements; Scope of Agreement.

- (a) The shares listed above constitute all of the issued and outstanding capital stock of the Company. The Company acknowledges receipt from each Shareholder of the full consideration for the respective shares listed above as set forth below such

Shareholders name on the signature page hereto, and each Shareholder acknowledges receipt of certificates representing his or her shares. All of the shares listed above and any additional shares of the capital stock of the Company that may be acquired by the Shareholders in the future shall be subject to this Agreement.

- (b) Each of the Shareholders acknowledges and represents that he or she has obtained and accepted his or her shares in good faith, for investment and for his or her own account, and not with a view to distribution or resale.

§ 2.4 Pre-Emptive Rights.

- (a) *Subsequent Offerings.* Each Existing Shareholder and each Seed Preferred Investor will have the preemptive right to purchase, or allow an Affiliate designated by such Seed Preferred Investor, its Preemptive Percentage (as defined below) of any shares that the Company may, from time to time, propose to sell and issue after the date of this Agreement other than Excluded Issuances. Each Shareholder's "Preemptive Percentage" will be determined by dividing:
 - i. the number of shares of Common Stock, on an as-converted basis, held by such Shareholder immediately prior to the issuance of such shares by
 - ii. the total number of shares of Common Stock issued and outstanding, on an as-converted basis, immediately prior to the issuance of the shares.
- (b) *Exercise of Rights.* If the Company proposes to issue any shares, other than shares issued pursuant to an Excluded Issuance, it will give each Shareholder written notice of its intention, describing the shares, the price and the terms and conditions upon which the Company proposes to issue the shares. Each Shareholder will have 14 days from the date of the Shareholder's receipt of such notice to agree to purchase its Preemptive Percentage of the shares for the same price and upon the same terms and conditions specified in the Company's notice by delivering written notice to the Company and stating therein the number of shares to be purchased. The closing of such purchase by any electing Shareholder of its right to acquire any such shares pursuant to this § 2.4 shall occur on the final closing date of each such issuance of shares, other than Excluded Issuances.

Art. III. **Management and Control**

§ 3.1 Certain Matters Requiring Approval by the Board. The following measures, unless already included in a Board-approved budget, shall require the prior approval of at least a majority of the then-Directors of the Board, which approval must include the approval of the Seed Preferred Director and shall not be unreasonably withheld:

- (a) launch or termination of businesses, as well as substantial changes to the Company's business model as described in the business plan;
- (b) setup or closure of branch offices;
- (c) approval of the annual budget;
- (d) discharge of the managing directors of the Company's subsidiaries;

- (e) creation, increase or decrease of any (virtual) stock option plans or any other incentive scheme, as well as the issuance of (virtual) shares thereunder;
- (f) initiation, continuation or termination of legal proceedings with an amount in dispute of more than EUR 50,000;
- (g) appointment or removal of auditors;
- (h) grant of profit, cash flow or revenue participations to executives, directors, employees or contractors of the Company, including the grant of employee incentive shares;
- (i) granting of loans, excluding extensions of payments in the ordinary course of business;
- (j) incurring any indebtedness in excess of USD 100,000 aggregate amount of indebtedness, other than trade credit incurred in the ordinary course of business;
- (k) appointment and removal of executives with signing authority for the Company;
- (l) entering into or be a party to any transaction with any Shareholder, Director, officer or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person other than which terms are similar to terms for a comparable transaction if such comparable transaction was negotiated between two unaffiliated parties on an "arms-length basis";
- (m) any transaction outside the ordinary course of business;
- (n) commence or consent to any proceeding seeking
 - i. to adjudicate the Company as bankrupt or insolvent;
 - ii. an arrangement under law relating to bankruptcy, insolvency or reorganization or relief of debtors; or
 - iii. the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for the Company or for any substantial part of its property; and
- (o) any of the above measures at the level of any subsidiary of the Company.

§ 3.2 Authority of Directors. During the term of this Agreement, the directors will, when appropriate, perform the following acts:

- (a) cause the Company to maintain the books, records, and other documents required by Delaware law; and
- (b) use commercially reasonable efforts to cause the business of the Company in accordance with sound business practices.

§ 3.3 President. The President and Chief Executive Officer of the Company will be Rappold. The President will control the day-to-day operations of the business and affairs of the Company, and shall have all powers to take such actions necessary on behalf of the Company except those actions that require Board or Shareholder approval under the By-Laws or the Delaware General Corporation Law.

- § 3.4 Employment of Shareholders. Shareholders may be employed as officers of the Company, as long as they hold shares of stock of the Company, are active in its business, and, in a satisfactory manner, perform their duties and responsibilities as set forth in this Agreement, the Articles of Incorporation and the Bylaws of the Company. The title, duties, and the other terms of employment, including the annual salary, will be memorialized in a separate employment agreement approved by the Board.

Art. IV. Accounting and Reports

- § 4.1 Financial Reports. The Company will prepare and distribute to the Shareholders as soon as practicable after
- (a) each Fiscal Year end, but in no event later than 120 days thereafter
 - i. unaudited financial statements prepared in accordance with United States GAAP for such Fiscal Year; and
 - ii. such other information the Board so determines;
 - (b) each quarter ending March 31, June 30 and September 30 of the Fiscal Year, but in no event later than 45 days thereafter
 - i. unaudited financial information for each such quarter;
 - ii. a capitalization table of the Company as of the last day of each such quarter; and
 - iii. such qualitative information as reasonably agreed between the Company and the Seed Preferred Investors in good faith;
 - (c) each calendar month, such KPIs as reasonably agreed between the Company and the Seed Preferred Investors in good faith;
 - (d) such ESG information and impact figures which Speedinvest reasonably requires, on an annual basis, to monitor and report the sustainability advancements of the Company;
 - (e) a Seed Preferred Investor's Notice, such other information reasonably requested by such Seed Preferred Investor.
- § 4.2 Fiscal Year. The Fiscal Year of the Company ("Fiscal Year") will end on December 31.
- § 4.3 Accounting. The books of the Company for financial reporting purposes will be maintained on an accrual basis of accounting in accordance with United States generally accepted accounting principles, consistently applied, unless otherwise determined by the Board.
- § 4.4 Inspection. Each Shareholder holding Shares corresponding to more than 10% of the Company's Common Stock, on an as-converted basis, shall have the right to access the business premises of the Company during normal business hours and, upon reasonable advance Notice, to inspect the Company's books.

Art. V. Rights and Obligations of Shareholders

§ 5.1 Other Activities of the Directors, Holders and their Affiliates. Except as may be limited by § 5.2 and/or any provision of the other Transaction Documents, each Shareholder and the Company expressly agrees that the Directors, the other Shareholders and each of their respective Affiliates may engage independently or with others, for its or their own account and for the account of others, in other business ventures and activities of every nature and description and neither the Company nor any Shareholder shall have any rights or obligations by virtue of this Agreement in and to such independent ventures and activities or the income or profits derived from such ventures and activities.

§ 5.2 Non-Competition, Non-Disclosure and Non-Solicitation Covenants.

- (a) *Covenants.* During the period that any Existing Shareholder is a Shareholder and for a period of 1 year after such Person ceases to be a Shareholder, such Person shall not and, in the case of knallgrau, shall cause Rappold not to, for his or her own account or jointly with another, directly or indirectly, for or on behalf of any other Person, except for the Company or an Affiliate of the Company, as a principal, agent or otherwise:
 - i. own, control, manage, be employed by, consult with, or otherwise participate in, any business in the Trade Area (as defined below) which competes with the Company and/or its Affiliates, including, but not limited to, any business which is directly and/or indirectly engaged in the business of SDK's improving app performance with privacy-focused, context-aware technology, enhancing user engagement without compromising privacy. (the "Restricted Business");
 - ii. solicit or attempt to solicit any Person who is an employee, consultant or advisor of the Company or its Affiliates, or who has served in such capacity during the 12 months preceding the solicitation, by the Company or any of its Affiliates to terminate its services to the Company or its Affiliates, whether or not such services are pursuant to a written contract; or
 - iii. solicit, contact or deal with any Person who is and/or was a Customer or prospective Customer of the Company or any of its Affiliates in the Trade Area for the purpose of providing Restricted Business which are competitive with the services or products provided by the Company or its Affiliates (for purpose of this provision, a "Customer" is any Person to whom the Company or its Affiliates provides and/or provided products or services, or with whom the Company or its Affiliates had and/or has material contacts for the purposes of soliciting business, at any time during the one-year period prior to termination of Agreement).
- (b) *Trade Area.* As used herein, the term "Trade Area" means the USA, Europe, LATAM and Asia.
- (c) *Enforcement.* Each Existing Shareholder acknowledges that the covenants contained in this Art. V are reasonable in scope and in all other respects, do not constitute a material restraint of trade and are essential to protect the Company's business. Each Existing Shareholder further acknowledges that if he, she, or it

breaches any covenant contained in this Art. V, the Company would suffer immediate and irreparable injury for which no remedy at law would be adequate. Accordingly, the Company will be entitled to an injunction restraining any breach or threatened breach of any covenant in this Art. V and need not post any bond or other security or show actual damages. The exercise by the Company of its rights under this § 5.2 does not limit any other rights or remedies that the Company may have. No failure by the Company to pay compensation to any Existing Shareholder nor any claim or cause of action that a Existing Shareholder may have against the Company, whether predicated on this Agreement or otherwise, will be an excuse or defense for any failure by an Existing Shareholder to abide by this Art. V or constitute a defense to the enforcement of this Art. V by the Company. The Company's rights and remedies under this Art. V are cumulative and do not limit any other rights or remedies it may have.

- (d) *Blue Pencil.* If any court of competent jurisdiction determines that any of the covenants set forth in this Art. V, or any part thereof, is unenforceable because of the scope or duration of such provision, such court shall have the power to modify any such unenforceable provision in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Art. V or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by applicable law. The Parties hereto expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.
- (e) *Survival.* This Art. V survives any termination of this Agreement and/or the dissolution of the Company.

Art. VI. Restrictions on Transfer

§ 6.1 Restrictions on Transfer. No Existing Shareholder shall, directly and/or indirectly, sell, assign, transfer, pledge, hypothecate, mortgage, encumber or dispose of, use as collateral, offer, encumber, assign and/or otherwise transfer, contract to transfer, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or issue any Convertible Security, warrant to purchase, lend or otherwise transfer, or contract to do the same, directly or indirectly, any Shares, whether such Shares are currently owned and/or acquired in the future, nor shall the Existing Shareholders directly and/or indirectly enter into any swap, hedging or other arrangement that transfers directly and/or indirectly to another Person, in whole or in part, any voting rights, economic consequences or benefits of any Shares including any right to participate in any sale proceeds of ownership of any Shares or enter into an agreement to do any of the same (each a "Transfer"). Any attempted Transfer in violation of this Art. VI shall be null and void.

§ 6.2 Permitted Transfers. Notwithstanding § 6.11, but subject to any restrictions under the US Federal Securities Laws and any securities laws of any State of the United States of America, the Shares of each Existing Shareholder may be Transferred under the following circumstances:

- (a) any Existing Shareholder who is an individual may Transfer all or any of his or her Shares to a trust, family limited partnership or limited liability company for the benefit of such Existing Shareholder, his or her spouse, lineal descendants or ancestors; provided that such Existing Shareholder retains the sole right to control the exercise of all rights under this Agreement with respect to such Shares;
- (b) any Existing Shareholder who is an individual may Transfer all or any of his or her Shares, upon his or her death, by will or the laws of descent and distribution;
- (c) any Existing Shareholder who is an individual may Transfer all or any of his or her Shares to any entity Person in which the Existing Shareholder owns and retains all of the outstanding equity interests;
- (d) any Existing Shareholder who is an entity may Transfer all or any of its Shares to any entity Person in which the Existing Shareholder owns and retains at all times while this Agreement is in effect 100% of
 - i. the issued and outstanding equity interests; and
 - ii. the voting securities of such entity Person transferee;
- (e) any Existing Shareholder may Transfer all or any of such Existing Shareholder's Shares with Investor Consent; and
- (f) any Existing Shareholder may Transfer Shares corresponding to up to 1% of the Company's Fully-Diluted Capital in connection with a future equity financing round of the Company; provided that such round is over-subscribed.

§ 6.3 No Transfers to Bad Actors. No Shareholder shall, directly or indirectly, Transfer any Shares to any Person, other than the Company, unless and until the proposed transferee confirms to the reasonable satisfaction of the Company, which shall not be unreasonably withheld, that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, nor any Person that would be deemed a beneficial owner of those Company Securities (in accordance with Rule 506(d) of the Securities Act) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act ("Bad Actor Disqualifications"), except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the Transfer, in writing in reasonable detail to the Company. Each Shareholder will promptly notify the Company in writing if the Shareholder or, to the Shareholder's knowledge, any Person specified in Rule 506(d)(1) under the Securities Act becomes subject to any Bad Actor Disqualification.

§ 6.4 Shareholder Ceasing to be a Shareholder. A Shareholder will cease to be a Shareholder only upon the occurrence of one or more of the following events:

- (a) a Transfer of all of the Shareholder's Shares in accordance with the provisions of this Art. VI; or
- (b) the purchase of all of the Shareholder's Shares in accordance with the provisions of this Art. VI.

§ 6.5 Transferees. Any transferee acquiring Shares of a Shareholder as permitted under this Art. VI will be deemed to be a Shareholder concurrently with the effectiveness of the Transfer so

long as such transferee, unless already a Shareholder, has, as a condition to such Transfer, executed a joinder agreement to this Agreement, agreeing thereby to be bound by all of the terms and conditions hereof. Upon execution of such joinder agreement, such transferee will be entitled to all of the rights and benefits and subject to all obligations and limitations under this Agreement of a Shareholder. Each transferee will reimburse the Company for all reasonable expenses incurred by the Company in connection with such Transfer. Any Transfer in contravention of any of the provisions of this Art. VI will be void ab initio and of no effect and will not bind or be recognized by the Company.

Art. VII. Other Agreements

§ 7.1 Trade Secrets. Each Shareholder acknowledges that the customer lists, trade secrets, processes, methods, formulas, intellectual property, inventions, information including know-how, technical information, designs, patterns, compilations, programs, devices, methods, techniques and processes (the “Proprietary Property”) of the Company and any other matters designated by the President or by the written consent of the Board are valuable assets. Unless with the written consent of the Board, each Shareholder agrees never to disclose to any individual or organization, except in authorized connection with the business of the Company, any Proprietary Property.

§ 7.2 Intellectual Property and Intellectual Property Assignment.

- (a) Each Existing Shareholder and Rappold agrees that all Proprietary Property owned by such Person prior to the date hereof and relating to the business of the Company hereto shall be hereby assigned, free and clear of all liens, to the Company.
- (b) Following the date hereof and after they cease to be a direct or indirect Shareholder of the Company, each Existing Shareholder and Rappold agrees that all Proprietary Property developed by such Person relating to the business of the Company shall be owned by the Company and immediately assigned by the Shareholder to the Company.
- (c) Proprietary Property shall be promptly and fully disclosed by each Existing Shareholder and Rappold to the CEO and/or President and shall be the exclusive property of the Company. Each Existing Shareholder and Rappold hereby assigns to the Company their entire right, title, and interest therein and shall promptly deliver to the Company all Proprietary Property, including all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary Property conceived, made, developed, created or reduced to practice by such Shareholder as aforesaid. All patentable or copyrightable Proprietary Property shall be considered “works made for hire”. Each Existing Shareholder and Rappold shall, upon the Company’s request and its expense, execute any documents necessary or advisable in the opinion of the Company’s counsel to assign, and confirm the Company’s title in the foregoing Proprietary Property and to direct issuance of patents or copyrights to the Company with respect to such Proprietary Property as are the Company’s exclusive property as against such Existing Shareholder or Rappold and their successors, heirs, devisees, legatees and assigns under this § 7.2 or to vest in the Company title to such Proprietary Property as against such Existing Shareholder or Rappold and their successors, heirs, devisees, legatees

and assigns, the expense of securing any such patent or copyright, however, to be borne by the Company.

§ 7.3 Employee Stock. Unless otherwise approved by the Board, all employees of the Company who purchase, receive options to purchase, or receive awards of shares of the Company's capital stock after the date hereof shall be required to execute restricted stock or option agreements, including customary good/bad leaver and vesting provisions.

§ 7.4 ESG. The Founders shall use their best effort to

- (a) implement at the Company ESG criteria substantially similar to the Principles for Responsible Investment instituted by the United Nations (UNPRI);
- (b) measure the carbon footprint of its business activities by using a market standard assessment framework; and
- (c) adopt an ESG policy within 12 months of closing;

provided that SI shall support the Founders in achieving these undertakings, including by making resources and templates, e.g., ESG policies, available.

Art. VIII. Put Option

§ 8.1 Grant of Put Option. Each Shareholder other than the Seed Preferred Investors (the "Option Grantors") hereby irrevocably offers to each Seed Preferred Investor (the "Optionee") to purchase and assume from the Optionee, upon the respective Optionee's written request, all of the Shares held by the Optionee from time to time on a pro rata basis (the "Put Option Shares"), in exchange for payment by such Option Grantor of a purchase price of USD 1.00 (each a "Put Option").

§ 8.2 Exercise of Put Option.

- (a) Each Optionee shall be entitled to exercise the Put Option at any time by providing each Option Grantor with a written acceptance declaration, which shall set forth, among others, the number of Put Option Shares to be acquired by each Option Grantor (the "Put Option Exercise Notice").
- (b) No Optionee may exercise any Put Option, unless it exercises the Put Option vis-à-vis all Option Grantors at the same time.

§ 8.3 Purchase and Sale Agreement. Receipt by all Option Grantors of their respective Put Option Exercise Notice shall be deemed the conclusion by the Option Grantors and the respective Optionee of a legally valid and binding purchase and sale agreement (the date of receipt by the last Option Grantor, the "PO Effective Date"); provided that

- (a) title to the respective Put Option Shares shall pass to the Option Grantors on the PO Effective Date; and
- (b) the respective Optionee shall be deemed to represent and warrant to the Option Grantors that, subject to the Transaction Documents, each Option Grantor shall acquire unencumbered ownership in the respective Put Option Shares.

§ 8.4 Further Undertaking. The Shareholders hereby undertake to make all further declarations and to render all further assistance required to effect a legally valid and binding transfer of the relevant Put Option Shares of the respective Optionee.

§ 8.5 Costs. Any costs incurred by the Parties in connection with the exercise by an Optionee of the Put Option shall be borne by the respective Optionee.

Art. IX. Dissolution of Company

§ 9.1 Majority consent required. The majority of Shareholders must consent to any voluntary dissolution of the Company.

§ 9.2 Procedures for Dissolution. Upon commencement of dissolution proceedings, either by election of all Shareholders or otherwise, the Company will cease to carry on business except as necessary to wind up its business and distribute its assets. The President, or any Shareholder or Shareholders appointed by the President, will perform the following acts, as necessary, to wind up the affairs of the Company:

- (a) continue the business as necessary for the winding up of the affairs of the Company;
- (b) carry out contracts and collect, pay, compromise, and settle debts and claims for or against the Company, including participating in litigation, whether as plaintiff or defendant relating to the same;
- (c) sell at public or private sale, exchange, convey, or otherwise dispose of all or any part of the assets of the Company for cash in an amount considered reasonable by the President, or his or her appointee(s);
- (d) make contracts and take any steps in the name of the Company that are necessary or convenient in order to wind up the affairs of the Company; and/or
- (e) employ agents and attorneys to liquidate and wind up the affairs of the Company.

§ 9.3 Distribution of Assets. As part of the dissolution process, the President, or the President's appointee(s), will apply the assets of the Company in the following order:

- (a) to all debts and liabilities of the Company in accordance with the law, including the expenses of dissolution and liquidation, but excluding any Shareholder loans;
- (b) to all Shareholder loans, with unpaid interest;
- (c) to undistributed net profits of the Company;
- (d) to repayment of the purchase price of the shares of the Company actually paid by each Shareholder; and, finally, should any assets remain;
- (e) to the Shareholders in proportion to the number of shares of the Company held by each.

§ 9.4 Certificate of Incorporation. For the avoidance of doubt, in case of any conflicts between this Agreement and the Company's Certificate of Incorporation, the Certificate of Incorporation shall prevail.

Art. X. Notices

- § 10.1 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 § 10.2 below (such notices, communications, declarations issued in accordance with the foregoing collectively "Notices", and the giving of such Notices, to "Notify").
- § 10.2 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.
- § 10.3 Change of Address. Any change of address shall only become effective once Notified by the respective Party to all other Parties.

Art. XI. Miscellaneous

- § 11.1 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;
 - ii. the written agreement of the Shareholders that the Agreement hereunder be terminated by mutual consent; or
 - iii. 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 § 11.1(a) or § 11.1(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.
- § 11.2 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 § 11.2(a) and § 11.2(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 § 11.2.
- (d) Notwithstanding § 11.2(a) and § 11.2(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 § 11.2;
 - 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.

§ 11.3 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.

§ 11.4 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.

§ 11.5 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 § 11.5. This shall also apply to any waiver of the need to comply with the provisions of this § 11.5. The foregoing is without prejudice to any stricter mandatory form requirements under applicable law.

§ 11.6 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.

§ 11.7 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.

§ 11.8 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. The table set forth in § 2.2 hereto may be amended by the Company from time to time to add transferees of any Registrable Securities in compliance with the terms of this Agreement without the consent of the other parties; and

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 § 11.9.

- (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 § 11.8 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.

§ 11.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Preferred Stock after the date hereof, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering a counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

§ 11.10 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 § 11.10 shall not be construed as merely shifting the burden of proof (keine reine Beweislastregel), but shall apply absolutely.

§ 11.11 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.

§ 11.12 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.

§ 11.13 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.

- § 11.14 Headings. The headings in this Agreement are merely for convenience. They shall be disregarded for the purposes of interpreting this Agreement.
- § 11.15 Schedules. The Schedules to this Agreement shall form an integral part of this Agreement.
- § 11.16 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”.

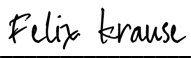
Art. XII. Governing Law, Jurisdiction


- § 12.1 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
- § 12.2 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.

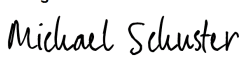
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Signiert von:

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GESELLSCHAFT M.B.H.
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Signed by:

REINHARD HAFENSCHNER
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Signed by:

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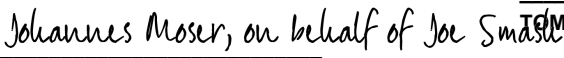
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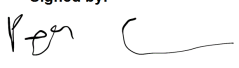
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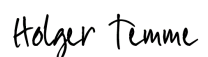
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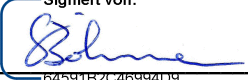
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FUND I, A SERIES OF EXPLORER34 FUND, LP
BY: FUND GP, LLC, ITS GENERAL PARTNER
BY: BELLTOWER FUND GROUP, LTD., AGENT
BY: JOSHUA COWDIN, AUTHORIZED PERSON
Signed by:

MOATAZ SOLIMAN IBRAHIM
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Signiert von:

TEHOCH4QUADRAT GMBH
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FIRST MOMENTUM VENTURES FUND II GMBH & CO.
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MARTIN PRICE
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MAKE VISIONS CAPITAL GMBH
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SCOUT FUND VII, LP
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TOMORROW VENTURES GMBH
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Signiert von:

DIETER RAPPOLD
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Signiert von:

CONTEXTSDK, INC.
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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. Dieter Rappold, born June 10, 1978, resident Gentzgasse 6/5, 1180 Vienna, Austria;
5. HeraclesCapital Fund I, Heracles Capital Fund I, 1804 E 14th Street, Austin, TX, 78702;
6. FoxyFlo GmbH, Böhmerwaldstrasse 18/19.1, 4020 Linz, Austria;
7. Michael Schuster, born May 22nd, 1980, resident at Lerchenfelder Strasse 66- 68/2/49, 1080 Vienna, Austria;
8. 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;
9. 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;
10. Joe Smash Ventures GmbH, Tellenhang 3b, 6858 Schwarzach, Austria, FN 598335;
11. PST Beteiligungs GmbH, Siebensterngasse 15/15, 1070 Vienna, Austria, FN 569625;
12. Fund I, a series of Explorer34 Fund, LP, PO Box 3217, Seattle, WA 98114;
13. Moataz Soliman Ibrahim, born August 30th, 1990, resident at 855 El Camino real st. Suite 13A-111, Palo Alto, California, USA 94301;
14. TeHoch4Quadrat GmbH, Adolf Sturm Straße 18, 82211 Herrsching, Germany, HRB 274694;
15. Speedinvest IV EuVECA GmbH & Co KG, Praterstraße 1/3rd floor, 1020 Vienna, Austria, registered with the commercial court Vienna under registration number FN 572350t;
16. 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;
17. Martin Price, resident 708 Long Bridge Street apt 1606, San Francisco, CA 94158;
18. make visions capital gmbH, Salzburger Straße 24a, A-5550 Radstadt, Austria; registered as FN 552304m;
19. Scout Fund VII, LP, 2800 Sand Hill Rd, Suite 101, Menlo Park CA 94025;
20. Tomorrow Ventures GmbH, an Austrian Limited Liability Company, Marxergasse 24/2/EG, 1030 Vienna, Austria; and
21. ContextSDK, Inc., with its address 169 Madison Ave, #2895 New York, NY 10016, United States.