

ContextSDK, Inc.
169 Madison Ave
2895 New York, NY 10016
United States

Speedinvest IV EuVECA GmbH & Co KG
Praterstraße 1
Floor 3
1020 Vienna
Austria

July 26, 2024

Re: Investment Side Letter

Dear Ladies and Gentlemen,

This side letter agreement (the “**Letter**”) is made and entered into by and between ContextSDK, Inc., a company incorporated and existing under the laws of Delaware, registered with the local commercial register under registration number 2994923, (the “**Company**”) and Speedinvest IV EuVECA GmbH & Co KG, an Austrian limited partnership (Company Registration Number: FN 572350 t – “**Speedinvest**”), in connection with the contemplated investment by Speedinvest in the Company’s upcoming financing round (the “**Financing Round**”).

Pursuant to its governing documents, Speedinvest is obliged to procure that certain requirements and provisions be implemented into any financing documentation entered into by Speedinvest. Speedinvest intends to comply with such obligation by entering into this Letter with the Company.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, and intending to be legally bound hereby, the Company hereby agrees, confirms and represents as follows:

1. Origin of Funds

- 1.1 The Company acknowledges that (i) the European Investment Fund (“**EIF**”) and (ii) KfW Capital GmbH & Co. KG (“**KfW**”) have subscribed to a capital commitment in Speedinvest, whereas:
- 1.2 EIF’s capital commitment in Speedinvest is partially funded by (i) EIF, (ii) the European Recovery Program (“**ERP**”) – EIF Facility and (iii) the LfA Förderbank Bayern – EIF Facility;
- 1.3 KfW’s capital commitment in Speedinvest is funded by the ERP – Venture Capital Fondsfinanzierungen Facility;
- 1.4 the funds made available by EIF and KfW to Speedinvest cannot be classified as a private investment and therefore, the Company is responsible for complying with state-aid regulations or rules applicable to the Company, as amended or replaced from time to time.

2. Legal Compliance

The Company represents, warrants and undertakes to comply with (i) all applicable laws and regulations, (ii) the relevant applicable international and European Union (“EU”) standards and legislation on the prevention of money laundering, the fight against terrorism, tax fraud, tax evasion and artificial arrangements aimed at tax avoidance, and (iii) any laws to which the Company may be subject to and the breach of which would constitute by the Company an Illegal Activity, whereas “**Illegal Activity(ies)**” means any of the following illegal activities or activities carried out for illegal purposes according to applicable laws in any of the following areas: (A) fraud, corruption, coercion, collusion or obstruction, (B) money laundering, financing of terrorism or tax crimes each as defined in the 4th and 5th AML Directives (EU) 2015/849 and (EU) 2018/843, as amended, supplemented or restated from time to time (the “**4th and 5th AML Directives**”), and (C) any other illegal activity against the financial interests of EU, EIB or EIF, as defined in the Directive (EU) 2017/1371 as amended, supplemented or restated from time to time.

3. Restricted Sectors and Restrictive Measures

The Company acknowledges and agrees that Annex 1 and the obligations contained therein constitute an integral part to this Letter.

4. General Reporting and Information Obligations

The Company undertakes:

- 4.1 to provide Speedinvest upon written request with any information and documentation
 - 4.1.1 which Speedinvest reasonably requires to comply with its information, monitoring and reporting obligations set forth in its limited partnership agreement (as amended from time to time), any side letter to its limited partnership agreement, any ancillary agreements and representations, and pursuant to laws, regulations, directives and other requirements applicable to Speedinvest, EIF or KfW, provided that such information and documentation (i) is in the possession of the Company or (ii) may be obtained by the Company exerting best efforts; this includes, without limitation, information and documentation regarding the number of (A) employees, (B) members of the founding team (if still performing managing functions), the operational management team, the board of directors or supervisory board (or equivalent) and (C) women within each of the aforesaid groups under lit. (A) and (B) of this sec. 4.1.1 each to be delivered at the end of the respective fiscal year; and
 - 4.1.2 on the Company’s beneficial ownership in accordance with the 4th and 5th AML Directives as transposed and applicable to the Company in the relevant jurisdiction and to immediately inform Speedinvest upon any change in the beneficial ownership of the Company;
- 4.2 to maintain and ensure the ability to produce within a reasonable time period all documentation related to Speedinvest’s investment in the Company for a period of seven years after termination of Speedinvest’s investment in the Company (including for inspection of EIF and EIB);
- 4.3 to inform Speedinvest promptly, to the extent permitted by applicable law, upon becoming aware of a genuine allegation, complaint or information with regard to (i) an Illegal Activity (as defined under sec. 2), (ii) any breach of the Company relating to the provisions on restricted sectors under sec. 1 of Annex 1, or (iii) any breach of the provisions relating to restrictive measures under sec. 2 of Annex 1 and consult with

Speedinvest in good faith regarding appropriate actions as well as remediable measures in relation to such genuine allegation, complaint or information;

- 4.4 to inform Speedinvest on whether the Company and/or any of its subsidiaries qualifies as (i) a controlled foreign corporation (CFC) within the meaning of sec. 957 of the United States Internal Revenue Code of 1986 as amended from time to time (the “**Revenue Code**”), or (ii) a passive foreign investment company (PFIC) within the meaning of sec. 1297 of the Revenue Code; in the event the Company qualifies as CFC or PFIC, the Company further undertakes to obtain and furnish Speedinvest with sufficient information for Speedinvest (and/or its advisors and partners) to comply with any and all reporting obligations imposed by Revenue Code or any other applicable statute or regulation;
- 4.5 to immediately inform Speedinvest (i) on any threatened or actual involvement of the Company in any material litigation matter (including but not limited to bankruptcy and insolvency proceedings), (ii) on any litigation matter relating to the Company involving the Company’s shareholders or Speedinvest team members (*e.g.*, in their role as board members); and (iii) on the commencement and conclusion of any formal investigation by any regulatory or administrative body which involves an allegation of a material violation of law or regulation; and
- 4.6 to assist Speedinvest exerting best efforts with respect to obtaining any information and documentation pursuant to this sec. 4.

5. Visit and Audit Rights

- 5.1 The Company undertakes to grant Speedinvest, EIF, KfW, EIB, the German Federal Ministry for Economic Affairs and Climate Action (*Bundesministerium für Wirtschaft und Klimaschutz*), the ERP Special Fund (*ERP-Sondervermögen*), LfA-Gesellschaft für Vermögensverwaltung mbH (“**LfA**”), the German Federal Court of Auditors (*Bundesrechnungshof*) (either in person or by way of a duly authorized third party, provided that any third party is by law or contractually obliged to confidentiality) the right:
 - 5.1.1 to visit the premises of the Company without limitation including, for the avoidance of doubt, its sites, installations and works, in line with the applicable laws and regulations of the respective jurisdiction;
 - 5.1.2 to interview the Company’s representatives without obstructing the contacts with such representatives or any other person involved in or affected by the Company;
 - 5.1.3 to freely conduct such investigations, inspections, on the spot audits and checks on the Company’s premises and review the Company’s books and records in relation to Speedinvest’s investment, and to be able to take copies of these and related documents to the extent permitted by applicable law and as may be required;
 - 5.1.4 to audit the use of the funds provided by Speedinvest to the Company by means of examining all respective relevant books and documents of the Company; and/or
 - 5.1.5 to unlimited access to the books of the Company, including the right to monitor the structure of the investment by Speedinvest and the management.

6. Sustainability and ESG

- 6.1 The Company undertakes to exert best efforts to (i) incorporate ESG criteria substantially similar to the Principles for Responsible Investment instituted by the United Nations (UNPRI) and to (ii) measure the carbon footprint of its business activities by using a market standard assessment framework.
- 6.2 The Company agrees to work towards the goal of creating sustainable global governance by implementing, as far as reasonably possible, a monitoring, reporting, and grievance process to ensure compliance with international governance standards as regards by way of example:
 - 6.2.1 human rights (as laid down in the Universal Declaration of Human Rights by the United Nations);
 - 6.2.2 international labor standards, such as harmful or exploitative forms of forced labor/harmful child labor; and
 - 6.2.3 product safety (EU General Product Safety Directive, if applicable).
- 6.3 The Company undertakes to exert best efforts to implement an ESG policy within 12 months of the effective date of this Letter. To this end, Speedinvest will provide the Company with template ESG policies (including, for example, a Climate Policy, a DEI Policy, etc) (the “**Policies**”) that the Company may adopt at its discretion to fulfill its obligation under the first sentence of this sec. 6.4. The Policies shall be made available to the Company via apiday.com. In addition, the Company undertakes to promptly notify Speedinvest upon becoming aware of any material breach of its ESG policy.
- 6.4 The Company agrees to furnish Speedinvest annually with such information and/or documentation which Speedinvest may reasonably require in order to monitor and report the sustainability advancements of the Company in compliance with Regulation (EU) 2019/2088 (SFDR). To this end, the Company undertakes to furnish Speedinvest annually with the following information regarding the Company and its subsidiaries:
 - 6.4.1 the number of full-time equivalents (FTEs);
 - 6.4.2 the location of all offices and operations;
 - 6.4.3 payroll data enabling Speedinvest to assess the gender pay gap (if any) (*i.e.*, information on salaries, titles and genders); and
 - 6.4.4 information on the Company’s greenhouse gas emissions by way of providing either (i) an overview of the aggregate electricity costs, or (ii) a complete carbon emission accounting questionnaire.

7. Confidentiality

In recognition of EIF’s status as an international financial institution and certain public consultation and disclosure requirements to which EIF and KfW are subject to and notwithstanding any provision to the contrary in Speedinvest’s limited partnership agreement or in the documentation governing Speedinvest’s investment in the Company, the Company acknowledges and agrees that:

- 7.1 subject to applicable confidentiality obligations, Speedinvest shall be entitled to disclose and provide EIF and EIB with any information in Speedinvest’s possession to allow EIF and EIB to comply with the applicable regulatory, reporting, state-aid or other requirements;

- 7.2 any and all information which EIF and KfW will receive in relation to any person in connection with EIF's and KfW's investment in Speedinvest (including for the avoidance of doubt any information relating to the Company and any information obtained through EIF's and KfW's representation on Speedinvest's investor's board) may, at any time, and without any need for prior approval, or to inform or otherwise notify the Company or any other person, be disclosed in all or part by Speedinvest, EIF, KfW, EIB and/or ERP Special Fund to:
- 7.2.1 the European Court of Auditors (or other internal or external audit body or firm) as part of their audit of the Company, EIB or Speedinvest;
 - 7.2.2 any European institution (including EIB, the European Commission, the European Public Prosecutor Office, the European Anti-Fraud Office) and any other competent EU institution or body, as well as any person designated by any of the foregoing;
 - 7.2.3 the ERP Special Fund, the German Federal Ministry of Economic Affairs and Climate Action and the German Federal Court of Auditors and the members and committees of the German parliament (*Bundestag*);
 - 7.2.4 LfA, whereas LfA shall be entitled to forward and share all such information with the members of its boards, the Bavarian State Ministry responsible for economic affairs, the Bavarian State Ministry responsible for finance and the Bavarian Supreme Audit Office;
 - 7.2.5 any of Speedinvest's, EIF's, KfW's, EIB's, LfA's or the ERP Special Fund's (i) shareholders, governing bodies, mandators, auditors, or (ii) advisors or service providers that, in each case, are bound by professional confidentiality restrictions or a non-disclosure agreement (or similar confidentiality undertaking);
 - 7.2.6 any prospective acquirer of EIF's interest in Speedinvest or potential replacement of Speedinvest's general partner and Speedinvest's managing limited partner, provided any such person has entered into a non-disclosure agreement (or similar confidentiality undertaking) before the disclosure is made;
 - 7.2.7 any prospective investor in Wachstumsfonds Deutschland Special Account Vehikel GmbH & Co. geschlossene Investmentkommanditgesellschaft and/or Wachstumsfonds Deutschland Master GmbH & Co. geschlossene Investmentkommanditgesellschaft, in relation to which KfW acts as investment advisor;
 - 7.2.8 any other institution or authority to which EIF, KfW, EIB or the ERP Special Fund are required to disclose confidential information for audit, monitoring, reporting or other purposes; and/or
 - 7.2.9 any person to whom EIF, KfW, EIB or the ERP Special Fund are required to disclose confidential information (i) pursuant to law, any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority, (ii) in order to assert a right or defend a claim arising under Speedinvest's limited partnership agreement or in the respective side letters,

and/or (iii) in accordance with EIF's transparency policy¹, as well as the EIB's group transparency policy and anti-fraud policies.²

- 7.3 EIF will only be bound by a duty of confidentiality in respect of written information marked as "Confidential" and any such duty shall, in any event, (i) terminate one year after the date EIF ceases to be an investor in Speedinvest or, if earlier, the date on which Speedinvest is fully liquidated (*vollbeendet*), and (ii) not apply should EIF be bound to disclose information to any public authority by legal, regulatory or fiscal mandatory obligations or should EIF disclose information in accordance with sec. 7.2.

8. Data Protection

- 8.1 Where Speedinvest is acting on behalf of a Data Subject, and providing the Data Subject's Personal Data to EIF, the Company agrees and acknowledges that:

- 8.1.1 the Company has made aware any Data Subject whose Personal Data may be processed pursuant to this Letter, Speedinvest's limited partnership agreement and EIF's subscription certificate as to the manner of such processing and the content of the EIF Privacy Notice;
- 8.1.2 Speedinvest is hereby authorized to provide the Personal Data to EIF; and
- 8.1.3 any processing of Personal Data hereunder shall be lawfully made in accordance with the Data Protection Regulation.

- 8.2 The Company will use best efforts to effectuate the provisions set forth in this sec. 8 and prevent any prohibitions or restrictions with respect to Speedinvest and/or EIF (i) processing Personal Data for the purposes set out in the respective privacy notices, and (ii) disclosing or transferring the Personal Data to any authorized persons and competent authorities (including tax authorities and the EIB) and other bodies (as more fully detailed in the EIF Privacy Notice) for the purpose of performing their obligations or for resolution of disputes or investigations. The Company confirms that it has read and understood the terms of the EIF Privacy Notice.

- 8.3 For the purposes of this sec. 8:

- 8.3.1 "**Data Protection Regulation**" means (i) Regulation (EU) N 2016/679 of the European Parliament and of the Council dated 27 April 2016 (GDPR); (ii) Regulation (EU) N°2018/1725 of the European Parliament and of the Council dated 27 April 2016 (OJ L 295, 21.11.2018, p. 39-98) (EUDPR); and/or (iii) all applicable laws and regulations relating to the processing of Personal Data, including national legislation implementing the Data Protection Directive (Directive 95/46/EC) and the Directive on Privacy and Electronic Communications (Directive 2002/58/EC), and any other laws and regulations implementing, derogating from or made under them, and any orders and codes of practice, guidelines and recommendations issued by the applicable

¹ As published on EIF's website at http://www.eif.org/news_centre/publications/eif-transparency_policy_01022016.pdf and http://www.eif.org/attachments/publications/about/Anti_Fraud_Policy.pdf, as updated or amended from time to time.

² As published on EIB's website http://www.eib.org/attachments/strategies/eib_group_transparency_policy_en.pdf and http://www.eib.org/attachments/strategies/anti_fraud_policy_20130917_en.pdf, as updated or amended from time to time.

regulatory authorities, in each case of lit. (i) through (iii) above, as amended, restated, supplemented or substituted from time to time.

8.3.2 “**Personal Data**” shall have the meaning as set forth in the Data Protection Regulation.

8.3.3 “**EIF Privacy Notice**” means, collectively, the EIF Final Recipient Data Protection Statement³ and the EIF Financial Intermediary Data Protection Statement⁴ (each as amended from time to time).

8.3.4 “**Data Subject**” means any individual, including but not limited to any representatives, shareholders, beneficial owners, directors, officers, employees and agents of the Company, whose data is processed pursuant to the transactions contemplated with respect to this Letter.

9. Tax Matters

9.1 The Company agrees to provide Speedinvest or Speedinvest’s tax advisor, upon Speedinvest’s request, with all information that is necessary for Speedinvest or Speedinvest’s tax advisor to prepare Speedinvest’s tax returns and any of Speedinvest’s tax filings, any applications or elections to obtain any available refund, reduction or exemption of any withholding or other taxes imposed, all of the foregoing applying to any taxing authority in any jurisdiction, in particular, with respect to distributions or capital gains derived from the participation in the Company, within a reasonable time after receipt of such request. The foregoing shall apply *mutatis mutandis* to any obligations relating to taxation which Speedinvest has assumed in its own governing documents *vis-à-vis* its limited partners with respect to investments made by Speedinvest.

9.2 Upon Speedinvest’s request and at Speedinvest’s cost and expense, the Company shall use reasonable efforts to assist Speedinvest and its investors in filing tax returns and reports and in obtaining any exemption from or reduction in or available refund of any withholding or other taxes imposed by any taxing authority on Speedinvest or Speedinvest’s investors due to Speedinvest’s investment in the Company. If any distributions of the Company to Speedinvest are subject to withholding taxes, the Company shall inform Speedinvest thereof without undue delay and shall provide Speedinvest with the corresponding withholding tax certificates or other substantial proofs (*e.g.*, tax receipt) to enable Speedinvest or its investors to claim the withholding tax credit against any Austrian corporate or personal income tax burden (including information about the amount of income that triggered the withholding taxes).

9.3 The Company confirms that neither the Company nor any of its subsidiaries benefit from any HPTR, whereas HPTR shall mean any preferential tax measure regarded as harmful under the European Union Policy on non-cooperative jurisdictions for tax purposes, as set forth in Annex I and/or Annex II of the European Council conclusions on the revised European Union list of non-cooperative jurisdictions for tax purposes, and in the overview of the preferential tax regimes examined by the Code of Conduct Group (Business Taxation), as may be amended from time to time. The Company

³ As published on EIF’s website at <http://www.eif.org/attachments/processing-of-final-recipients-personal-data.pdf>.

⁴ As published on EIF’s website at https://www.eif.org/attachments/eif_data_protection_statement_financial_intermediaries_due_diligence_en.pdf.

undertakes to notify Speedinvest immediately if it or any of its subsidiaries benefit from any HPTR subsequent to the signing of this Letter.

10. Termination

Without prejudice to any rights or obligations which have accrued before its termination, this Letter shall terminate upon the earlier of (i) the agreement of the signatories of this Letter in writing, (ii) the date on which the liquidation operations of Speedinvest are completed or (iii) the date EIF no longer holds any interest in Speedinvest. Notwithstanding the foregoing, sec. 4 (General Reporting and Information Obligations), 7 (Confidentiality), 8 (Data Protection), 9 (Tax Matters), 10 (Termination), 11 (Prevalence), 12 (Amendments, Counterparts), 13 (Governing Law; Jurisdiction) and sec. 14 (Severability) shall survive the termination of this Letter and continue in effect with respect to the signatories of this Letter.

11. Prevalence of this Letter

This Letter constitutes a valid and binding agreement of the Company and Speedinvest. This Letter supplements the Company's governing documents, by-laws, financing documents and other organizational documentation and, in the event of a conflict between the provisions of this Letter and the aforementioned documents, each as in effect as of the date hereof or as hereafter amended, modified, restated or replaced, the provisions of this Letter shall control.

12. Amendments; Counterparts

This Letter shall be amended only through a written amendment executed by the parties hereto. Upon execution of this Letter, the terms of this Letter shall be binding upon, and in full force and effect against, the parties hereto. This Letter may be executed by facsimile, .pdf or DocuSign (or similar electronic signature) in multiple counterparts that, when taken together, shall constitute one and the same Letter.

13. Governing Law; Jurisdiction

In respect of governing law and jurisdiction, the relevant provisions of the investment documentation of the Company's Financing Round shall apply *mutatis mutandis*.

14. Severability

In the event that any term of this Letter is for any reason held to be or becomes invalid or unenforceable, the validity of the remaining terms of this Letter shall not be affected or impaired thereby. Instead of the invalid or unenforceable term of this Letter, such valid or enforceable provision shall be deemed to be agreed-upon which most closely corresponds to the intended purpose of the invalid or unenforceable provision. The same shall apply to any supplementary interpretation of any of the terms of this Letter.

* * * * *

[Signature Page Follows]

[Signature Page – Investment Side Letter ContextSDK, Inc.]

Yours sincerely,
ContextSDK, Inc.

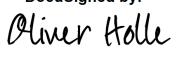
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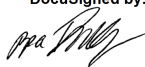
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ACKNOWLEDGED AND ACCEPTED:

Date: _____, 2024

Speedinvest IV EuVECA GmbH & Co KG
– represented by its general partner Speedinvest GmbH –

DocuSigned by:

300CB8B3544C48A...
(Managing Director of Speedinvest GmbH)

DocuSigned by:

6F54FEC3A2A54FB...
(Managing Director of Speedinvest GmbH or Operating Partner & General Counsel)

Annex 1**Restricted Sectors and Restrictive Measures****1. Restricted Sectors**

1.1 The Company agrees and acknowledges that Speedinvest is not permitted to invest, finance, guarantee and/or otherwise provide financial and/or other support, directly or indirectly to any of the companies set forth in sec. 1 of this Annex 1. Therefore, the Company undertakes that as of the date of this Letter it has not and in future it will not substantially engage in, or directly or indirectly control another entity with business activities involving any of the business activities set out in sec. 1 of this Annex 1.

1.2 Companies involved in and/or related to the following activities:

1.2.1 [*Energy Sector*]

extraction or mining, exploration, processing and/or refinement of fossil and/or unconventional fuels;

exploration and production of shale gas or other non-conventional minerals (oil from tar sands and oil shale, fuel from liquified coal and shale gas), the supply of services and means that are specifically designed and dedicated to the exploration and production of shale gas and other non-conventional minerals and direct financing of exploration and extraction of natural gas below the Wadden Sea;

energy sector activities in the Arctic region (*e.g.*, production or exploration of Arctic offshore oil and gas);

exploitation of unconventional hydrocarbons (resources from hydraulic fracturing, the Arctic or oil sands), provided, however, that the revenues from such activities do not exceed 10% of the Company's overall revenues;

coal mining or thermal coal-fired power generation, provided, however, that the revenues from such activities do not exceed 10% of the Company's overall revenues;

Nuclear power plants (apart from measures that reduce environmental hazards of existing assets) and mines with uranium as an essential source of extraction;

1.2.2 [*Gambling, Pornography, Crypto and Drugs*]

any controversial forms of and support to (i) gambling, operation of casinos, production of devices or other equipment for casinos or betting offices or other equipment for casinos or betting offices or companies that generate turnover via online betting and/or gambling and (ii) any cryptocurrencies, that are intended to be used for online gambling or any other illegal online transactions, for example in dark nets;

provision of services of a sexual nature (including electronic clouds and servers that could potentially be used for the storage or distribution of pornographic material) or the illegal cultivation, processing, production, distribution and/or sale of drugs or drug-based products;

1.2.3 [Chemicals]

any production or trade of significant volumes of hazardous chemicals (this also refers to the storage or transportation of those chemicals and includes gasoline, kerosene, and other petroleum products), or commercial scale usage of hazardous chemicals;

production or trade in or use of unbounded asbestos fibres⁵;

production or trade in products containing PCBs or other Persistent Organic Pollutants (POPs) subject to international bans or phase outs⁶;

production or trade in pharmaceuticals subject to international phase outs or bans;

production or trade in pesticides/herbicides subject to international phase out or bans⁷;

production or trade in ozone depleting substances (ODS) subject to international phase outs or bans;

production or trade in radioactive material, which does not apply to the procurement of medical equipment, quality control equipment or other application for which the radioactive source is insignificant and/or adequately shielded;

production or trade in unbound asbestos which does not apply to the purchase or use of cement linings with bound asbestos and an asbestos content of less than 20%;

fossil fuel-based energy production and related activities, as follows:

coal mining, processing, transport and storage;

oil exploration & production, refining, transport, distribution and storage;

natural gas exploration & production, liquefaction, regasification, transport, distribution and storage;

electric power generation exceeding the Emissions Performance Standard (*i.e.*, 250 grams of CO₂e per kWh of electricity), applicable to fossil fuel-fired power and cogeneration plants, geothermal and hydropower plants with large reservoirs;

energy-intensive and/or high CO₂-emitting industries, as follows:

⁵ This does not apply to the purchase and use of bounded asbestos cement sheeting where the asbestos content is less than 20%.

⁶ As listed by the Stockholm Convention, <http://chm.pops.int/TheConvention/ThePOPs/tabid/673/Default.aspx>.

⁷ Ozone Depleting Substances (ODS): chemical compounds which react with and deplete stratospheric ozone, resulting in the widely publicized “ozone holes”. The Montreal Protocol lists ODSs and their target reduction and phase out dates. A list of the chemical compounds regulated by the Montreal Protocol, which includes aerosols, refrigerants, foam blowing agents, solvents, and fire protection agents, together with details of signatory countries and phase out target dates, can be found on <https://ozone.unep.org/treaties/montreal-protocol>.

manufacture of other inorganic basic chemicals (NACE 20.13);

manufacture of other organic basic chemicals (NACE 20.14);

manufacture of fertilizers and nitrogen compounds (NACE 20.15);

manufacture of plastics in primary forms (NACE 20.16);

manufacture of cement (NACE 23.51);

manufacture of basic iron and steel and of ferro-alloys (NACE 24.10), however, Speedinvest may permit the Company to engage in the said sectors in the event Speedinvest deems such activities as (A) environmentally sustainable or (B) eligible under EIF's Climate Action & Environmental Sustainability objectives;

manufacture of tubes, pipes, hollow profiles and related fittings, of steel (NACE 24.20);

manufacture of other products of first processing of steel (NACE 24.30, incl. 24.31-24.34);

aluminium production (NACE 24.42);

manufacture of conventionally-fuelled aircraft and related machinery (sub-activity of NACE 30.30);

conventionally-fuelled air transport and airports and service activities incidental to conventionally-fuelled air transportation (sub-activities of NACE 51.10, 51.21 and 52.23);

non-conventional prospection, exploration and extraction of oil from bituminous shale, tar sands or oil sands;

1.2.4 *[Environment / Animals]*

performance of animal testing, operating fur farms or trading/manufacturing fur products or Angora wool and/or traditional foie gras production and trade;

hunting marine mammals and shark finning, using of dynamite and poison in fishery practices or drift net fishing in the marine environment using nets in excess of 2.5 km in length;

purchase of logging equipment and commercial logging operations both for use in primary tropical moist forest and/or impingement on the lands owned, or claimed under adjudication, by Indigenous Peoples, without full documented consent of such peoples;

mountaintop removal;

mining of and trade in rough diamonds unless Kimberly Process certified;

trade in or unauthorized catching of wildlife of wildlife products regulated under CITES or species on the IUCN Red List of threatened species⁸; and

financial speculation in food commodities;

1.2.5 [Technology]

any research, development or technical application relating to electronic data programs or solutions which (i) aim specifically at supporting any activities referred to internet gambling/online casinos, or pornography (this also includes electronic clouds and servers that could potentially be used for the storage or distribution of pornographic material), and (ii) are intended to enable to illegally enter into electronic data networks, or download electronic data and technology intended to facilitate espionage, hacking or other hostile or unlawful cyber activities;

any kind of research, development or technical applications related to somatic gene editing as well as human germline gene editing under any circumstances in any jurisdiction or except to the extent that appropriate legal, regulatory and ethical allowances/documents are in place (based on applicable local regulation, and prohibiting any research, development or technical applications in Israel, China, Japan, Russia, Ukraine or Mexico);

1.3 The Company confirms that it's business activity does not fall within any of the sectors listed under the KfW's exclusion list⁹ and the "Guidelines on the EIF Restricted Sectors"¹⁰.

1.4 Companies that are (or any of whose affiliated entities or members of its senior management team is) (i) the subject of active court, governmental, regulatory or administrative investigation or proceedings alleging involvement in, or (ii) have (or any of whose affiliated entities or members of its senior management team has) within the previous 5 years been determined by a court of competent jurisdiction, internationally recognized NGO, competent regulatory authority or governmental or supranational authority to have been involved in, any of the following activities:

1.4.1 violation of human rights;

1.4.2 discriminatory practices;

1.4.3 violation of the right of free affiliation and collective bargaining;

1.4.4 forced labor or child labor;

⁸ CITES is the abbreviation of "Convention on International Trade in Endangered Species of Wild Fauna and Flora". A list of CITES listed species can be found on <http://checklist.cites.org/>. A search engine for the IUCN list can be found on <http://www.iucnredlist.org/search>. For specific species it is advised to look at both lists because both classifications differ. The lists are updated regularly.

⁹ As published on KfW's website at https://www.kfw.de/PDF/Download-Center/Konzernthemen/Nachhaltigkeit/Ausschlussliste_EN.pdf, as applicable from 1 July 2021.

¹⁰ As published on EIF's website at https://www.eif.org/attachments/publications/about/2010_Guidelines_on_restricted_sectors.pdf, as amended from time to time.

- 1.4.5 serious harm to public health and/or animal welfare;
- 1.4.6 threats to vulnerable communities and/or minorities;
- 1.4.7 pollution and/or deterioration of ecosystems;
- 1.4.8 infringement of the rights of shareholders;
- 1.4.9 falsehood in public information; or
- 1.4.10 corruption, including extortion and bribery.

2. **Restrictive Measures**

- 2.1 The Company agrees and acknowledges that Speedinvest is not permitted to invest, finance, guarantee and/or otherwise provide financial, economic and/or other support, directly or indirectly to any person or entity set forth in sec. 2 of this Annex 1. Therefore, the Company undertakes that (i) as of the date of this Letter neither the Company, nor any of its managing directors qualify as Sanctioned Person, and (ii) in the event the Company or any of its managing directors become a Sanctioned Person, the Company promptly notifies Speedinvest and undertakes to discuss remedial measures with Speedinvest in good faith.
- 2.2 The Company shall take no action in breach of any Restrictive Measures (as defined under sec. 2.4 of this Annex 1).
- 2.3 The Company undertakes to ensure – to the extent legally permissible – that no Sanctioned Person becomes shareholder of the Company or holds an economic interest in the Company.
- 2.4 “**Restrictive Measures**” means any economic, financial and/or trade sanctions, laws, regulations, embargoes, sanctions lists or other restrictive measures administered, enacted, imposed or enforced from time to time by sanctions authorities from (i) the United States, (ii) the United Nations and any agency or person which is duly appointed, empowered or authorized by the United Nations to enact, administer, implement and/or enforce such measures, (iii) the European Union and any of its member states, (iv) the United Kingdom, (v) each other jurisdiction in which Speedinvest is located and (vi) the respective governmental institutions, regulatory bodies and other authorities of any of the foregoing.
- 2.5 “**Sanctioned Person**” means any person, entity, individual or group of individuals which are (i) listed on any Restrictive Measures or sanctions list as set out under sec. 2.4, (ii) directly or indirectly 50% or more (individually or on aggregate basis) owned or controlled by, or acting on behalf of or at direction of, a person or entity listed on any Restrictive Measures or sanctions list, or (iii) located or resident in, or organized or incorporated under, the laws of a country or territory that is, or whose government is, at any time, the target of comprehensive country or territory-wide Restrictive Measures, or owned or controlled by, or acting on behalf or at the direction of such a person or entity.

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