[

On Kondor headed paper]

Private and Confidential
Subject to contract

The Directors
Ora Technology plc
Ground Floor,
72 Charlotte Street,
London, W1T 4QQ,
United Kingdom

By email only

22 August 2024

Dear Sirs,

PROPOSED ACQUISITION TERMS

We set out in this letter our outline proposal for our purchase from the shareholders of Ora AI Plc (a company incorporated in England and Wales with company number 13720688 and ticker "ORA") ("**you**" or "**Target**") of the entire issued and to be issued share capital of the Target ("**Proposal**").

Except as set out in paragraph 3 of this letter, this letter sets out a statement of intention only and is not, and nor should it be construed as being, legally binding on any of the parties hereto.

Furthermore, the terms of this letter are subject to contract, valuation, due diligence and regulatory approval.

This letter sets out the terms and conditions of our Proposal, as well as certain assumptions, and outlines the steps required for us to be able to put forward a formal offer for Target. We have not formed a firm intention to make an offer and nothing in this letter should be regarded as a firm intention to make an offer for the purposes of Rule 2.7 of the City Code on Takeovers and Mergers ("**Code**") or requiring Target to make an announcement under Rule 2.2 of the Code.

1. TRANSACTION TERMS

1.1 Subject to the terms of this letter, we wish to buy, by way of an offer, the legal and beneficial interest in the entire issued share capital in the Target (the "**Shares**") (which may not be subsequently increased without our prior written agreement), free from all claims, liens, equities, charges, encumbrances and adverse rights of any description from the shareholders of the Target (the "**Sellers**"), in consideration for the issue and allotment of ordinary shares in the capital of Kondor AI PLC (**"KNDR"**) to the Sellers ("**Consideration Shares**") valued on the basis of its fully diluted market capitalization calculated on a ten day VWAP up to the date of this letter and a

valuation of Target based on its fully diluted market capitalization calculated on a ten day VWAP up to the date of this letter ("**Acquisition**").

1.2 Subject to the Code, KNDR will make an equivalent offer of replacement convertibles for all option rights and other rights to subscribe for Shares as at the date of this letter (which may not be subsequently increased without our prior written agreement).

1.3 The Consideration Shares will rank pari passu in all respects with the existing ordinary shares of KNDR, including the right to receive all dividends declared, made or paid after completion of the (save that they shall not rank for any dividend or other distribution declared made, or paid by reference to a record date before completion).

1.4 At this stage, our preference would be to implement the Proposal by way of a contractual offer.

1.5 It is our intention to complete a fundraise at a minimum 30M GBP valuation of at least 1.75M GBP brokered by Clear Capital for the Group.

2. CONDITIONS

The Proposal is subject to the following conditions:

2.1 the completion of satisfactory financial, legal and commercial due diligence including on the Target's business plan, trading and financial history, cashflow forecasts and other items as KNDR may determine necessary, acting reasonably;

2.2 the completion of satisfactory financial, legal and commercial due diligence including on KNDR's trading and financial history, cashflow forecasts and other items as Target may determine necessary, acting reasonably;

2.3 Target having a net trade creditors position not relating to the Transaction (determined as the net of prepayments, trade creditors and cash on hand) not exceeding £0 at the date of the firm offer announcement relating to the proposed Acquisition to be made pursuant to Rule 2.7 of the Code;

2.4 KNDR and Target agreeing the form of the firm offer announcement relating to the proposed Acquisition to be made pursuant to Rule 2.7 of the Code;

2.5 Sellers providing irrevocable undertakings to accept the Proposal representing at least 50% of the Shares;

2.6 KNDR and the Target obtaining all required shareholder, third-party and regulatory consents for the Acquisition including the grant by the Panel on Takeovers & Mergers of a waiver of the obligations of certain Target shareholders and persons acting in concert with them under Rule 9 of the Code and the approval of that waiver by KNDR shareholders;

2.7 approval by KNDR and Target of the business plan and working capital requirements for the enlarged group (the "**Group**");

2.8 the Target continuing its business in the ordinary and usual course without material change;

2.9 the Target's business not suffering a material reduction in its actual or prospective value; and

2.10 completion occurring by no later than 31 October 2024, which may be extended with the consent of the parties but in any event will not exceed 31 December 2024.

3. BINDING TERMS

Given that the Transaction will involve the parties incurring costs, the following paragraphs of this letter will comprise legally binding obligations as follows:

3.1 Information

We will each provide to the other promptly on request all information on or relating to each of us that we and our respective advisers may reasonably require and otherwise make relevant personnel available to enable us to carry out our respective due diligence.

3.2 Confidentiality

Each of us will keep and maintain all and any information that we may receive pursuant to this letter either in relation to any one of us or in relation to the terms of the Transaction in the strictest confidence and shall not use such information other than to fulfil the purpose set out in this letter. Furthermore, we shall each use our respective reasonable endeavours to ensure that any advisers or other third parties consulted by any of us in the context of this letter shall respect and adhere to this obligation of confidentiality. The obligations in this paragraph 3.2 are subject always to our and Target's obligations under the Code.

In the event that you are obliged to consult with the Panel on Takeovers and Mergers under Rule 2.2 of the Code, or any disclosure of our discussions is required by law, regulation or the Code or you otherwise intend to make an announcement regarding our Proposal, we request that you contact us in advance (to the extent reasonably practicable in view of your Code obligations). Nothing in this letter shall prevent or restrict you from making any announcement in accordance with Rule 2 of the Code.

3.3 **Code**

3.3.1 Nothing in this Agreement shall in any way limit the Parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code which conflict with the terms of this agreement shall take precedent over such terms.

3.3.2 The Parties agree that, if the Panel determines that any provisions of this Agreement that requires the Target to take or not take action, whether as a direct obligation or as a condition to any person's obligation (however, expressed), is not permitted by Rule 21.1 of the Code that provision shall have no effect and shall be disregarded.

3.4 In accordance with Rule 2.5(a) of the Code, KNDR reserves the right to make an offer for Target at a lower value or on less favourable terms than the Proposal: (i) with the agreement or recommendation of the Board of Target; (ii) if a third party announces a firm intention to make an offer for Target which, at that date, is of a value less than the value of the Proposal; or (iii) following the announcement by Target of a Rule 9 waiver transaction pursuant to Appendix 1 of the Code or a reverse takeover (as defined in the Code). If Target, makes or pays any further dividend or distribution or other return of value or payment to its shareholders, KNDR reserves the right to make an equivalent reduction to the Proposal. In connection with the possibility of KNDR making a cash offer for Target (if it were so inclined), KNDR reserves the right to vary the form and / or mix of the consideration it would offer.

3.5 **Costs**

Each party will pay its costs of the Transaction.

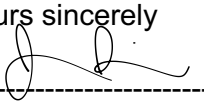
3.6 **Governing law and jurisdiction**

3.6.1 This letter and any dispute or claim relating to it or its subject matter (including non-contractual claims) is governed by and is to be construed in accordance with English law.

3.6.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this letter.

Assuming you are in agreement with the terms mentioned above we would be grateful if you would countersign the attached copy of this letter and return it to us. On receipt of your letter we shall instruct our solicitors to prepare draft documents and our accountants to begin financial due diligence.

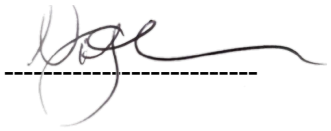
Yours sincerely



Jonathan Bixby for and on behalf of

Kondor AI PLC

We hereby acknowledge and agree to the above terms:



Nick Lyth for and on behalf of

Ora Technology PLC