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fladgate

Date: 1 September 2023

CONSULTANCY AGREEMENT

KONDOR AI PLC

and

TORO CONSULTING LTD

and

JONATHAN BIXBY

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1 Sept 2023

PARTIES:

(1) **KONDOR AI PLC** (a company registered in England & Wales with no: 13714088) which has its registered office at Bridge House, 12 Market Street, Glossop, Derbyshire SK13 8AR England (**Company**); and

(2) **TORO CONSULTING LTD.,** a company incorporated in British Colombia, Canada with its principal place of business at 1333 West Broadway, 10th Floor, Vancouver, BC, V6H 4C1 (**Supplier**); and

(3) **JONATHAN BIXBY** of 2592 Bowker Avenue, Victoria, BC, V8R 2G1 (**Consultant**).

1. Definitions and interpretation

The definitions and interpretative provisions in Schedule 1 apply to this agreement.

2. Term of engagement

2.1 The Company shall engage the Supplier and the Supplier shall supply the services of the Consultant to the Company.

2.2 The Supplier's engagement shall commence on 1 September 2023 and shall continue (subject to the provisions of this agreement) until determined by either party giving to the other not less than twelve months' prior notice in writing.

2.3 Nothing herein shall render or be deemed to render the Consultant an employee, agent or partner of the Company.

3. Services

3.1 Except at such times where the Consultant may be incapacitated by illness or accident the Supplier shall, as from Admission make available to the Company the services of the Consultant for at least 8 days in each calendar month for the performance of the Services.

3.2 The Supplier shall be entitled with the prior consent of the Company (such consent not to be unreasonably withheld) to make available another suitably qualified person to provide the Services (**Substitute**). The Supplier shall procure that such Substitute shall accept and comply with the terms and conditions of this agreement as if the Substitute were named as the Consultant and shall ensure that the Substitute enters into such agreements as are necessary to give effect to the terms of this agreement.

3.3 During the Term, the Supplier will (and, where appropriate, will procure that the Consultant will):

3.3.1 provide the Services with all due care, skill and ability and use its and their best endeavours to promote the interests of the Company and any Group Company;

3.3.2 promptly give to the Company and any Group Company all such information and reports as they may reasonably require in connection with matters relating to the provision of the Services;

3.3.3 comply with all reasonable standards of safety and comply with the Company and any Group Company's health and safety procedures from time to time in force at any premises where the Services are provided and report to the Company any unsafe working conditions or practices;

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3.3.4 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

3.3.5 comply with any Company or Group Company practices and policies that are communicated to it or them from time to time; and

3.3.6 use its best endeavours to ensure that the Consultant is available at all times on reasonable notice to provide such assistance or information, or to attend such meetings, as the Company may reasonably require.

3.4 While the Supplier and the Consultant's method of work are their own the Consultant shall, and the Supplier shall procure that the Consultant shall, comply with the reasonable requests of the Board and shall work and co operate with any servant or agent or other consultant of the Company.

3.5 Unless they have been specifically authorised to do so by the Company in writing, neither the Supplier nor the Consultant shall:

3.5.1 have any authority to incur any expenditure in the name of or for the account of the Company or any Group Company; or

3.5.2 hold themselves out as having authority to bind the Company or any Group Company.

3.6 The Consultant and the Supplier shall, and the Supplier shall procure that the Consult shall, during the Term take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to its or their knowledge and in any event before the same shall have been offered by the Supplier or the Consultant (or caused by the Supplier or the Consultant to be offered) to any other party provided that nothing in this clause shall require the Supplier or the Consultant to disclose any Business Opportunities to the Company if to do so would result in a breach by the Supplier or the Consultant of any obligation of confidentiality or of any fiduciary duty owed by it or them to any third party.

3.7 The Consultant must comply with all applicable laws, regulations and codes relating to the Company's listed status including but not limited to the FCA's Listing Rules, the Disclosure Guidance and Transparency Rules, the Market Abuse Regulation, the City Code on Takeovers & Mergers, the Financial Services & Markets Act 2000 and the Financial Services Act 2012.

3.8 The Consultant must comply with the Company's policies from time to time, including without limitation those on insider information, share dealing, anti-bribery, use of social media, use of information and use of communication systems.

4. Conflicts of interest

4.1 During the Term and for six months after the Termination Date the Supplier shall not, whether alone, jointly, with or on behalf of any other person, firm or company, except as a representative or nominee of the Company or any Group Company or otherwise with the prior consent in writing of the Board (such consent not to be unreasonably withheld) directly or indirectly be engaged, concerned or interested in or supply any services similar to those supplied under this agreement the services of the Supplier to any other business which:

4.1.1 is wholly or partly in competition with any business carried on by the Company or any Group Company whether by themselves, in partnership, common ownership or as a joint venture with any third party; or

4.1.2 as regards any goods or services is a supplier to or customer of the Company or any Group Company.

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4.2 Clause 4.1 will not prevent either the Supplier from holding (directly or through nominees) by way of bona fide personal investment any units of any authorised unit trust and up to 5% of the issued shares, debentures or other securities of any class of any company whose shares are listed on a recognised investment exchange within the meaning of section 285 Financial Services and Markets Act 2000 or dealt in the Alternative Investment Market.

4.3 Subject to the provisions of this clause 4, the Supplier shall be entitled to engage in other activities during this agreement provided that such activities do not interfere with the provision of the Services and that such activity does not cause a breach of the Supplier's obligations under this agreement.

5. Fees and expenses

5.1 The Company shall pay to the Supplier in consideration of the Services an annual fee of 144,000 GBP (one hundred and forty four thousand pounds) exclusive of Value Added Tax where applicable, such fee being payable monthly in arrears. The Supplier shall receive no fee when it is unable to provide Services whether through illness or injury of the Consultant or for any other reason.

5.2 The Supplier shall render monthly invoices to the Company in respect of the fees referred to above setting out the days worked to the reasonable satisfaction of the Company and where the Supplier is registered for Value Added Tax shall show any Value Added Tax separately on such invoices. The Company shall pay any amounts due within seven days of receipt of such invoice. No payment shall be due from the Company to the Supplier unless the Supplier has issued a proper invoice (or a proper Value Added Tax invoice if the Supplier is registered for Value Added Tax) in respect of the relevant payment.

5.3 The Supplier shall supply the Company with details of its Value Added Tax registration number (if applicable).

5.4 The Supplier shall be entitled to be reimbursed all out-of-pocket expenses (including travelling and entertainment expenses but not parking or road traffic offence fines) reasonably incurred by it or the Consultant in the proper performance of the Services, subject to the production of such receipts as the Company may require.

5.5 The Supplier shall be responsible for all tax liabilities (other than Value Added Tax liability payable by the Company under clause 5.2) arising in respect of the Services and shall itself account to the appropriate authority for all tax and National Insurance or similar contributions payable in respect of the supply to the Company of the Services.

5.6 The Company shall be entitled to deduct from the fees (and any other sums) due to the Supplier any sums that the Supplier or the Consultant may owe to the Company or any Group Company at any time and that any amounts outstanding after such deduction (if any) will be recoverable from the Supplier by the Company as a debt.

5.7 Payment in full or part of the fees claimed under this clause 5 shall be without prejudice to any claims or rights of the Company or any Group Company against the Supplier or the Consultant in respect of the provision of the Services.

6. Indemnities and insurance

6.1 Neither the Company nor any Group Company shall be liable for any loss, damage or injury suffered by:

6.1.1 the Supplier or the Consultant or any Substitute arising out of or in connection with, and including any negligent or reckless act, omission or default in, the provision of the Services or any breach by the Consultant or any Substitute of the terms of this agreement except

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insofar as it arises wholly as a result of negligence or wilful default on the part of the Company or any of its employees; or

6.1.2 any other person where such loss, damage or injury is caused by the Supplier or the Consultant or any Substitute arising out of or in connection with the provision of the Services.

6.2 The Supplier and the Consultant shall jointly and severally indemnify the Company and any Group Company against any and all claims, liabilities, actions, proceedings, losses, damages, demands, costs, charges and expenses (including but not limited to legal and professional fees incurred) arising from:

6.2.1 any loss, damage or injury as detailed in clause 6.1.1; and

6.2.2 any loss, damage or injury (including death) to any person arising out of any act, default, omission or negligence of the Supplier or the Consultant or any Substitute.

6.3 The Supplier shall at its own cost be responsible for maintaining a suitable policy of insurance to cover:

6.3.1 liability in respect of any act, default or omission by the Supplier or the Consultant or any Substitute arising out of or in connection with the provision of the Services; and

6.3.2 public liability.

6.4 The Supplier shall supply to the Company on request a valid certificate of insurance in respect of each policy referred to in clause 6.3 and evidence that the premiums on them have been paid. The Consultant shall comply with the terms of any such insurance policy at all times.

6.5 The Consultant will maintain adequate liability insurance coverage and ensure that the Company's interest is noted on the policy, and will supply a copy of the policy to the Company on request.

7. Intellectual Property Rights

7.1 The Supplier and the Consultant shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by the Consultant at any time during the course of providing the Services which relate to, or are reasonably capable of being used in, the business of the Company or any Group Company. The Supplier and the Consultant acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Supplier and the Consultant hold them on trust for the Company and any Group Company. The Supplier and the Consultant agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 7.1.

7.2 The Supplier and the Consultant hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in any existing or future works referred to in clause 7.1.

7.3 The Supplier and the Consultant irrevocably appoint the Company to be their attorney in their name and on their behalf to execute documents, use the Supplier and/or the Consultant's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause 7.3. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

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7.4 The Supplier and the Consultant agree to indemnify and keep indemnified on a joint and several basis the Company and any Group Company at all times against all or any costs, claims, damages or expenses incurred by the Company or any Group Company, or for which the Company or any Group Company may become liable, with respect to any intellectual property infringement claim or other claim relating to Inventions and all works embodying Intellectual Property Rights supplied by the Supplier or the Consultant to the Company during the course of providing the Services. The Supplier shall and shall procure that the Consultant shall maintain adequate liability insurance coverage and ensure that the Company's interest is noted on the policy, and shall supply a copy of the policy to the Company on request. The Company may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

8. Confidential information and Company property

8.1 The Supplier and the Consultant acknowledge that, during the Term, the Consultant shall in the provision of the Services become aware of trade secrets and other confidential information relating to the Company, any Group Company, their businesses and their past, current or prospective clients or customers and their businesses which shall include (without limitation):

8.1.1 lists and details of customers and potential customers of, or suppliers and potential suppliers to, any of those businesses;

8.1.2 processes or methods used or to be used in any of those businesses;

8.1.3 goods or services sold or supplied or proposed to be sold or supplied by any of those businesses, pricing policies and terms of business;

8.1.4 any computer software used in any of those businesses;

8.1.5 business development plans and future product ideas of any of those businesses; and

8.1.6 management accounts of the Company or any Group Company.

8.2 Without prejudice to their general duties under common law in relation to such trade secrets and other confidential information, the Supplier and the Consultant shall not, and the Supplier shall procure that the Consultant shall not, either during the Term or at any time after the Termination Date disclose or communicate to any person or persons (other than the Board) or make use of or copy (except in the proper performance of the Services) and shall use their best endeavours, and the Supplier shall procure that the Consultant shall use his best endeavours, to prevent any disclosure, communication or use by any other person of any such trade secrets or information and all books, notes, memoranda, correspondence, papers, drawings, designs, documents, records, computer disks, computer hardware or computer software containing such trade secrets or confidential information.

8.3 The restriction in clause 8.2 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Supplier or the Consultant.

8.4 All documents and software (both originals and copies) which were prepared by the Supplier or the Consultant or which have come into its or his possession in the course of providing the Services or which relate to the business of the Company or any Group Company or any of their customers or clients shall be the property of the Company.

8.5 On the Termination Date, or at any other time upon the Company's request, the Supplier and Consultant shall, and the Supplier shall procure that the Consultant shall, return to the Company immediately all originals and copies of all documents, software, accounts, client product services list, computer disks, printouts (without

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retaining any copies) and all property and information in its or his possession or control which belongs or relates in any way to the business of the Company or any Group Company or their customers or clients and will delete any such material, items, property and information from any laptop or personal computer program or disks in its or his possession or under its or his control.

9. Status

9.1 The relationship of the Supplier and the Consultant to the Company and any Group Company will be that of independent contractor and nothing in this agreement will render the Supplier or the Consultant an employee, worker, agent or partner of the Company or any Group Company and the Supplier will not hold itself out as such and will procure that the Consultant will not hold itself out as such.

9.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier and the Consultant will be fully responsible for and will indemnify the Company and any Group Company on a joint and several basis for and in respect of:

9.2.1 any employment related claim or claim based on employment status made by the Consultant;

9.2.2 any claim or allegation that the contract of employment or engagement of the Consultant transfers to the Company, any Group Company or any third party appointed by the Company or any Group Company on or following the termination of this agreement, by reason of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or otherwise;

9.2.3 all tax liabilities (other than VAT liability payable by the Company under clause 5.2) arising in respect of the Services (and the Supplier will account to the appropriate authority for all tax and National Insurance or similar contributions payable in respect of the supply to the Company of the Services); and

9.2.4 any and all claims, liabilities, damages, demands, costs, charges and expenses (other than VAT liability detailed above), including but not limited to legal and professional fees incurred by the Company, that may be made by the relevant authorities against the Company in respect of tax or National Insurance or similar contributions (which will include any penalties or interest on such contributions) relating to the supply of the Services to the Company.

9.3 If the Company suffers any claims, liabilities, actions, proceedings, losses, damages, demands, costs, charges or expenses (**Loss**) in respect of which the Supplier or the Consultants is liable to make a payment (**Indemnity Payment**) to the Company under clause 6.2 or 9.2 and the Indemnity Payment is taxable in the Company's hands but the Loss is not deductible in calculating that tax liability, then the Supplier or the Consultant shall pay such additional amount to the Company as the Company's tax advisers certify is necessary to put the Company in the net tax position it would have been in if the Indemnity Payment was not taxable in the Company's hands and the Loss was not deductible by the Company, for tax purposes.

9.4 The Supplier acknowledges that any amount due and outstanding in respect of the indemnity contained in clauses 6.2 or 9.2 may be deducted from any future payments due to the Supplier under this agreement and that any amounts outstanding after such deduction (if any) will be recoverable from the Supplier by the Company as a debt.

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10. Representations and warranties

10.1 The Supplier represents and warrants to the Company that:

10.1.1 the Consultant is an employee of the Supplier;

10.1.2 it has the right to make the Consultant available to the Company to provide the services of the Consultant in accordance with the terms and conditions of this agreement and that by so doing it shall not be in breach of any obligation (contractual or otherwise) to any third party which would entitle that third party to damages or any other remedy at law; and

10.1.3 neither it nor the Consultant is under any obligation, covenant or restriction which would or might operate to prevent or restrict it or the Consultant from performing his obligations under this agreement or which may give rise to any conflict of interest between the Consultant and the Company.

10.2 The Consultant represents and warrants that, with the agreement of the Supplier, he has the right to provide the Services and that by so doing he shall not be in breach of any obligation (contractual or otherwise) to any third party which would entitle that third party to damages or any other remedy at law.

11. Data protection

11.1 The Company will hold and process your personal data for the purposes of complying with this agreement, its obligations under law and in its legitimate interests. Details can be found in the Fair Processing Notice set out in Schedule 3.

11.2 The Consultant will comply with any data protection policy communicated to him when processing personal data in the course of the Engagement, including personal data relating to any employee, contractor, customer, client, supplier or agent of the Company or any Group Company.

11.3 The Consultant will use his best endeavours to ensure that any personal data relating to clients or customers of the Company and any Group Company will be held securely and will not be processed or communicated to any third parties.

12. Termination

12.1 Notwithstanding the provisions of clause 2.2, the Company shall be entitled to terminate this agreement with immediate effect, with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time:

12.1.1 the Supplier or the Consultant fails to procure the provision of the Services to the reasonable satisfaction of the Company;

12.1.2 the Supplier or the Consultant commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company or any Group Company;

12.1.3 the Consultant is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

12.1.4 the Supplier or the Consultant are in the reasonable opinion of the Company negligent or incompetent in the performance of the Services;

12.1.5 the Consultant is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against him under the County Court Act 1984; or

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12.1.6 the Supplier or the Consultant commit any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Supplier, the Consultant or the Company or any Group Company into disrepute or is materially adverse to the interests of the Company or any Group Company.

12.2 The rights of the Company under clause 12.1 are without prejudice to any other rights or remedies that the Company or any Group Company might have at law to terminate this agreement or to accept any breach of this agreement on the part of the Supplier or the Consultant as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate will not constitute a waiver of these rights.

12.3 Neither the Supplier nor the Consultant shall, and the Supplier shall procure that the Consultant shall not, represent itself or himself as continuing to be in any way connected to the Company, at any time after the expiry or termination of this agreement (howsoever occurring).

12.4 On termination if required by the Company, the Supplier shall procure that the Consultant shall resign as a director of the Company and of any Group Companies of which the Consultant is a director.

13. Notices

Any notice to be given under this agreement shall be in writing. Notices may be served by either party by personal service or by first class post addressed to the other party at its registered office for the time being and any notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post would be delivered in the ordinary course of post.

14. General

14.1 This agreement (including the schedules to it), together with any documents referred to herein or required to be entered into pursuant to this agreement, constitutes the entire and only legally binding agreement and understanding between the parties relating to the engagement of the Supplier or the Consultant by the Company or any Group Company and supersedes any previous agreements, arrangements or understandings (both oral and written) relating to the subject matter of this agreement and any such document and all such agreements, arrangements or understandings shall be deemed to have been terminated with mutual consent with effect from the date hereof.

14.2 Neither the Consultant nor the Supplier has been induced to enter into this agreement in reliance on, nor have they been given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as are expressly set out in this agreement, provided that nothing in this clause 14 shall limit or exclude the liability of the Company for fraud.

14.3 No variation to this agreement shall be effective unless made in writing signed by or on behalf of the parties and expressed to be such a variation.

14.4 Any remedy or right conferred upon the Company for breach of this agreement shall be in addition to and without prejudice to all other rights and remedies available to it. No failure or delay by the Company in exercising any remedy, right, power or privilege under or in relation to this agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or exercise of any other remedy, right, power or privilege.

14.5 No waiver by the Company of any of the requirements of this agreement or of any of its rights under this agreement shall have effect unless given in writing signed by the Board. No waiver of any particular breach of the provisions of this agreement shall operate as a waiver of any repetition of such breach.

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14.6 The rights and remedies provided by this agreement are non exclusive and (subject as otherwise provided in this agreement) are in addition to and without prejudice to all other rights or remedies available at law.

14.7 Any Group Company may, subject to the written consent of the Company, enforce or take the benefit of those clauses of this agreement in which reference expressly made to such Group Companies, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. No consent of any such Group Company will be required for the variation or rescission of this agreement (including without limitation this clause 14.7). Except as provided in this clause 14.7, a person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

14.8 This agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of England.

14.9 In the event of any claim, dispute or difference arising out of or in connection with this agreement the parties hereto irrevocably agree and submit to the exclusive jurisdiction of the courts of England.

15. Execution as a deed

This document has been executed as a deed but is not delivered until it has been dated.

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Schedule 1
Definitions and interpretation
(Clause 1)

1. The provisions of Schedule 1 apply to the interpretation of this agreement including the schedules.

2. In this agreement, the following words and expressions have the following meanings:

Admission	the effective admission of the Company's ordinary shares of £0.001 each to listing on the Official List maintained by the Financial Conduct Authority and to trading on the London Stock Exchange plc's main market for listed securities or AIM or Aquis.
Board	the board of directors of the Company (including any committee of the Board duly appointed by it).
Business Opportunities	any opportunities which the Supplier or the Consultant become aware of during the Term which relate to the business carried on by the Company or any Group Company or which the Board reasonably considers might be of benefit to the Company or any Group Company.
Group Company	any company which is for the time being a subsidiary or a holding company of the Company or a subsidiary of any such company (**subsidiary** and **holding company** shall have the meaning set out in section 1159 Companies Act 2006 as amended or re-enacted).
Intellectual Property Rights	patents and other rights in inventions, trade marks, trade, business and domain names, service marks, rights in designs, copyright, rights in databases, rights in computer software, utility models, plant breeders' rights, semiconductor topography rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, in whatever form or media, and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world, for the full term of protection of such intellectual property rights (including any renewals and extensions).
Inventions	inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
Services	the services described in Schedule 2of this agreement or such other services as may from time to time be agreed between the Company and the Supplier.
Term	the period of the Supplier's engagement hereunder.
Termination Date	the date on which the engagement of the Supplier under this agreement shall terminate for whatever reason.

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3. The headings in this agreement are inserted for convenience only and shall not affect its construction.
4. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
7. References to any statute, statutory instrument or any statutory provision shall be construed as references to the statute, statutory instrument or statutory provision as in force at the date of this agreement and as subsequently re enacted, consolidated or amended and shall include references to any statute, statutory instrument or any statutory provision of which it is a re enactment, consolidation or amendment.
8. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

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Schedule 2
Services

Provide services as Consultant to the Company.

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Schedule 3
Fair processing notice

To the Consultant

1. About this document

During the course of the Company's activities it will process personal data (which may be held on paper, electronically, or otherwise) about you and it recognises the need to treat such personal data in an appropriate and lawful manner, in accordance with the EU General Data Protection Regulation (to the extent retained in English law). The purpose of this notice is to make you aware of how the Company will handle your personal data.

2. Data Controller

2.1 The Company is the data controller of your personal data i.e. the ultimate controller of how all personal information about you is stored, processed or transferred.

2.2 If you have any queries about this notice or issues in relation to the processing of your personal data, please contact the Company Secretary.

3. Personal Data

Personal data means recorded information the Company holds about you from which you can be identified. It may include contact details, other personal information, photographs, expressions of opinion about you or indications as to the Company's intentions about you. It may also include special or sensitive categories of data, such as health data.

4. Fair and lawful processing

4.1 The Company will only process your personal data for the following purposes:

4.1.1 in order to fulfil the Company's obligations to you under this agreement (e.g. where the Company uses your bank details to arrange payment of your fees and expenses to you);

4.1.2 for one of the Company's legitimate interests, which include intra-group company transfers of all data for administrative purposes;

4.1.3 in the ordinary course of business, for example your name and contact details may be included within emails you send on the Company's behalf, which are retained on the Company's computer systems;

4.1.4 providing information to current and prospective customers of the business in which you work;

4.1.5 to effectively monitor performance and productivity levels;

4.1.6 for any purpose required by law.

4.2 Any sensitive categories of personal data, such as health data, that we process will be processed only:

4.2.1 for the purpose of carrying out our obligations; or

4.2.2 in the course of making or defending legal claims.

4.3 Please note that if the Company requests details from you in connection with the purposes above and you fail to provide such information, then in some cases the Company may not be able to fulfil its obligations to you (e.g. the Company requires your bank account details to pay you).

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5. Transfer of personal data and processing by the Company's affiliates outside the UK

5.1 The Company may need to transfer personal data relating to you (including, without limitation, name, address, date of birth, position and all information related to the Engagement for this purpose) to its affiliated companies outside the UK.

5.2 Before we do so, we will ensure that any such affiliate is obliged to comply with policies and procedures which ensure that your privacy is protected, and that you have the same rights as if your data were retained within the UK. However, you should be aware that the laws of the countries in which such affiliates are located may not provide an equivalent level of protection to that which you have under English law.

6. Retention of data

6.1 The Company will retain your personal data whilst you remain as a contractor. After the Engagement ends for whatever reason, we may retain your information:

6.1.1 for a period seven years after the Termination Date; and/or

6.1.2 for as long as is necessary to comply with any legal requirement; and/or

6.1.3 for our legitimate business interests (such as to resolve any issues you might raise following the Termination Date); and/or

6.1.4 in aggregated and/or anonymised form.

7. Miscellaneous

7.1 You may request access to, correction of or a copy of your information from the Company at any time. You may also ask the Company to stop using your data at any time (if certain criteria apply).

7.2 If the basis on which the Company has acquired your data is by your prior written consent, you may also withdraw this consent at any time.

7.3 If you consider the Company's use of your personal information to be unlawful, you have the right to lodge a complaint with the UK's supervisory authority, i.e. the Information Commissioner's Office. For further details, please visit www.ico.org.uk.

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Executed as a deed by
KONDOR AI PLC
acting by a director in the presence of:

Signature……
PrintName…Nicholas Lyth……..

Witness' signature: George Lyth

Witness' name: George Lyth

Address: 15a Simmondley New Road, Glossop, Derbyshire SK13 6LP

Occupation: Trainee Surveyor

Signed as a deed on behalf of
TORO CONSULTING LTD., a company incorporated in British Colombia,
by person(s) who, in accordance with the laws of that territory, is / are acting under the authority of the company

Signature(s)

……..

Name: ……Jonathan Bixby……

Authorised signatory/signatories

Signed as a deed by
JONATHAN BIXBY
in the presence of:

……..

Witness' signature:

Witness' name: Shannon Wall

Address: 2592 Bowker Avenue
Victoria BC
V8R2G1
Canada

Occupation: College Lecturer