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AQSE CORPORATE ADVISER AGREEMENT

FIRST SENTINEL CORPORATE FINANCE LIMITED

And

ORA TECHNOLOGY PLC

And

THE DIRECTORS OF ORA TECHNOLOGY PLC

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DATE: 22 June 2023

PARTIES:

(1) **FIRST SENTINEL CORPORATE FINANCE LIMITED** (registered in England and Wales with number 07832675) whose registered office is situated at Ground Floor, 72 Charlotte Street, London, W1T 4QQ (**First Sentinel**);

(2) **ORA Technology Plc** a company incorporated and registered in England with the company registration number 13720688 whose registered office is situated at Ground Floor, 72 Charlotte Street, London, W1T 4QQ (**the Company**); and

(3) The directors of the Company whose names and addresses are set out in Part 1 of Schedule 2 (**Directors**).

Preliminary

The Company wishes to appoint, and First Sentinel has agreed to act as an AQSE Corporate Adviser to the Company subject to and in accordance with the terms of this Agreement.

1. Definitions

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

2. Commencement of the Agreement

The Agreement shall commence on the date of Admission (the **Commencement Date**).

3. Term and termination of the Agreement

3.1 The Company shall retain First Sentinel as its AQSE Corporate Adviser (provided always that First Sentinel remains approved as such by AQSE) on the terms set out in this Agreement from the Commencement Date.

3.2 Subject to the provisions of this clause 3, this Agreement shall be for an initial term of 12 months from the Commencement Date (the **Initial Term**) and thereafter on a rolling 12-month basis.

3.3 This Agreement shall continue unless and until it is terminated by either party giving not less than 3 (three) months' prior written notice, provided that any such notice shall not expire prior to the end of the Initial Term.

3.4 Notwithstanding the foregoing:

3.4.1 the Company shall be entitled to terminate the Agreement at any time upon giving written notice either if First Sentinel ceases to be approved as an AQSE Corporate Adviser or if First Sentinel commits a material breach of its obligations hereunder and such breach (if capable of remedy) remains un-remedied within 10 (ten) Business Days of receipt of written notice from the Company specifying the breach and requiring it to be remedied;

3.4.2 First Sentinel shall be entitled to resign as the Company's AQSE Corporate Adviser at any time with immediate effect if the

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Company or any of the other parties to this Agreement is in material breach of his or its obligations hereunder or of the AQSE Rules or of English Law or of any undertaking or declaration to the AQSE or any other exchange or regulatory authority and such breach (if capable of remedy) remains un-remedied within 10 (ten) Business Days of receipt of written notice from First Sentinel specifying the breach and requiring it to be remedied;

3.4.3 First Sentinel shall be entitled to resign as the Company's AQSE Corporate Adviser with immediate effect at any time if First Sentinel considers (acting reasonably) that: (i) any proposed expansion, development, evolution or conduct of the Company's business is not in the best interests of the Company and its shareholders as a whole; or (ii) it is, or as a result of such business change will, not be suitable for the Company's Share Capital to be traded on AQSE and to continue to trade in such circumstances will include a breach of the AQSE Rules or other AQSE guidance by the Company; or (iii) the Company and/or its Directors fails to comply with advice given to the Company and/or the Directors by First Sentinel; or (iv) it would jeopardise or damage First Sentinel's reputation to continue to act as AQSE Corporate Adviser to the Company;

3.4.4 First Sentinel shall be entitled to resign as the Company's AQSE Corporate Adviser if the Company or any member of the Group becomes insolvent or unable or deemed unable to pay its debts as and when they fall due or is it involved in any administration, receivership, liquidation or insolvency proceedings or makes an arrangement with any of its members or creditors except for the purposes of and followed by reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by First Sentinel (such approval not to be unreasonably withheld or delayed) before that step is taken; and

3.4.5 First Sentinel shall be entitled to resign as the Company's AQSE Corporate Adviser if any fees or expenses due to First Sentinel from the Company shall not be paid on its respective due date subject to the Company having received ten Business Days' written notice from First Sentinel that the same remains unpaid.

3.5 The rights of termination under this Agreement shall be in addition to and not to the exclusion of any other remedies available in law.

3.6 Termination will not affect any legal rights or obligations which may already have accrued to or been incurred by any party to this Agreement or affect any representations, confirmations or indemnities given by the Company and/or its Directors in the Agreement.

3.7 Termination shall not affect or prejudice any right to damages or other remedies which the terminating party may have in respect of the event which gave rise to the termination or any other right to damages or other remedies which any party may have in respect of any breach of this Agreement which existed at or before the date of termination.

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3.8 Any rights to which any of the parties to this Agreement may be entitled before such termination shall remain in full force and effect.

4. Fees

4.1 In consideration for the First Sentinel Services, the Company shall pay to First Sentinel an annual fee of £42,000 (forty-two thousand pounds) which shall be payable monthly in advance, the first payment of £3,500 (three thousand five hundred pounds) being due on the Commencement Date.

4.2 The Company shall pay to First Sentinel (on any funds raised by First Sentinel, payable from the proceeds of the fundraising) a commission of 6% payable in cash, unless otherwise agreed in writing by the parties

4.3 Irrespective of whether a transaction is completed or not, the Company also agrees to pay all reasonably and properly incurred costs, charges, and expenses of, or incidental to, or incurred in connection with, the Engagement or the transaction(s) contemplated by this Engagement Letter.

4.4 The Company shall, in the event that this Agreement is terminated either by the Company or by First Sentinel in accordance with clause 3.4, or otherwise, as soon as reasonably practicable pay all fees due up to and including such termination date to First Sentinel in accordance with this clause 4.

4.5 Subject to clause 4.7 the Company will bear, and agrees to be responsible for, all reasonable and proper costs, charges and expenses of or incidental to this Agreement, including without limitation:

4.5.1 the fees of its own professional and other advisers;

4.5.2 the cost (if any) of printing and distributing shareholder documents;

4.5.3 the receiving banker or registrars' fees in relation to any issue of ordinary shares or offer for ordinary shares;

4.5.4 all stamp duty and stamp duty reserve tax and any related fines, costs, penalties or interest otherwise payable by First Sentinel;

4.5.5 all fees and expenses payable to the Takeover Panel, the FCA, the AQSE or any other exchange or regulatory body;

4.5.6 any due diligence costs reasonably incurred by First Sentinel in order to satisfy the AQSE Rules in relation to the engagement of the Company; and

4.5.7 any costs agreed by the Company in writing, incurred by First Sentinel in connection with specific due diligence concerning board appointments following the Commencement Date and the Company will forthwith upon request by First Sentinel reimburse First Sentinel the amount of any such expenses which First Sentinel has paid on behalf of the Company.

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4.6 Any cost exceeding £1,000 (one thousand pounds) shall be agreed with the Company in advance in writing.

4.7 First Sentinel shall ensure that invoices in respect of costs, charges and expenses referred to in clause 4.5 above are addressed to the Company.

4.8 Any payments due pursuant to this clause 4 shall be for the provision by First Sentinel of the services to be provided by First Sentinel in its capacity as the Company's AQSE Corporate Adviser contained in clause 6 (the **First Sentinel Services**) and shall be in addition to and shall not include any fees in respect of any advice First Sentinel may be engaged to provide on any specific transaction, position or situation on behalf of the Company to the extent that advice falls outside the scope of the First Sentinel Services, subject to prior arrangement with the Company.

4.9 If a Substantial Transaction, Related Party Transaction or Reverse Takeover is undertaken during the term of engagement of First Sentinel, then First Sentinel and the Company shall agree an additional fee at such time in regard to the additional services to be provided by First Sentinel to implement such Substantial Transaction, Related Party Transaction or Reverse Takeover.

4.10 For the purposes of this clause 4:

4.10.1 "**Substantial Transaction**" shall include a corporate transaction undertaken by the Company which requires shareholder approval at a general meeting, including (but not limited to) transactions undertaken in accordance with the Rule 3.7 of the AQSE Rules;

4.10.2 "**Related Party Transaction**" shall include a transaction falling within the requirements of Rule 4.6 of the AQSE Rules; and

4.10.3 "**Reverse Takeover**" shall include a transaction falling within the requirements of Rule 3.6 of the AQSE Rules.

4.11 If the Company is subject to any regulatory investigation (including AQSE and the FCA) other than that of a routine nature which does not require significant input of time on the part of First Sentinel, then First Sentinel and the Company shall agree an additional fee at such time in relation to the matter.

4.12 All fees payable to First Sentinel are non-refundable.

4.13 Subject to the Company's prior written approval (except in the case of commissions under clause 4.3), First Sentinel is authorised to deduct, from any amounts received or held by it on behalf of the Company, any amount(s) to which it is entitled under this Agreement.

4.14 Where First Sentinel receives amounts by way of reimbursement, the Company agrees to pay to First Sentinel in respect of Value Added Tax:

4.14.1 if any reimbursement constitutes part of the consideration for any supply of services by First Sentinel to the Company, any Value Added Tax thereon together with such amount as equals any Value Added Tax payable by First Sentinel in respect of the same costs

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or expenses, for which it is unable to take any credit or make any recovery; and

4.14.2 if any costs or expenses constitute disbursements incurred by First Sentinel as agent on behalf of the Company, any Value Added Tax thereon payable by First Sentinel.

4.15 All sums payable to First Sentinel under this Agreement shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law, in which event the relevant person shall pay such additional amount as shall be required to ensure that the net amount received by First Sentinel will equal the full amount which would have been received by it had no such deduction or withholding been made.

4.16 Save in respect of any fees payable to First Sentinel pursuant to this clause 4, if the United Kingdom HM Revenues and Customs or any other tax authority brings into charge to tax (or into any computation of income, profit or gains for the purposes of any charge to tax) any sum payable to First Sentinel under this Agreement, then the person liable to make such payment shall pay such additional amount as shall be required to ensure that after deduction of the tax so chargeable there remains a sum equal to the amount that would otherwise be payable to First Sentinel under this Agreement (additional payments being made on demand of First Sentinel).

4.17 If any party defaults in the payment when due of any sum payable under this Agreement (whether payable by agreement or by an order of a court or otherwise), the liability of that party shall be increased to include interest on that sum from the date when such payment was due until the date of actual payment at a rate per annum of 2 per cent. above the base rate from time to time of Barclays Bank plc in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue from day to day and shall be compounded annually.

5. Continued trading on AQSE

5.1 The Company shall at all times use its reasonable endeavours to comply with all requirements of AQSE and ensure that all AQSE fees are paid promptly.

5.2 Each of the Company and the Directors undertakes to use its reasonable endeavours to procure all such information and documents and execute all such applications and documents and do all such other things as may reasonably be required by AQSE and First Sentinel from time to time.

6. Duties of the AQSE Corporate Adviser

6.1 Subject to clause 3, First Sentinel shall on behalf of the Company act as the Company's AQSE Corporate Adviser in accordance with the requirements of the AQSE Corporate Adviser Handbook.

6.2 Following the date of this Agreement, for the period during which First Sentinel acts as the Company's AQSE Corporate Adviser, First Sentinel shall review prior to release to RIS any information to be announced by the Company and such announcements shall be authorised for release by such number of Directors and verified by the Company as First Sentinel considers applicable. First Sentinel will also, subject to receipt of the relevant documents from the Company, maintain a file

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relating to the Company, available at all times, if appropriate, to AQSE, containing the documents required to be available therein by AQSE.

6.3 First Sentinel's responsibilities shall not include verifying any advice (verbal or written) provided to them by professional parties including, but not limited to, solicitors and accountants retained by the Company. First Sentinel shall be entitled to rely on such advice.

6.4 First Sentinel will, as the Company's AQSE Corporate Adviser, advise and guide the Directors and the Company in relation to their responsibilities and obligations in complying on an ongoing basis with the AQSE Rules and provide general financial advice to the Company and the Directors in relation to matters concerning AQSE and/or the Takeover Code (to the extent applicable) and other matters relevant to a company traded on AQSE, including but not limited to:

6.4.1 advise and guide the Directors of the Company, when appropriate or required, as to their responsibilities and obligations with a view to ensuring compliance by the Company on an ongoing basis with the AQSE Rules;

6.4.2 if the Company is subject to any offer or undertakes a transaction requiring, either a Rule 9 whitewash under the Takeover Code or, pursuant to its Articles of Association, the equivalent of a Rule 9 whitewash, during the term of engagement of First Sentinel, then First Sentinel will be engaged to act as the Company's Rule 3 adviser (if, or as if, the Takeover Code applies to such offer) and the appropriate fees will be negotiated and agreed between the parties;

6.4.3 provide advice to the Directors of the Company on a preliminary basis, as and when requested in respect of other potential offers, acquisitions, disposals, finance raising and other corporate and strategic actions or financial matters including as regards the provisions of the Takeover Code (save that detailed advice in relation to the Takeover Code apart from Rule 9 might be subject to a fee to be agreed at the relevant time);

6.4.4 liaise with the AQSE where requested to do so and provide the AQSE with such information in such form and within such time limits as the AQSE may reasonably require in relation to the Company under the AQSE Rules;

6.4.5 assistance in the selection of other advisers;

6.4.6 assisting as reasonably required and when requested, in the review and making of all announcements required under the AQSE Rules to be made by the Company to a regulatory information service;

6.4.7 use its reasonable endeavours to develop an awareness of the Company and its business with institutional and other shareholders whether by way of meetings and presentations or otherwise and

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provide guidance on market expectations and feedback on a regular basis on institutional investor perception of the Company;

6.4.8 monitor and report to the Company where appropriate on the trading of its ordinary shares and significant movements in its ordinary share price and volumes;

6.4.9 advise the Company on investment conditions and the pricing and liquidity of its AQSE securities and provide such details to the Company as reasonably requested or required and in so far as available (using reasonable endeavours where relevant to obtain the same) to First Sentinel;

6.4.10 act as the principal point of contact between the investment community and the Company;

6.4.11 when reasonably requested, co-ordinate all transactions in the Company's ordinary shares by its shareholders, directors, employees and other third parties specified by the Company, with a view to maintaining an orderly market in the Company's ordinary shares and at a cost to be agreed at the relevant time;

6.4.12 provide such other reasonable assistance and/or services as are specified from time to time in the AQSE Rules or any relevant regulations of the AQSE as being the responsibility of a broker on such terms (including cost) as First Sentinel and the Company may agree in writing from time to time;

6.4.13 if requested in writing by the Company and agreed in advance between First Sentinel and the Company, on reasonable notice, attending annual general meetings and other general meetings of the Company (but only if such meetings are held in the United Kingdom); and

6.4.14 if requested to do so and if considered appropriate in First Sentinel’s reasonable opinion, processing applications for the admission of any new ordinary shares trading on AQSE issued from time to time, subject to First Sentinel having received the relevant information in reasonable time to enable it to do so.

6.5 First Sentinel’s obligations under this Agreement are subject to it: (a) having conducted due diligence, the scope and results of which are reasonably satisfactory to it; and (b) being reasonably satisfied as to market conditions, documentation and the Company's business and financial condition.

6.6 First Sentinel shall retain the right, to refuse to communicate or approve, or arrange for the communication of, a particular document or announcement and to require the Company to cease to distribute a document or announcement if at any time First Sentinel becomes aware of information which, in its reasonable opinion, renders the document or announcement untrue, inaccurate or misleading or causes it to fail to comply with any applicable law or regulation of any relevant jurisdiction.

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6.7 First Sentinel's responsibilities as the Company's AQSE Corporate Adviser are owed solely to the AQSE under Corporate Adviser Handbook.

7. Duties of the Company and the Directors

7.1 Each of the Directors confirms that he has received a copy of the AQSE Rules setting out, *inter alia*, the continuing obligations of companies whose securities are traded on AQSE and confirms that he understands his obligations as a director of the Company and for so long as he remains a director of the Company he will use his reasonable endeavours to procure that such continuing obligations will be observed by the Company and the Directors. Each of the Directors further confirms that he has received advice and guidance from the Company's legal advisers as to the nature of his responsibilities and obligations under the AQSE Rules, the Company's compliance with the AQSE Rules on an on-going basis, the UK MAR and his status as a director of an AQSE quoted company under the Applicable Law.

7.2 Each of the Directors also confirms that he is familiar with the principles and recommendations of the QCA Code - the code which principles the Company has chosen to have due regard for pursuant to the AQSE Rules. Each of the directors confirm that, for so long as they remain a director of the Company, they will comply with the appropriate level of corporate governance standards as included within the QCA Code insofar as appropriate in relation to the Company's nature and size. In addition, the directors confirm that they have read and understood the requirements of Rule 2.7 of the AQSE Rules and will ensure compliance with these rules, for so long as they remain directors of the Company.

7.3 The Company undertakes to First Sentinel that it will, and each of the Directors (as long as they remain directors of the Company) severally undertakes to procure (in so far as he is able so to do) that the Company will, at all times during the continuance of this Agreement:

7.3.1 have in place sufficient procedures, resources, and controls to enable the Company's and Director's ongoing compliance with the AQSE Rules;

7.3.2 seek advice from First Sentinel regarding the Company's and the Director's compliance with the AQSE Rules whenever appropriate including but not limited to any proposed appointments to the Board and take First Sentinel's advice into account;

7.3.3 shall grant First Sentinel first rights of refusal over any corporate finance / corporate legal work arising out of any corporate transactions entered into or proposed to be entered into by the Company;

7.3.4 have at all times at least one wholly independent non-executive director;

7.3.5 ensure that each of the Company's Directors accepts full responsibility, collectively and individually, for the Company's compliance with the AQSE Rules and put in place procedures to ensure that all Directors and person(s) discharging managerial responsibility comply with the AQSE Rules and any other

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obligations imposed from time to time by AQSE on companies whose securities have been admitted to trading on AQSE on a timely basis;

7.3.6 ensure that each Director and applicable employees discloses without delay all information which the Company needs in order to comply with the AQSE Rules insofar as that information is known to the Director or could with reasonable diligence be ascertained by the Director;

7.3.7 provide First Sentinel with such management information as it may require, to enable First Sentinel to monitor the financial performance of the Company, including if so requested, without limitation, copies of all monthly management accounts of the Company and its subsidiaries if any, as soon as reasonably practicable and in any event within 20 (twenty) Business Days of the end of each calendar month. All such management accounts shall comprise a consolidated balance sheet of the Company as at the end of the period to which they relate together with a consolidated profit and loss account and cashflow statement for such period;

7.3.8 permit (when First Sentinel considers it to be appropriate) a representative of First Sentinel to attend Board meetings of the Company and to provide First Sentinel with reasonable notice of all such meetings, together with details of the proposed agenda and minutes of all such meetings;

7.3.9 notify and consult with First Sentinel on any proposed commitment, agreement, arrangement or transaction, including acquisitions, disposals and fund raisings, which if undertaken may have a material impact on the business or the market perception of the Company or which in the reasonable opinion of First Sentinel, require the Company to make any statement or announcement to the public whether pursuant to the AQSE Rules or otherwise;

7.3.10 notify and consult First Sentinel in advance of making any public announcement or financial promotion relating to it and discuss with First Sentinel any matter which it may be necessary to be made known to the investing public in order to enable the investing public to appraise the position of the Company and to avoid the establishment of a false market in its securities and to ensure that all statements in any financial promotion to be approved or communicated by First Sentinel, or in any statement or announcement issued, are true and not misleading and that any expression of opinion or explanation included in these statements are made on reasonable grounds;

7.3.11 forward to First Sentinel for comment proofs of all documents to be sent to holders of the ordinary shares and provide First Sentinel with the opportunity to comment on such documentation and have such comments included in the same;

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7.3.12 not, except after notifying and consulting First Sentinel in advance, enter into any material commitment or agreement which, in any such case would give rise to any obligation to make any announcement under any Applicable Law or which may involve any obligation (whether contingent or otherwise) to sell or contract to sell, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition of) or to allot any Ordinary Shares, other securities, options over any securities or other securities convertible or exchangeable into securities;

7.3.13 not, except as may be required by any Applicable Law, nor any person on its behalf, make any public announcement, public statement or public communication regarding the Company, whether in response to enquiries or otherwise in relation to any matter or information referred to in clauses 7.3.9 and 7.3.10, without the prior consent of First Sentinel (not to be unreasonably withheld or delayed). Any announcement, statement or communication which the Company is required to make under any Applicable Law or by any provision of this Agreement shall not be released unless the contents and manner of the making of that announcement, statement or communication have first been approved by First Sentinel such approval not to be unreasonably withheld or delayed;

7.3.14 provide First Sentinel with all material information and documents as First Sentinel may require to enable it to discharge its obligations under this Agreement and/or comply with its obligations to the AQSE pursuant to Corporate Adviser Handbook;

7.3.15 ensure that all information provided to First Sentinel by the Company is on the date provided to First Sentinel to the best of the Company's knowledge, information and belief, true in all material respects and agrees that First Sentinel is entitled to place reliance upon such information and that in the event that any Director subsequently becomes aware of any reason or matter which would render such information materially untrue, unfair, inaccurate or misleading, he undertakes to notify First Sentinel immediately;

7.3.16 authorise and direct the Company's auditors and professional advisers to supply First Sentinel with any information concerning the Company which First Sentinel may from time to time reasonably require in its capacity as the Company's AQSE Corporate Adviser;

7.3.17 if so requested by First Sentinel, arrange a meeting between the Directors and First Sentinel, not less than seven Business Days nor more than 25 Business Days prior to the announcement of its financial statements, provide First Sentinel with a report on the financial and trading position of the Company and, if so requested by First Sentinel, provide to First Sentinel prior to that meeting a copy of the latest management accounts in relation to the Company;

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7.3.18 consult with First Sentinel in advance of the proposed appointment of, and service or engagement terms for, any new member of the Board (whether proposed as an executive or non-executive appointment) or senior employee or senior consultant or any proposal to make any material alteration, revision or release in respect of any existing service agreement between the Company and any Director or agreement to appoint any consultant and notify First Sentinel of any material breach of any service agreement;

7.3.19 in respect of any proposals to appoint new Directors (including without exception shadow directors and shareholder representative directors), acknowledge that First Sentinel are required under the Corporate Adviser Handbook to approve the suitability (in their absolute discretion) of any such appointments and not to make any such appointments until and unless First Sentinel have confirmed in writing their acceptance of such appointments;

7.3.20 ensure that all new Directors appointed subsequent to the Commencement Date enter into a deed of adherence in respect of the ongoing obligations hereunder whereby they agree to observe, perform and be bound by the undertakings and other obligations of the Directors then binding upon the Directors under this Agreement to the intent and effect that such person shall be deemed to be a party to this Agreement as a Director save that any new director shall not be liable for any antecedent breaches by any of them;

7.3.21 comply with all proper and reasonable directions given by First Sentinel in relation to compliance with the AQSE Rules;

7.3.22 for so long as First Sentinel shall be AQSE Corporate Adviser to the Company, not to appoint any other financial adviser; and

7.3.23 ensure that at all times, the Company, its Directors, officers, employees, representatives and agents comply with the AQSE Rules, the Companies Act, the Takeover Code (as far as it is applicable to the Company), FSMA, the Prospectus Rules, UK MAR and all other requirements (statutory or otherwise) from time to time in force in relation to companies whose securities are traded on AQSE or otherwise applicable to the Company and will comply without delay with all reasonable and proper directions given by First Sentinel in its role as the Company's AQSE Corporate Adviser in order to ensure compliance by the Company with such requirements.

7.4 Each of the Directors confirms that to his knowledge, having made all reasonable enquiry and adopted and implemented anti-bribery and corruption policies in line with industry best practice, no member of the Group, nor any past or present director or any consultant, officer, agent, employee or other person associated with or acting on behalf of any member of any Group, has directly or indirectly through a third party offered, promised, given, requested, agreed to receive or accepted a bribe, rebate, payoff, influence payment, kickback or other unlawful payment prohibited under the anti-corruption legislation applicable in England and Wales

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from time to time, including but not limited to the UK Bribery Act 2010 or any equivalent applicable legislation in any other jurisdiction.

7.5 The Company undertakes that it will, except as expressly agreed otherwise by First Sentinel:

7.5.1 comply with all statements of intent and undertakings contained in any prospectus or shareholder circular published by the Company;

7.5.2 use all reasonable endeavours to comply as far as it is practicable with the requirements under the QCA Code, as the same may be amended or replaced from time to time;

7.5.3 ensure that each other member of the Group adheres to the provisions of this Agreement in all applicable respects as if each reference in this Agreement to "the Company" contained (where applicable) an additional and separate reference to it; and

7.5.4 inform First Sentinel immediately upon becoming aware of any breach by the Company and/or any director and/or any applicable employee (including any consultant) of the Company of the AQSE Rules and to request the advice and guidance of First Sentinel in relation to all matters relevant to the Company's compliance on an ongoing basis with the AQSE Rules.

7.6 The Company undertakes to First Sentinel that neither any advice rendered by First Sentinel nor any communication from First Sentinel in connection with the services performed by First Sentinel pursuant to this Agreement shall be quoted, or referred to, in any public report, document, release or other communication by the Company or by any related party (within the meaning of the AQSE Rules) without the prior written consent of First Sentinel, such consent not to be unreasonably withheld or delayed, unless the Company comes under a legal or regulatory obligation to disclose it in which event the Company shall so far as possible consult with First Sentinel as to the nature and extent of the disclosure and shall only make any disclosure to the extent required by law or regulation.

8. Indemnity and exclusion of liability

8.1 No claim shall be made against an Indemnified Person by the Company or the Directors or any consultant to recover any damage or loss which the Company or any other person may suffer in connection with the carrying out by First Sentinel of its obligations (or the exercise of its rights) under this Agreement save to the extent that such damage or loss has been finally judicially determined to have arisen from the fraud, gross negligence or wilful default of the Indemnified Persons. Except in relation to liability that cannot be lawfully excluded or limited, First Sentinel's aggregate liability shall not exceed the level of the total annual cash fee paid under the Agreement, provided that, in any case, the liability does not exceed First Sentinel's professional indemnity cover.

8.2 The Company will indemnify and hold harmless the Indemnified Persons against all liabilities, demands, losses, claims, costs, charges and expenses (including reasonable legal fees and expenses) (an **Indemnity Loss**) which any Indemnified Person may suffer or incur as a result of or arising directly or indirectly out of or in connection with the performance by First Sentinel of its obligations to the Company

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under this Agreement and the Company will reimburse the Indemnified Persons for all costs and expenses (including reasonable professional and legal fees) which are reasonably incurred by the Indemnified Persons in connection with preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation or arbitration, in which any Indemnified Person is a party or otherwise involved, and whether or not resulting in liability on the part of any Indemnified Person, save to the extent that any Indemnity Loss has been finally judicially determined to have arisen from the fraud, gross negligence or wilful default of any Indemnified Persons or from any breach by any Indemnified Person of its obligations pursuant to this Agreement.

8.3 In the event of there being any claim against First Sentinel or an Indemnified Person arising out of or in connection with any of the items referred to in clause 8.2, First Sentinel shall, as soon as reasonably practicable, notify the Company of the claim and shall thereafter maintain consultation with the Company on all material aspects of the claim and, at the cost and expense of the Company, provide the Company and its legal advisers with such documents relating to the claim as the Company may reasonably require and First Sentinel shall use its reasonable endeavours to avoid, dispute, resist, appeal or defend the claim and shall make no settlement or compromise of the claim without first consulting with the Company.

8.4 For the avoidance of doubt, should any amount paid or payable under the Indemnities be itself subject to tax in the hands of the recipient or be required by law to be paid under any deduction or withholding, the Company will pay such sum as will after any such tax, deduction or withholding leave the recipient with the same amount as he would have had if no such tax had been payable and no deduction or withholding had been made and such payments and adjustments shall be made as may be necessary to give effect to this clause 8.

8.5 The provisions in this clause 8 shall remain in full force and effect notwithstanding any termination of the Agreement.

9. Money Laundering

First Sentinel will only proceed with this Agreement when the money laundering procedures in accordance with COB have been completed to First Sentinel's satisfaction. In this regard, the Directors, and the Company undertake to supply to First Sentinel with copies of passports of members of the Board certified by a solicitor, evidence of their addresses and the Company's certificate of incorporation and constitutional documents in addition to any other piece of documentation reasonably required by First Sentinel.

10. Directors

Each of the Directors hereby confirms that he has completed the Directors' Declaration and that the information so provided is true, accurate and complete to the best of his knowledge and belief. Each of the Directors undertakes that he will inform First Sentinel as soon as reasonably practicable should the information provided change or require updating.

11. Undertakings

Each of the Directors hereby undertakes to First Sentinel and to the Company that he will (for so long as he remains a director of the Company) comply with the provisions of the AQSE Rules and any Applicable Law relevant to his office as a director of the Company and will so

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far as he is able procure that the Company complies with its obligations under the AQSE Rules and any Applicable Law.

12. Notices

12.1 Any notice to be given under this Agreement shall be given in writing signed by or on behalf of the party giving it and shall be irrevocable without the written consent of the party on whom it is served.

12.2 Any such notice may only be served:

12.2.1 personally by giving it to an individual who is party or to any director or the secretary of any company which is a party; or

12.2.2 by leaving it at or sending it by prepaid first class letter through the post to, the address of the party to be served which is referred to for that purpose in the Schedules to this Agreement or if another address in England shall have been notified by that party to all the other parties for the purposes of this clause by notice given in accordance with this clause 12.2 then to the address of such party which shall have been so notified, for which purpose the latest notification shall supersede all previous notifications.

12.3 Notices shall be deemed served as follows:

12.3.1 in the case of personal service at the time of such service;

12.3.2 in the case of leaving the notice at the relevant address, at the time of leaving it there; and

12.3.3 in the case of service by post, on the fifth Business Day following the day on which it was posted and in proving such service it shall be sufficient to prove that the notice was properly addressed, stamped and posted in the UK.

13. Miscellaneous provisions

13.1 Rights arising from or in connection with this Agreement may not be assigned.

13.2 This Agreement, and any other agreements referred to herein, constitutes the entire and the only legally binding agreement between the Company, First Sentinel, and the Directors in respect of First Sentinel's agreement to act as AQSE Corporate Adviser to the Company.

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

13.4 This Agreement may be executed as two or more counterparts in the same form (facsimile copies of which shall suffice) and execution by all of the parties of at least one of such documents will constitute due execution of this Agreement.

13.5 No waiver by First Sentinel of any of the requirements of this Agreement or of any of their respective rights under this Agreement shall have effect unless given in

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writing signed by a Director of First Sentinel. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.

13.6 Time shall be of the essence in relation to all dates in this Agreement save as extended by mutual agreement between the parties.

13.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and unless specifically agreed in writing between the parties hereto no person other than the parties to this Agreement (and First Sentinel's directors, officers or employees in respect of clause 8) shall have any rights under it nor shall it be enforceable by any person other than the parties to it except as expressly stated in clause 8 in which case Indemnified Persons (other than First Sentinel) may only enforce with the prior written consent of First Sentinel.

13.8 Each of the provisions of this Agreement is severable and distinct from the others and the invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect the continuation in force of the remaining provisions of this Agreement.

13.9 No neglect, indulgence, failure to exercise or delay of any party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any other or future exercise of such right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13.10 First Sentinel is not responsible for providing any legal advice to the Company any director of the Company or any consultant in respect of any applicable laws and regulations and the Company, each of the Directors undertakes to obtain appropriate legal advice in respect of these matters and to communicate to First Sentinel any such advice as is relevant to the carrying out of First Sentinel's services under this Agreement (save to the extent that such advice relates to any dispute or potential dispute with First Sentinel.

13.11 The Company and each of the Directors acknowledges and accepts that First Sentinel may be required by law or by regulatory agencies and authorities to disclose information and deliver documents relating to the Company and/or the Directors in relation to First Sentinel's engagements under this Agreement. Each of them expressly authorises any such disclosure or delivery provided that, to the extent allowed, First Sentinel will provide the Company with prompt prior notice of any such obligations to disclose information.

13.12 All correspondence and papers in First Sentinel's possession or control relating to its engagement under this Agreement shall be and remain First Sentinel's sole property, save for any original documents held to the Company's order.

13.13 First Sentinel is entitled to assume that instructions have been properly authorised by the Company if they are given or purported to be given by an individual or person who is or purports to be and is reasonably believed by First Sentinel to be a director or authorised agent of the Company.

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13.14 The Company authorises First Sentinel to take all such actions on the Company's behalf which are reasonably necessary for, or reasonably incidental to, the carrying out of First Sentinel's responsibilities as the Company's AQSE Corporate Adviser and the Company agrees, on demand in writing given by First Sentinel to the Company, to ratify and confirm everything which First Sentinel shall reasonably and lawfully do in the exercise of such authority. First Sentinel agrees to keep the Company informed as to any actions which it proposes to take in its capacity as AQSE Corporate Adviser to the Company.

13.15 If the Company has entered into or enters into any agreement or arrangement with any adviser and the terms of which provide that the liability of the adviser to the Company or any other person is excluded or limited in any manner and First Sentinel may have joint and/or several liability with such adviser to the Company or to any other person arising out of the performance of its duties under this Agreement, then the Company shall:

13.15.1 not be entitled to recover any amounts from First Sentinel in excess of what would have been the net amount of First Sentinel's liability in the absence of such exclusion or limitation; and

13.15.2 indemnify First Sentinel in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation.

14. Financial Services and Markets Act 2000 (FSMA)

14.1 References to "you" in Clause 14 shall mean the Company and "you" and "your" shall be construed accordingly.

14.2 You have elected to be treated as a "Professional Client" as defined by the FCA Handbook (COBS 3.5). First Sentinel has assessed the Company and its Directors (inclusive of other persons authorised by the Company to carry out transactions on its behalf) (together **Authorised Persons**) expertise, experience and knowledge and that accordingly that in the light of the nature of the transaction and services, the Company and its Directors are capable of making their own investment decisions and understanding the risks involved.

14.3 For the purposes of this Agreement, First Sentinel have classified the Company as an elective Professional Client and reserves the right, should the circumstances so merit, to reclassify the Company as a Retail Client, per se Professional Client or as an Eligible Counterparty. The Company acknowledges such classification as an elective Professional Client, and accordingly First Sentinel shall not have presumed that the Company possesses market knowledge and experience comparable to a per se Professional Client.

14.4 First Sentinel hereby confirms its obligations to comply with the Financial Services and Markets Act 2000 and the Conduct of Business Sourcebook (the **COBS**) and other rules of the FCA in providing services to the Company under this Agreement. The provisions under this clause shall not apply to the Company if it is an adviser under the Financial Services and Markets Act 2000. First Sentinel must, under the Financial Services and Markets Act 2000, bring the Company's attention to the following matters in relation to investment business:

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14.4.1 Under COBS, investment business carried on for Professional Clients is regulated differently in certain material respects from investment business generally;

14.4.2 First Sentinel may carry out investment business services for the Company arising out of corporate finance activities; and

14.4.3 First Sentinel is satisfied that the Company is a Professional Client and it does do not consider it necessary to give the Company all the protection given to Retail Clients. This is explained more fully below.

14.5 In the event that the Company, the Directors or any consultant become aware of anything which could affect this categorisation then you are responsible for informing First Sentinel immediately. Because of this categorisation you will lose the protection given to Retail Clients under the Financial Services and Markets Act 2000 and COBS. Protection in the following areas will not apply:

Best Execution

First Sentinel do not have to arrange or effect any transaction for you on the best terms available. When advising the Company on a transaction First Sentinel will assume that the Company is able to protect its own interests.

Although COBS requires First Sentinel to state that it does not owe a duty of best execution, First Sentinel emphasise that this has no implications for the work it is carrying out for the Company. This is because First Sentinel is advising the Company on bespoke investments rather than selecting homogenous investments and choosing the best one for the Company.

Risk warnings

First Sentinel do not need to warn you of the nature of any risks involved in any transaction that First Sentinel recommends for the Company or give the Company written risk warnings about any transactions. Such warnings would not be relevant to the Company as a Professional Client since the Company is deemed aware of the types of risk attached to the investment the Company are proposing to make.

Suitability

When making any recommendations First Sentinel will assume the Company can judge the suitability of First Sentinel's advice. As a Professional Client First Sentinel do not obtain comprehensive and detailed information about the Company's personal and financial situation before making any recommendation.

Financial Ombudsman Service

As a Professional Client, the Company will lose the right of access to the Financial Ombudsman Service.

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Communications

First Sentinel may have regard to the Company's expertise when complying with requirements under the regulatory system that communications must be clear, fair and not misleading.

14.6 The Company acknowledges that its rights to sue First Sentinel for damages under financial services legislation will be restricted as the Company will only be able to sue for breaches of obligations owed to it. These obligations will not include the Retail Client protection areas outlined above. By entering into this Agreement, the Company agrees to be regarded as an elective Professional Client.

15. Governing law and jurisdiction

15.1 This Agreement is governed by and shall be construed in accordance with English law.

15.2 The courts of England shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes and claims) which may arise out of or in connection this Agreement or any related document.

16. 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

1. In this agreement including the schedules the following words and expressions have the following meanings:

Admission	the admission of the Company's entire share capital to the Access segment of the AQSE Exchange Growth Market operated by Aquis Stock Exchange.
Agreement	this Agreement.
Applicable Law	all applicable laws, regulations and rules of the United Kingdom including the AQSE Growth Market Rules, FSMA, the Prospectus Rules, the CA 2006, the Takeover Code, MAR and other matters relevant to a company traded on AQSE, including, if relevant, any applicable law or regulation of any other relevant jurisdiction.
AQSE	Aquis Stock Exchange, a company incorporated in England with registered company number 4309969 and the recognised investment exchange.
AQSE Corporate Adviser	an AQSE member firm which has been approved by AQSE to act in the capacity of a corporate adviser and has been admitted to the register as such adviser.
AQSE Growth Market	the market for unlisted securities with a regulatory framework dedicated to the needs of smaller companies operated by AQSE which divided into two segments: 'Access' and 'Apex'. The Access market focuses on earlier stage growth companies, while Apex is the intended market for more established businesses.
AQSE Rules	the AQSE Growth Market Access Rulebook or the AQSE Growth Market Apex Rulebook (as may be the case), which set out the admission requirements and continuing obligations of companies seeking admission to, and whose shares are admitted to trading on the Aquis Stock Exchange Growth Market.
Board	the board of directors of the Company from time to time.
Business Day	a day (excluding Saturdays, Sundays and public holidays) on which banks in the City of London are generally open for business.
COBS	the FCA's Conduct of Business Sourcebook.

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Commencement Date	The date of Admission.
Companies Act	the Companies Act 2006 as amended.
Corporate Adviser Handbook	the AQSE Corporate Adviser Handbook, as amended or supplemented from time to time by market notice which sets out the requirements and responsibilities for AQSE Corporate Advisers.
CREST	the computerised settlement system operated by Euroclear UK & International.
Directors	the directors of the Company as set out in Part 1 of Schedule 2.
Director's Declaration	the declaration of each of the Directors in the agreed form.
FCA	the body corporate known as the Financial Conduct Authority responsible for regulating the UK financial services industry or such other organisation as may take over the role and responsibilities of the Financial Conduct Authority from time to time.
FSMA	the Financial Services and Markets Act 2000.
Group	means the group of which the Company and its subsidiary undertakings are members.
Indemnities	the indemnities given by the Company as set out in clause 8.
Indemnified Persons	First Sentinel, its subsidiaries, affiliates, holding companies, directors, officers and employees.
Initial Term	has the meaning set out in clause 3.2.
Market abuse regulation or UK MAR	EU Regulation 596/2014 of the European Parliament and the Council of 16 April 2014, as amended by the Market Abuse Exit Regulations 2019, and as may be amended from time to time, together with FCA Technical Standards relating to UK MAR, ESMA Guidelines and ESMA questions and answers that existed before the end of the transition period, and the FCA Handbook.
Ordinary Shares	ordinary shares of £0.001 each in the share capital of the Company.

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Prospectus Rules	those rules made by the FCA pursuant to Part VI of FSMA in connection with the drafting, approval and distribution of the prospectus when securities are offered to the public or admitted to trading on a regulated market, as amended from time to time.
QCA Code	Quoted Companies Alliance's Corporate Governance Code for Small and Mid-Sized Quoted Companies published in April 2018.
Related Party Transaction	has the meaning ascribed to it in the AQSE Rules.
RIS	a Regulated Information Service which is a Primary Information Provider (PIP) that is approved by the FCA to disseminate regulatory information to the market and is on the list of Regulated Information Services maintained by the FCA.
Share Capital	the Company's share capital as modified from time to time.
Substantial Transaction	has the meaning ascribed to it in clause 4.9.
Takeover Code	the City Code on Takeovers and Mergers.
Takeover Panel	the Panel on Takeovers and Mergers.
UK	the United Kingdom.

2. In this Agreement, including the Schedules:

2.1 references to clauses, sub-clauses, recitals and the schedule are to clauses and sub-clauses of, recitals and the schedule to, this Agreement;

2.2 words importing the singular include the plural and vice versa and words importing a gender include every gender;

2.3 references to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture association, partnership or other body corporate or un-incorporate (whether or not having separate legal personality) or other entity of whatever nature;

2.4 references to any statute or any statutory provisions shall be construed first as a reference to such statute or statutory provision as in force at the date of this Agreement and as respectively re-enacted or consolidated and second as a reference to any statute or statutory provision of which such statute or statutory provision is a re-enactment or consolidation;

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2.5 any obligations arising from undertakings made or given under the provisions of this Agreement which are incurred, made or given by two or more persons shall, unless otherwise specified, be joint and several;

2.6 references to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time;

2.7 references to Clauses are to the clauses of this Agreement and the Schedules to this Agreement, unless otherwise stated; and

2.8 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words or introduced by the word “other” and preceded by words indicating a particular class of acts, matters or things and accordingly the rule known as the ejusdem generis rule shall not apply to this Agreement.

3. The headings in this Agreement are only for convenience and do not affect the meaning of its provisions.

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Schedule 2

Name	*Address*
Michael Scott Edwards, EXECUTIVE CHAIRMAN	9th Floor, 16 Great Queen Street, London, United Kingdom, WC2B 5DG
Nicholas James Lyth, EXECUTIVE director	9th Floor, 16 Great Queen Street, London, United Kingdom, WC2B 5DG
Jonathan William Hives, NON-EXECUTIVE DIRECTOR	9th Floor, 16 Great Queen Street, London, United Kingdom, WC2B 5DG

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Schedule 3

Part 1 - FSCF Regulatory Status

FSCF is authorised and regulated by the Financial Conduct Authority ("FCA").

FSCF is a company incorporated in England and Wales (registered number 07832675) with its registered office at Ground Floor, 72 Charlotte Street, London, England, W1T 4QQ.

FSCF is entered in the Financial Services Register at www.register.fca.org.uk with FCA reference number 760668. You can contact the FCA at 12 Endeavour Square, London, E20 1JN or on +44 (0) 20 7066 1000. Website https://www.fca.org.uk/.

FSCF's VAT registration number is 277506772.

FSCF is required to provide information to the Company pursuant to COBS 2.2.1 of the FCA Handbook about our firm and the services we will be offering to the Company and this Engagement Letter contains that information.

Part 2 – Conflicts of Interest

FSCF shall take all reasonable steps to identify conflicts of interest that arise or may arise in the course of providing services to the Company. FSCF will notify the Company of any potential conflicts of interest in advance of taking on the new assignment and shall maintain and operate effective arrangements for managing such conflicts. It is understood that either party may terminate the engagement forthwith in the event of a conflict of interest.

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DocuSigned by:
Nicholas Lyth
44520266D2A143E...
Signed on behalf of

ORA Technology Plc by

Nicholas Lyth

_____

being a person who in accordance
with the laws of that territory, is
acting under the authority of the company: ORA Technology plc

in the presence of:

Witness' signature: DocuSigned by:
George Lyth
4A559123E120426...

Witness' name: George Lyth

Address: 60 Dalyell Road, Brixton, London, SW9 9UP

Occupation: Graduate Surveyor

DocuSigned by:
C530D76CD5E042E...
Signed by **FIRST SENTINEL CORPORATE FINANCE LIMITED**

Acting by Brian Stockbridge,
a director:

in the presence of:

Witness' signature: DocuSigned by:
998F707F23BE41A...

Witness' name: Aimee Freeding

Address: 30 Upper Hartwell, Stone, HP17 8NZ

Occupation: Director

DocuSigned by:
Michael Scott Edwards
643AC620C5BD4D4...
Signed as a deed by **MICHAEL SCOTT EDWARDS**

in the presence of:

Witness' signature: DocuSigned by:
Darcy Taylor
C93FBD2FB8614D4...

Witness' name: Darcy Taylor

Address: 5030 Meadfeild Rd, West VancouverBC V7W3G2

Occupation: Executive

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DocuSigned by:
Nicholas Lyth
44520266D2A143E...

Signed as a deed by **NICHOLAS JAMES LYTH**

in the presence of:

Witness' signature: DocuSigned by: George Lyth 4A559123E120426...

Witness' name: George Lyth

Address: 60 Dalyell Road, Brixton, London, SW9 9UP

Occupation: Graduate Surveyor

DocuSigned by:
Jonathan William Hives
3D9872C8F310489...

Signed as a deed by **JONATHAN WILLIAM HIVES**

in the presence of:

Witness' signature: DocuSigned by: Kyla Conway 3CC506CC9553429...

Witness' name: Kyla Conway

Address: 72 Charlotte Street, W1T 4QQ

Occupation: Executive Assistant