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Lock-In and Orderly Market Deed

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SCHEDULE

Schedule 1 Locked-in Parties 8

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This deed is dated ~~22 June~~ 14 July 2023

PARTIES

(1) **ORA TECHNOLOGY PLC** incorporated and registered in England and Wales with company number 13720688 whose registered office is at 72 Charlotte Street, London W1T 4QQ (**Company**);

(2) **FIRST SENTINEL CORPORATE FINANCE LIMITED** incorporated and registered in England and Wales with company number 07832675 whose registered office is at Ground Floor, 72 Charlotte Street, London W1T 4QQ (**Corporate Adviser**); and

(3) The persons whose names and addresses are set out in **Schedule 1** (**Locked-in Parties**).

BACKGROUND

(A) The Company wishes to obtain Admission of its entire issued and to be issued Ordinary Shares to trading on the Access segment of the AQSE Growth Market of the Aquis Stock Exchange Limited.

(B) The Corporate Adviser had agreed to act as the Company's AQSE Corporate Adviser to advise it in connection with and following Admission.

(C) For the purposes of complying with Rule 2.11 of the AQSE Rules, each Locked-in Party has agreed to enter into this deed to provide for certain restrictions on the Disposal of their Ordinary Shares following Admission.

AGREED TERMS

1. Interpretation

The definitions and rules of interpretation in this clause apply in this deed.

1.1 Definitions:

Acting in Concert: has the meaning given to it in the City Code;

Admission: the admission of the entire issued and to be issued Ordinary Shares to trading on the Access segment of the AQSE Growth Market of the Aquis Stock Exchange Limited becoming effective;

Associate: an associate of a Locked-in Party, as defined in the AQSE Rules;

AQSE Rules: the Aquis Growth Market Rulebook as published by the Exchange from time to time;

Business Day: a day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which dealings in domestic securities may take place on, and with the authority of, the Exchange;

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day;

City Code: the City Code on Takeovers and Mergers;

Companies Act: Companies Act 2006;

Disposal: directly or indirectly, unconditionally or conditionally, transfer, sell, assign, swap, charge, mortgage, pledge, grant options or other rights over, encumber or otherwise dispose of (or agree to

transfer, sell, assign, swap, charge, mortgage, pledge, grant options or other rights over, encumber or otherwise dispose of) and the expression "Dispose of" shall be construed accordingly;

Exchange: Aquis Stock Exchange Limited;

Family Member: the spouse, civil partner, co-habitee, child, step-child, sibling, parent or grandchild of a Locked-in Party;

Interest: any interest in shares as set out in sections 820 to 825 of the Companies Act;

Lock-in Period: the period of 12 months commencing on the date of Admission;

Locked-in Shares: the Ordinary Shares held by each Locked-in Party at the date of this deed and any Ordinary Shares allotted and issued to, or subsequently acquired by, any Locked-in Party during the Lock-in Period whether by purchase or on exercise of any warrants or options they may hold from time to time or otherwise and any share capital of the Company into which such Ordinary Shares are converted during such period and any shares in the capital of the Company resulting, without limitation, from any consolidation, subdivision, capitalisation issue or other capital distribution, rights issue or open offer;

Orderly Market Date: the date falling 24 months after Admission; and

Ordinary Shares: the ordinary shares in the capital of the Company.

1.2 Clause and Schedule headings shall not affect the interpretation of this deed.

1.3 References to clauses and Schedule are to the clauses and Schedule of this deed.

1.4 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

1.5 A reference to this deed or any other agreement or document is a reference to this deed or such other agreement or document, in each case as varied from time to time.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.9 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.10 A reference to writing or written excludes fax and email.

1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.12 A reference to legislation or a legislative provision, code, regulation or rule is a reference to it as amended, extended, consolidated, replaced or re-enacted from time to time.

1.13 Any reference to legislation or a legislative or regulatory provision, rule or code shall include all subordinate legislation, regulations, rules and codes made from time to time under that legislation or legislative provision, rule or code.

1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Condition

This deed is conditional upon Admission having occurred.

3. Undertakings

3.1 For the purposes of the Company complying with its obligations under Rule 2.11 of the AQSE Rules, each Locked-in Party severally undertakes to the Corporate Adviser and the Company that:

(a) they will not, during the Lock-in Period, in respect of their entire holding of Locked-in Shares, Dispose of any Interest in such Locked-in Shares;

(b) following expiry of the Lock-in Period, they will not up to and including the Orderly Market Date (without prior consultation with the Corporate Adviser) Dispose of any Interest in the Locked-in Shares other than through the Corporate Adviser (or any AQSE corporate adviser appointed to act for the Company in place of the Corporate Adviser) subject to the terms relating to price and execution offered by the Corporate Adviser being no less favourable than other brokers at that time; and

(c) they will use all reasonable endeavours to ensure that their Associates comply with the restrictions contained in clauses 3.1(a) and 3.1(b) above in respect of any Locked-in Shares in which such person has an Interest.

3.2 The undertakings set out in clause 3.1 shall not apply:

(a) in the event of an intervening court order;

(b) to a Disposal by the personal representatives of any Locked-in Party in the event of the death of such Locked-in Party during the Lock-in Period;

(c) to the acceptance of a general offer (in accordance with the City Code) made to shareholders of the Company (or to all such shareholders other than the offeror and/or any persons Acting in Concert with the offeror) to acquire all the issued Ordinary Shares (other than any Ordinary Shares already owned by the offeror and any person Acting in Concert with the offeror) or to the execution of an irrevocable undertaking to accept such offer;

(d) to any Disposal pursuant to a compromise or arrangement under Part 26 of the Companies Act between the Company and its creditors (or any class of them) or between the Company and its members (or any class of them) and which is agreed to by the requisite majority of the members (or class of members) or creditors (or class of creditors), as the case may be, and sanctioned by the court;

(e) to any Disposal pursuant to any scheme of arrangement under section 110 of the Insolvency Act 1986 in relation to the Company.

provided that in the case of clause 3.2(b), the transferee shall enter into a deed of adherence to be bound by the restrictions of this deed in a form reasonably acceptable to the Corporate Adviser.

3.3 If at any time, prior to the Orderly Market Date, the Company becomes aware of any breach of the undertakings set out in this clause 3 it shall, as soon as reasonably practicable, notify the Corporate Adviser of such breach.

4. Warranties

Each Locked-in Party severally warrants and confirms to the Corporate Adviser and the Company that:

(a) they are the legal and beneficial owner of the Locked-in Shares;

(b) the Locked-in Shares are free from all mortgages, pledges, liens, charges, encumbrances and any other third party interests or rights and that immediately following Admission and they will have full power and authority to comply with the provisions of this deed; and

(c) the execution and delivery or performance of this deed and any obligation under it will not conflict with or constitute or result in a breach of or default under or require the consent of a person under any agreement, arrangement or obligation to which the Locked-in Party is a party.

5. Dealings in securities

Notwithstanding any provision of this deed permitting a Disposal, a Locked-in Party may not effect a Disposal in breach of any restrictions on dealings in securities of the Company pursuant to the Company's code of dealings in shares or pursuant to other applicable law or regulation, including but not limited to, the Criminal Justice Act 1993, Financial Services and Markets Act 2000, the Market Abuse Regulation (Regulation 596/2014) as applied in the UK or as otherwise imposed by the AQSE Rules.

6. Assignment

This deed is personal to the parties and no party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this deed.

7. Variation and waiver

7.1 No variation of this deed shall be effective unless it is made by deed and signed and delivered by the parties (or their authorised representatives).

7.2 A waiver of any right or remedy under this deed or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

7.3 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy provided under this deed or by law shall prevent or restrict any further exercise of that or any other right or remedy.

8. Notices and consents

8.1 For the purposes of this clause 8 but subject to clause 8.7, notice includes any other communication.

8.2 A notice given to a party under or in connection with this deed:

(a) shall be in writing and in English;

(b) shall be signed by or on behalf of the party giving it;

(c) shall be sent to the party for the attention of the contact and to the address specified in clause 8.3, or such other address as that party may notify to the other parties in accordance with the provisions of clause 8.4;

(d) shall be sent by a method listed in clause 8.5; and

(e) unless proved otherwise, is deemed received as set out in clause 8.5 if prepared and sent in accordance with this clause.

8.3 The addresses for services of notices are:

(a) Company

(i) Address: 72 Charlotte Street, London W1T 4QQ

(ii) For the attention of: Chair

(b) Corporate Adviser

(i) Address: Ground Floor, 72 Charlotte Street, London W1T 4QQ

(ii) For the attention of: Brian Stockbridge

(c) Locked-in Parties

To the names and addresses as set out in Schedule 1.

8.4 A party may change its details as specified in clause 8.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of the date:

(a) if any, specified in the notice as the effective date for the change; or

(b) five Business Days after deemed receipt of the notice of change.

8.5 This clause 8.5 sets out the delivery methods for sending a notice to a party under this deed and for each delivery method, the date and time when the notice is deemed to have been received (provided all other requirements of this clause have been satisfied and subject to the provisions of clause 8.6):

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;

(b) if sent by pre-paid first class post or other next working day delivery service providing proof of delivery, the time recorded by the delivery service; or

(c) if sent by pre-paid airmail providing proof of delivery, the time recorded by the delivery service.

8.6 If deemed receipt under clause 8.5 would occur outside business hours in the place of receipt, it shall be deferred until business hours resumes. In this clause 8.6, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

8.7 This clause 8 does not apply to the service of any proceedings or other documents in any legal action.

8.8 A notice given under or in connection with this deed is not valid if sent by fax or email.

9. Counterparts

9.1 This deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

9.2 Transmission of an executed counterpart of this deed (but, for the avoidance of doubt, not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this deed. If this method of transmission is adopted, without prejudice to the validity of the deed thus made, each party shall provide the Corporate Adviser with the "wet-ink" hard copy original of such counterpart.

9.3 No counterpart shall be effective until each party has provided to the Corporate Adviser at least one executed counterpart.

10. Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

11. Severance

11.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this deed.

11.2 If any provision or part-provision of this deed is deemed deleted under clause 11.1, the parties shall negotiate in good faith to agree a replacement provision, that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12. Rights and remedies

Except as expressly provided in this deed, the rights and remedies provided under this deed are in addition to, and not exclusive of, any rights or remedies provided by law.

13. Inadequacy of damages

Without prejudice to any other rights or remedies that the Company or the Corporate Adviser may have, each Locked-in Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the undertakings referred to in clause 3 of this deed. Accordingly, each of the Company and the Corporate Adviser shall be entitled to the remedies of injunction, specific performance or other equitable relief for any breach or anticipatory breach of the undertakings set out in clause 3.

14. Governing law and jurisdiction

14.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by or construed in accordance with the law of England and Wales.

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14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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Schedule 1 Locked-in Parties

Names and addresses of the Locked-in Parties

Names and addresses	Number of Locked-in Shares (as at the date of this Agreement)
Nicholas James Lyth, 15A Simmondley New Road, Glossop, Derbyshire, United Kingdom, SK13 6LP	2,001,000
Michael Scott Edwards, 5-3502 Falcon Crescent, Whistler, BC, V8E 0B9	58,000,000
Jonathan Hives, c/o 72 Charlotte Street, London, England, W1T 4QQ	0
Toro Consulting Ltd., c/o 45a Beresford Road, London, United Kingdom, N5 2HR	12,000,000
Fidelio Partners Pte Ltd., c/o 101 Telok Ayer Street #03-02, Singapore, 068574	12,000,000

Executed as deed by Ora Technology Plc acting by Nicholas James Lyth, a director, in the presence of:

DocuSigned by:
George Lyth
4A559123E120426...

Witness

Name: George Lyth

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

Occupation: Graduate Surveyor

DocuSigned by:
Nicholas Lyth
44520266D2A143E...

Nicholas James Lyth

Executed as deed by Nicholas James Lyth, in the presence of:

DocuSigned by:
George Lyth
4A559123E120426...

Witness

Name: George Lyth

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

Occupation: Graduate Surveyor

DocuSigned by:
Nicholas Lyth
44520266D2A143E...

Nicholas James Lyth

Executed as deed by Michael Scott Edwards, in the presence of:

DocuSigned by:
Darcy Taylor
C93FBD2FB8614D4...

Witness

Name: Darcy Taylor

Address: 5030 Meadfeild Rd West Vancouver BC V7W 3G2

Occupation: Executive

DocuSigned by:
Michael Edwards
643AC620C5BD4D4...

Michael Scott Edwards

Executed as deed by Jonathan Hives, in the presence of:

DocuSigned by:
Kyla Conway
3CC506CC9653429...

Witness

Name: Kyla Conway

Address: 72 Charlotte Street, W1T 4QQ

Occupation: Executive Assistant

DocuSigned by:
Jonathan Hives
6363FB90B8FE483...

Jonathan Hives

Executed as deed by First Sentinel Corporate Finance Limited acting by Brian Stockbridge, a director, in the presence of:

DocuSigned by:
998F707F23BE41A...

Witness

Name: Aimee Freeding

Address: 30 Upper Hartwell, Stone HP17 8NZ

Occupation: Director

DocuSigned by:
C530D76CD5E042E...

Brian Stockbridge

Executed as deed by Toro Consulting Ltd., acting by a director, in the presence of:

DocuSigned by:
7E6F9D896A4C41D...

Witness

Name: Shannon Wall

Address: 2592 Bowker ave, Victoria, BC V8R 2G1

Occupation: College Instructor

DocuSigned by:
71D8BD53F89840D...

Director

Executed as deed by Fidelio Partners Pte Ltd., acting by a director, in the presence of:

DocuSigned by:
78DFFC6AF97F42E...

Witness

Name: Crispin Peter Tristram

Address: 1309, 11 Thomson Lane, Singapore, 297725

Occupation: CTO

DocuSigned by:
Matthew Lodge
8A3A846016FB45B...

Director