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fladgate

Date: 12 December 2023

CONSULTANCY AGREEMENT

KONDOR AI PLC

and

SAMPSON FIELDING LTD

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PARTIES:

(1) **KONDOR AI PLC** (a company registered in England & Wales with no: 13714088) which has its registered office at 16 Great Queen Street, London, England, WC2B 5DG (**Client**); and

(2) **SAMPSON FIELDING LTD** (a company registered in England & Wales with no: 12971709) which has its registered office at 34 - 35 Clarges Street, London, United Kingdom, W1J 7EJ (**Consultant Company**).

Operative provisions

1. Definitions and interpretation

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

2. Term of engagement

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

2.2 The Consultant Company warrants and represents to the Client that the Consultant has the relevant qualifications, experience and resources to deliver the Services as provided in this agreement and that the Consultant is not subject to any restrictions that would prevent him from holding office as a director.

2.3 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue unless and until terminated:

2.3.1 by either party giving to the other not less than 90 days' prior written notice; or

2.3.2 it terminates automatically without the need for notice on the date of Admission.

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

3. Duties and obligations

3.1 The Consultant Company shall during the Term make available to the Client the services of the Consultant for up to 10 days each calendar month or such additional hours as are necessary for the performance of the Services.

3.2 During the Term, the Consultant Company will (and, where appropriate, will procure that the Consultant will):

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

3.2.2 provide the services of the Consultant as a director of the Client;

3.2.3 comply with the articles of association (as amended from time to time) of the Client and any Group Company;

3.2.4 do such things as a reasonable and necessary to ensure compliance by the Consultant Company and the Consultant with the Companies Act 2006, the Listing Rules, the retained EU version of the Market Abuse Regulation (596/2014) (**UK MAR**) and the UK Corporate Governance Code as amended from time to time;

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3.2.5 comply with all requirements, recommendations or regulations, as amended from time to time, of the Listing Rules, the FCA, UK MAR and any directly applicable regulation made under UK MAR or any regulatory authorities relevant to the Client or any Group Company and any code of practice, policies or procedures manual issued by the Client (as amended from time to time) relating to dealing in the securities of any Group Company;

3.2.6 promptly give to the Client 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;

3.2.7 abide by any statutory, fiduciary or common law duties to any Group Company of which the Consultant is a director;

3.2.8 not do anything which would cause the Consultant to be disqualified from acting as a director;

3.2.9 comply with all reasonable standards of safety and comply with the Client 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 Client any unsafe working conditions or practices;

3.2.10 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;

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

3.2.12 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 Client may reasonably require.

3.3 If the Consultant is unable to provide the Services due to illness or injury, the Consultant Company shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

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

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

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

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

3.6 The Consultant and the Consultant Company shall, and the Consultant Company shall procure that the Consultant shall, during the Term take all reasonable steps to offer (or cause to be offered) to the Client 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 Consultant Company or the Consultant (or caused by the Consultant Company or the Consultant to be offered) to any other party provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Client if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by it to any third party.

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3.7 The Consultant Company shall, and shall procure that the Consultant shall, promptly give to the Board all such information and documentation as it may reasonably require from time to time in order for the Client to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment and, if the Client determines the Engagement is Deemed Employment, in order to comply with any obligation on the Client to deduct and account for tax or national insurance contributions from the fees due under clause 4. The Consultant Company shall, and shall procure that the Consultant shall, promptly inform the Board of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether the Engagement is Deemed Employment. Subject to clause 16, the Client reserves the right to amend the terms of the Engagement, and this agreement, if the Engagement is determined to be Deemed Employment.

3.8 The Consultant Company shall, and shall procure that the Consultant shall:

3.8.1 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 (Relevant Requirements);

3.8.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

3.8.3 comply with the Client's anti-bribery and anti-corruption policies, in each case as the Client may update them from time to time (Relevant Policies);

3.8.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 3.8.2, and will enforce them where appropriate;

3.8.5 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant Company or the Consultant in connection with the performance of this agreement;

3.8.6 immediately notify the Client if a foreign public official becomes an officer or employee of the Consultant Company or acquires a direct or indirect interest in the Consultant Company (and the Consultant Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

3.8.7 ensure that all persons associated with the Consultant Company or other persons who are performing services in connection with this agreement comply with this clause 3.8; and

3.8.8 within 12 months of the date of this agreement, and annually thereafter, certify to the Client in writing signed by an officer of the Consultant Company, compliance with this Clause 3.8 by the Consultant Company and all persons associated with it, including the Consultant, and all other persons for whom the Consultant Company is responsible under clause 3.8.7. The Consultant Company shall provide such supporting evidence of compliance as the Client may reasonably request.

3.9 Failure to comply with clause 3.8 may result in the immediate termination of this agreement.

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3.10 For the purpose of clause 3.8, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.11.

3.11 The Consultant Company shall, and shall procure that the Consultant shall:

3.11.1 not engage in any activity, practice or conduct which would constitute either:

3.11.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act; or

3.11.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

3.11.2 comply with the Client's anti-facilitation of tax evasion policy as the Client may update it from time to time;

3.11.3 have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Consultant Company), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;

3.11.4 promptly report to the Client any request or demand received by the Consultant Company or the Consultant from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this agreement;

3.11.5 ensure that all persons associated with the Consultant Company or other persons who are performing services in connection with this agreement comply with this clause 3.11; and

3.11.6 within 12 months of the date of this agreement, and annually thereafter, certify to the Client in writing signed by an officer of the Consultant Company compliance with this clause 3.11 by the Consultant Company and all persons associated with it, including the Consultant, and all other persons for whom the Consultant Company is responsible under clause 3.11.5. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.

3.12 Failure to comply with clause 3.11 may result in the immediate termination of this agreement.

3.13 The Consultant Company shall and shall ensure that the Consultant shall comply with all reasonable standards of safety and comply with the Client’s health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.

3.14 The Consultant Company shall and shall ensure that the Consultant shall comply with all applicable laws, regulations and codes relating to the Client’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.

3.15 The Consultant Company shall and shall ensure that the Consultant shall comply with the Client’s policies from time to time, including without limitation those on insider information, share dealing, use of social media, use of information and use of communication systems.

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3.16 The Consultant Company may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

3.16.1 the Client will not be liable to bear the cost of such functions; and

3.16.2 at the Client's request the third party may be required to enter into direct undertakings with the Client, including with regard to confidentiality.

4. Fees and expenses

4.1 Until the end of the Term, the Client will pay the Consultant Company a fee of £1,666.66 (one thousand six hundred and sixty six pounds and sixty six pence) per month, plus Value Added Tax (if applicable), such fee being payable monthly in arrears. For the purposes of this clause 4.1, a month shall be a month during which the Consultant Company provides the Services for up to 10 days. The Consultant Company shall receive no fee when it is unable to provide the Services whether through illness or injury of the Consultant or for any other reason.

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

4.3 The Consultant Company shall supply the Client with details of its Value Added Tax registration number.

4.4 The Client will reimburse all reasonable expenses properly and necessarily incurred by the Consultant Company in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

4.5 The Consultant Company shall be responsible for all tax liabilities (other than Value Added Tax liability payable by the Client under clause 4.2) 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 Client of the Services.

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

4.7 Payment in full or in part of the fees or any expenses claimed under clause 4 will be without prejudice to any claims or rights of the Client or any Group Company against the Consultant Company or Consultant in respect of the provision of the Services.

4.8 Should the Client become required by law to deduct income tax and national insurance contributions from the fees, the Client shall inform the Consultant Company of the deadline by which invoices must be submitted for payment to be included in the next monthly payroll and payment shall not be made until the Consultant Company has supplied to the Client all relevant information, in accordance with clause 3.7, required for the purpose of making the relevant deductions.

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5. Other activities

5.1 During the Term and for six months after the Termination Date the Consultant and the Consultant Company will not, whether alone, jointly, with or on behalf of any other person, firm or company (except as a representative or nominee of the Client or any Group Company or otherwise with the prior consent in writing of the Client) directly or indirectly:

5.1.1 be engaged, concerned or interested in or otherwise supply services to any other business which is wholly or partly in competition with any business carried on by the Client or any Group Company or which is a supplier of goods and services to or a customer of the Client or any Group Company;

5.1.2 offer to employ or engage or otherwise entice away from the Client or any Group Company any Restricted Person; or

5.1.3 employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract with the Client or any Group Company as a result of such employment or engagement.

5.2 Each of the restrictions in clause 5.1 is intended to be separate and severable. If any of the restrictions is held to be void but would be valid if part of its wording were deleted, such restriction will apply with such deletion as may be necessary to make it valid or effective.

5.3 Clause 5.1 will not prevent the Consultant Company or the Consultant from holding (directly or through nominees) by way of bona fide personal investment any units of any authorised unit trust and up to 3% of the issued shares in a company listed or admitted to trading on a stock exchange.

5.4 Subject to the provisions of this clause 5, the Consultant Company or the Consultant 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 Consultant Company's obligations under this agreement.

6. Confidential Information

6.1 The Consultant Company 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 Client, any Group Company, their businesses and their past, current or prospective clients or customers and their businesses which shall include (without limitation):

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

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

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

6.1.4 any computer software used in any of those businesses;

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

6.1.6 management accounts of the Client or any Group Company.

6.2 Without prejudice to their general duties under common law in relation to such trade secrets and other Confidential Information, the Consultant Company and the Consultant shall not, and the Consultant Company shall procure that the Consultant shall not, either during the Term or at any time after the Termination

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Date disclose or communicate to any person or persons (other than the Client) or make use of or copy (except in the proper performance of the Services) and shall use their best endeavours, and the Consultant Company shall procure that the Consultant shall use their 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.

6.3 The restriction in clause 6.2 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Consultant Company or the Consultant.

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

6.5 On the Termination Date, or at any other time upon the Client's request, the Consultant Company and Consultant shall, and the Consultant Company shall procure that the Consultant shall, return to the Client immediately all originals and copies of all documents, software, accounts, client product services list, computer disks, printouts (without retaining any copies) and all property and information in its or their possession or control which belongs or relates in any way to the Business of the Client 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 their possession or under its or their control and if so required by the Client will make available to the Client any laptop or personal computer used by the Consultant Company or the Consultant for verification by or on behalf of the Client.

7. Data protection

7.1 The Client will hold and process the Consultant's personal data for the purposes of complying with this contract, its obligations under law and in its legitimate interests. Details can be found in the Fair Processing Notice set out separately.

7.2 The Consultant Company shall and shall ensure that the Consultant shall, comply with any data protection policy communicated to it when processing personal data in the course of the Engagement, including personal data relating to any employee, customer, client, supplier or agent of the Client or any Group Company.

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

8. Intellectual property

8.1 The Consultant Company and the Consultant shall give the Client 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 Client or any Group Company. The Consultant Company 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 Client absolutely. To the extent that they do not vest automatically, the Consultant Company and the Consultant hold them on trust for the Client and any Group Company. The Consultant Company and the

Consultant agree promptly to execute all documents and do all acts as may, in the opinion of the Client, be necessary to give effect to this clause 8.1.

8.2 The Consultant Company 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 8.1.

8.3 The Consultant Company and the Consultant irrevocably appoint the Client to be their attorney in their name and on their behalf to execute documents, use the Consultant Company and/or the Consultant's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause 8.3. A certificate in writing, signed by any director or the secretary of the Client, 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.

8.4 The Consultant Company and the Consultant agree to indemnify and keep indemnified on a joint and several basis the Client and any Group Company at all times against all or any costs, claims, damages or expenses incurred by the Client or any Group Company, or for which the Client 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 Consultant Company or the Consultant to the Client during the course of providing the Services. The Consultant Company shall and shall procure that the Consultant shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.

9. Indemnities and Insurance

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

9.1.1 the Consultant Company or the Consultant 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 of the terms of this agreement except insofar as it arises wholly as a result of negligence or wilful default on the part of the Client or any of its employees; or

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

9.2 The Consultant Company and the Consultant shall jointly and severally indemnify the Client 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:

9.2.1 any loss, damage or injury as detailed in clause 9.1.1; and

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

9.3 The Consultant Company shall at its own cost be responsible for maintaining a suitable policy of insurance to cover:

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

9.3.2 public liability.

9.4 The Consultant Company shall supply to the Client on request a valid certificate of insurance in respect of each policy referred to in clause 9.3 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.

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

10. Representations and Warranties

10.1 The Consultant Company represents and warrants to the Client that:

10.1.1 the Consultant is an employee of the Consultant Company;

10.1.2 it has the right to make the Consultant available to the Client 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 their obligations under this agreement or which may give rise to any conflict of interest between the Consultant and the Client.

10.2 The Consultant represents and warrants that, with the agreement of the Consultant Company, the Consultant has the right to provide the Services and that by so doing they 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. Ceasing to be a director

Subject to the other terms of this agreement, or with the prior approval of the Board, or as provided in the articles of association of any Group Company of which the Consultant is a director, the Consultant shall not resign as a director of any Group Company.

12. Termination

12.1 Notwithstanding the provisions of clause 2.3, the Client shall be entitled to terminate this agreement with immediate effect, with no liability to make any further payment to the Consultant Company (other than in respect of amounts accrued before the Termination Date) if at any time:

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

12.1.2 the Consultant Company 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 Client or any Group Company;

12.1.3 the Consultant is disqualified from acting as a director or resigns as a director from any Group Company without the prior written approval of the Board;

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12.1.4 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);

12.1.5 the Consultant Company or the Consultant is guilty of a breach of the requirements, rules or regulations as amended from time to time of the Listing Rules, LSE, the FCA, UK MAR and any directly applicable regulation made under UK MAR or any regulatory authorities relevant to any Group Company or any code of practice, policy or procedures manual issued by the Client (as amended from time to time) relating to dealing in the securities of any Group Company;

12.1.6 the Consultant Company or the Consultant fails or ceases to meet the requirements, recommendations or regulations of any regulatory body whose consent is required to enable them to undertake all or any of the Services duties under this agreement or they are guilty of a serious breach of the rules and regulations of such regulatory body or of any Group Company's compliance manual;

12.1.7 the Consultant Company or the Consultant are in the reasonable opinion of the Client negligent or incompetent in the performance of the Services;

12.1.8 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;

12.1.9 the Engagement is determined by the Client or, subsequently, HM Revenue & Customs to be Deemed Employment;

12.1.10 the Consultant Company or the Consultant commits any breach of the Client's policies and procedures; or

12.1.11 the Consultant Company or the Consultant commits any offence under the Bribery Act 2010 or the Criminal Finances Act 2017; or

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

12.2 The rights of the Client under clause 12.1 are without prejudice to any other rights or remedies that the Client 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 Consultant Company or the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate will not constitute a waiver of these rights.

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

13. Status

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

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

13.2.1 subject to clause 13.4, any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Engagement is Deemed Employment or made in connection with either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law. The Consultant Company shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

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

13.2.3 any claim or allegation that the contract of employment or engagement of the Consultant transfers to the Client, any Group Company or any third party appointed by the Client 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;

13.2.4 all tax liabilities (other than VAT liability payable by the Client under clause 4.2) arising in respect of the Services (and the Consultant Company will account to the appropriate authority for all tax and National Insurance or similar contributions payable in respect of the supply to the Client of the Services); and

13.2.5 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 Client, that may be made by the relevant authorities against the Client 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 Client.

13.3 If the Client suffers any claims, liabilities, actions, proceedings, losses, damages, demands, costs, charges or expenses (**Loss**) in respect of which the Consultant Company or the Consultant is liable to make a payment (**Indemnity Payment**) to the Client under clause 9.2 or 13.2 and the Indemnity Payment is taxable in the Client's hands but the Loss is not deductible in calculating that tax liability, then the Consultant Company or the Consultant shall pay such additional amount to the Client as the Client's tax advisers certify is necessary to put the Client in the net tax position it would have been in if the Indemnity Payment was not taxable in the Client's hands and the Loss was not deductible by the Client, for tax purposes.

13.4 The indemnity in clause 13.2 does not apply to any income tax or National Insurance contributions deducted by the Client if the Engagement is Deemed Employment and the Client makes the deductions from the fees due under clause 3.7 prior to payment to the Consultant Company.

13.5 The Consultant Company acknowledges that any amount due and outstanding in respect of the indemnity contained in clauses 9.2 or 13.2 may be deducted from any future payments due to the Consultant Company under this agreement and that any amounts outstanding after such deduction (if any) will be recoverable from the Consultant Company by the Client as a debt.

13.6 The Consultant Company warrants that it is not, nor will it prior to the cessation of this agreement, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

14. Notices

14.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement will be in writing and will be:

14.1.1 delivered personally or sent by prepaid first class post (express air mail if posted to or from a place outside the United Kingdom):

14.1.1.1 in the case of the Client to its registered office unless otherwise notified by the Client in accordance with this agreement; and

14.1.1.2 in the case of the Consultant Company to 2a Spencer Walk, London, SW15 1PL; or

14.1.2 delivered by email to the following email addresses, or such other email addresses as a party may have last notified to the others in writing (with reference to this clause):

14.1.2.1 in the case of the Client to jonathan.bixby@gmail.com; and

14.1.2.2 in the case of the Consultant Company to bsampson@sampsonfielding.co.uk.

14.2 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement in accordance with clause 14.1 will be deemed to have been duly given or made:

14.2.1 if personally delivered, upon delivery at the address of the relevant party;

14.2.2 if sent by first class post, two business days after the date of posting;

14.2.3 if sent by express air mail, five business days after the date of posting; and

14.2.4 if transmitted by email, at the time of despatch during business hours at its destination or, if not within business hours, at the next period of business hours, but subject to the sender proving that the notice was sent to the email address of the recipient using return receipt, using the highest importance level option for delivery and making the subject header of the email “Important legal notice”.

14.3 For the purpose of clause 14.2.4, **business hours** means between 9.00 a.m. and 5.30 p.m. on a business day.

15. Entire agreement

15.1 This agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

15.3 Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.4 Nothing in this clause 14.1 limits or excludes any liability for fraud.

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16. Variation

No variation of this agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18. Third party rights

Any Group Company may, subject to the written consent of the Client, 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 18). Except as provided in this clause 18, 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.

19. Governing law

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

20. Jurisdiction

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

21. 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 proposed admission of the issued and to be issued share capital of the Client to trading on AQSE.
AQSE	the Access Segment of the Growth Market operated by the AQSE Exchange.
AQSE Exchange	Aquis Stock Exchange Limited.
Board	the board of directors of the Client (including any committee of the Board duly appointed by it).
Business of the Client	a software business engaged in the development of advance artificial intelligence products or such other business determined by the Board from time to time.
Business Opportunities	any opportunities which the Consultant Company or the Consultant become aware of during the Term which relate to the Services or the business carried on by the Client or any Group Company or which the Board reasonably considers might be of benefit to the Client or any Group Company.
Capacity	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
Commencement Date	31 October 2023.
Consultant	Benjamin Sampson
Confidential Information	Information in whatever form (including without limitation in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or of any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Consultant Company or the Consultant creates, develops, receives or obtains in connection with the Engagement, whether or not such information (if in anything other than oral form) is marked confidential.
Deemed Employment	an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

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Engagement	the engagement of the Consultant Company by the Client on the terms of this agreement.
FCA	the Financial Conduct Authority
Group Company	the Client, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.
holding company	has the meaning given in paragraph 8.
Intellectual Property Rights	patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Invention	any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
Listing Rules	rules published by the FCA and contained in the Listing Rules sourcebook which is part of the FCA Handbook.
LSE	London Stock Exchange
Off-payroll Working rules	the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.
Restricted Person	anyone employed or engaged by the Client or any Group Company who could materially damage the interests of the Client or any Group Company if they were involved in any Capacity in any business concern which competes with the Client or any Group Company, and with whom the Consultant dealt during the Term.
Services	the services described in Schedule 2.
Term	the period from the Commencement Date to the Termination Date.
Termination Date	the date of termination of this agreement, howsoever arising.
Works	all records, reports, documents, papers, drawings,

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designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

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. 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.

8. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:

   8.1 another person (or its nominee), whether by way of security or in connection with the taking of security; or

   8.2 as a nominee.

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Schedule 2
Services

The Consultant Company shall provide such services as are required by the Client or otherwise agreed between the parties from time to time. Such services are anticipated to include (but not be limited to) all areas of financial management, banking and audit and all investor relationships.

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

Signature……

Print name Jonathan Bixby……..

Witness' signature:

Witness' name: Shannon Wall

Address: 2592 Bowker ave

Occupation: College Lecturer

Signed as a deed by
SAMPSON FIELDING LTD
in the presence of:

……..

Witness' signature:

Witness' name: Elliot Fielding

Address: 34-35 Clarges Street, London, W1J 7EJ

Occupation: Chartered Accountant