

ROBERT HOLT



STRICTLY PRIVATE & CONFIDENTIAL

The Directors
Verditek Plc
Holborn Gate
330 Holborn
London
England
WC1V 7QT

27 February 2024

ASSISTANCE LETTER between Verditek Plc (the Company) and Robert Holt (RH)

1. The following definitions apply throughout this letter, unless the context requires otherwise:

AIM	means the AIM market operated by the London Stock Exchange plc;
Admission	the admission of the Placing Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules;
AIM Rules	means the AIM Rules for Companies published by the Exchange and as amended from time to time;
Fundraising	means the proposed fundraising by the Company, subject to the passing of the Shareholder Resolutions, to raise £300,000 by the issue and allotment to investors of the Placing Shares at the Subscription Price.
Placing Shares	means 400,000,000 ordinary shares of £0.0004 each in the capital of the Company, to be listed on AIM.
Shareholder Resolutions	means the shareholders resolutions to be put to the shareholders of the Company at the general meeting on 28 February 2024, as set out in the notice of such meeting.
Subscription Price	means £0.00075 per share.

2. RH agrees to assist the Company in placing the Placing Shares with eligible investors with effect from the date of the passing of the Shareholders Resolutions until 6 March 2024.

3. If before Admission:
 - (a) the Company is in material breach of any provision of this Agreement or any applicable law;
 - (b) any statement contained in the circular has become or been discovered to be untrue, inaccurate or misleading or there has been a material omission therefrom;
 - (c) there has been an event or other matter which makes it impractical or inadvisable for RH to perform its obligations under this Agreement;
 - (d) there has occurred a suspension or cancellation by the London Stock Exchange plc of trading in the ordinary shares of the Company on AIM,then RH may by written notice to the Company terminate this Agreement.

4. No amendment or variation of this letter shall be effective unless it is in writing and signed by or on behalf of both of the parties.

5. This letter may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

6. Each of the parties to this letter shall at its own cost do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may from time to time be required to give effect to the terms of this letter.

7. This letter and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter or its subject matter.

Please acknowledge receipt of this letter and confirm acceptance of the above terms by countersigning this letter and returning it to us.

Yours sincerely



ROBERT HOLT

We acknowledge receipt of this letter and confirm our acceptance of its terms.



For and on behalf of **VERDITEK PLC**

Dated: 27 February 2024