
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of December 2024
Commission File Number 001-42254**

Rezolve AI Limited
(Translation of registrant's name into English)

**3rd Floor, 80 New Bond Street
London, W1S 1SB
United Kingdom**
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

INFORMATION CONTAINED IN THIS REPORT ON FORM 6-K

As previously disclosed, (i) on December 16, 2021, Rezolve Limited entered into a secured convertible loan note instrument, as amended and restated on November 21, 2022 and May 23, 2023 and as further amended on December 18, 2023, December 29, 2023 and January 26, 2024 (the “*Loan Note Instrument*”) and (ii) on July 4, 2024, the Loan Note Instrument was novated to Rezolve AI Limited (the “*Company or Rezolve*”) in connection with the Company’s pre-closing demerger. As of December 5, 2024, there was outstanding an aggregate amount of approximately \$49 million of loan notes (“*Convertible Notes*”) outstanding under the Loan Note Instrument.

On December 5, 2024, pursuant to the terms of the Loan Note Instrument, one of the holders of the Convertible Notes converted all of his approximately \$8 million of outstanding Convertible Notes at a conversion price of \$7 per ordinary share.

On December 17, the Company, Apeiron Investment Group Ltd. and Bradley Wickens, the beneficial holders of the majority of Convertible Notes entered into an agreement (the “*Agreement*”) to amend the Loan Note Instrument (the “*Amendment*”) and that the beneficial holders shall procure that the registered nominees holding their Convertible Notes provide the necessary consents to the Amendment. Pursuant to the Amendment, the conversion price with respect to approximately \$41 million of outstanding Convertible Notes will be revised to equal \$2 per ordinary share.

Pursuant to the Agreement, Apeiron Investment Group and Bradley Wickens will also procure that the registered nominees holding approximately \$41 million of outstanding Convertible Notes (on behalf of Apeiron Investment Group Ltd. and Bradley Wickens) will exercise their option to convert all such outstanding Convertible Notes, at a conversion price of \$2 per ordinary share. Following such conversions, there will be approximately \$0.4 million of Convertible Notes outstanding under the Loan Note Instrument.

The foregoing description of the Loan Note Instrument, the Agreement and the Amendment does not purport to be complete and is qualified in its entirety by the full text of the Convertible Loan Note Instrument and the Agreement, which are incorporated by reference herein and attached herewith as Exhibit 10.1 and 10.2, respectively, and the Amendment, the form of which is incorporated by reference herein and attached herewith as Exhibit 10.3.

Exhibit No.	Description
10.1	Loan Note Instrument dated December 16, 2021, as amended and restated on November 21, 2022, and as further amended and restated on May 23, 2023 (incorporated by reference to Exhibit 10.17 of Rezolve AI Limited’s Registration Statement on Form F-4, Amendment No. 6, filed with the SEC on June 11, 2024).
10.2	Letter Agreement, dated as of December 17, 2024, by and among the Company, Apeiron Investment Group Ltd. and Bradley Wickens.
10.3	Form of Deed of Amendment.
99.1	Press Release dated December 18, 2024

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 18, 2024

By: /s/ Daniel Wagner
Name: Daniel Wagner
Title: Chief Executive Officer and Chairman

Rezolve AI Limited 5 New Street Square
London, EC4A 3TW United Kingdom

17 December 2024

1. Reference is made to the loan note instrument constituting up to \$49,892,080 7.50% senior secured convertible loan notes originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023 and as further amended and restated on 26 January 2024, and novated from Rezolve Limited to Rezolve AI Limited (the “**Company**”) by way of a deed of novation dated 4 July 2024 (the “**Loan Note Instrument**”). Capitalised terms used but not defined in this letter agreement (the “**Letter Agreement**”) shall have the meanings given to such terms in the Loan Note Instrument.
 2. Apeiron Investment Group Ltd (“**Apeiron**”), are the beneficial owners of US\$20,756,439 principal amount of Notes (the “**Apeiron Notes**”), which Apeiron hold through our nominees in the following principal amounts:
 - a. Aurora Nominees Limited (“**Aurora**”): US\$10,000,000
 - b. Joh. Berenberg Gossler & Co KH (“**Berenberg**”): US\$2,756,439
 - c. Vidacos Nominees Limited (“**Vidacos**”): US\$8,000,000
 3. Bradley Wickens is the beneficial owner of US\$20,756,438 principal amount of Notes (the “**BW Notes**”), which he holds through his nominee, Berenberg.
 4. The Company desires to amend the definition of “Conversion Price” in the Loan Note Instrument such that it means US\$2 per Share for any Conversion Date falling on or after the date that the Loan Note Instrument is so amended in the form attached hereto as Schedule 1 (the “**Deed of Amendment**”).
 5. Pursuant to Condition 15.1 (*Variations*) of the Loan Note Instrument, the prior written consent of a Noteholder Majority is required to alter any of the rights being attached to the Notes or other provisions of the Loan Note Instrument, unless the amendment is listed in paragraph (a) thereof as an amendment requiring the prior written consent of a Noteholder Supermajority (which the amendment contemplated in the Deed of Amendment is not).
 6. Aurora, Berenberg and Vidacos together constitute a Noteholder Majority in respect of their holdings of the Apeiron Notes and BW Notes (as applicable).
 7. Apeiron and Bradley Wickens hereby agree to procure that (as applicable):
 - a. Aurora, Berenberg and Vidacos, as Noteholder Majority, consent to the Deed of Amendment by signing a consent letter in the form attached hereto as Schedule 2; and
 - b. each of Aurora, Berenberg and Vidacos deliver notices of conversion in respect of the Apeiron Notes and BW Notes (as applicable) in the forms applicable to them as attached hereto as Schedule 3,in each case, as soon as promptly practicable.
 8. The provisions of the Loan Note Instrument, save as disapplied by this Letter Agreement, continue in full force and effect.
 9. This Letter Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
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Please acknowledge your acceptance of the terms of this Letter Agreement by signing and returning to us the enclosed copy.

Yours faithfully,

SIGNED for and on behalf of **APEIRON INVESTMENT GROUP LTD**

/s/ Mario Frendo

Name: Mario Frendo

Title: Director

/s/ Bradley Wickens **BRADLEY WICKENS**

By:

Executed by way of acceptance

Dan Wagner

CEOSIGNED for and on behalf of **REZOLVE AI LIMITED**

/s/ Dan Wagner

Name: Title:

[*Signature Page to Side Letter*]

Schedule 1
Form of Deed of Amendment

THIS DEED OF AMENDMENT is made on __2024 by:

REZOLVE AI LIMITED (company number 14573691) whose registered office is at 5 New Street Square, London, EC4A 3TW, United Kingdom (the "**Company**").

WHEREAS:

- (A) Rezolve Limited entered into that loan note instrument constituting up to \$49,892,080 7.50% senior secured convertible loan notes originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023 and as further amended and restated on 26 January 2024, and novated to the Company by way of a deed of novation dated 4 July 2024 (the "**Loan Note Instrument**").
- (B) The Company now wishes to amend certain provisions of the Loan Note Instrument.

IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

- 1.1 All capitalised terms used in this Deed (including the recitals) shall have the meanings given to them in the Loan Note Instrument, except where the context otherwise requires and unless otherwise defined herein.

AMENDMENT

- 2.1 With effect from the date of this Deed, the Company hereby agrees to amend the Deed in the following manner:
 - (a) the definition of "**Conversion Price**" shall be amended so that the following words are added after paragraph (b) thereof:

“provided that, in relation to any Conversion Date falling on or after _ 2024, “Conversion Price” shall mean \$2 per Share;” and
 - (b) Conditions 5.2 (*Early Redemption at the Option of the Company*), 7.1 (*Conversion at the Option of the Noteholders*) and 13.1 (*Change of Control*) of Schedule B (*Conditions of the Notes*) shall each be amended such that the references to “at the then applicable Conversion Price” shall be replaced with “at the Conversion Price”.
 - 2.2 Subject to clause 2.1 above, the terms of the Loan Note Instrument shall remain in full force and effect and the Loan Note Instrument and this Deed will, from the date of this Deed, be read and construed as one document.
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GOVERNING LAW & JURISDICTION

- 3.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law.
- 3.2 The English courts shall have exclusive jurisdiction to settle any claim, dispute or issue between the parties whether arising out of or in connection with this Deed or otherwise (including non- contractual claims).

This Deed has been executed and delivered and takes effect on the date stated at the beginning of it.

[Signature page follows]

Executed as a **DEED** for and on behalf of
REZOLVE AI LIMITED

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in the presence of a witness

Witness Signature:

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Name (print): Occupation: Address:

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Schedule 2
Form of Consent to Variation

NOTEHOLDER MAJORITY VARIATION CONSENT

From: Joh. Berenberg, Gossler & Co. KG 20 Neuer Jungfernstieg
20354, Hamburg Germany
(“**Berenberg**”)

Aurora Nominees Limited 10 Harewood
Avenue London, NW1 6AA
(“**Aurora**”)

Vidacos Nominees Limited Citigroup Centre
Canada Square, Canary Wharf London, E14 5LB
(“**Vidacos**”)

To: Rezolve AI Limited 5 New Street Square
London EC4A 3TW United Kingdom
(the “**Company**”)

____ December 2024 Dear Sirs

Re: Consent to variation of Loan Note Instrument (as defined below)

1. Introduction

- 1.1 We refer to the loan note instrument constituting up to \$49,892,080 7.50% senior secured convertible loan notes originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023 and as further amended and restated on 26 January 2024, and novated from Rezolve Limited to the Company by way of a deed of novation dated 4 July 2024 (the “**Loan Note Instrument**”). Berenberg, Aurora and Vidacos together constitute a Noteholder Majority for the purposes of the Loan Note Instrument.
- 1.2 We further refer to the draft deed of amendment appended as Appendix I, to be entered into on or around the date hereof (“**Deed of Amendment**”).

2. Consent to variation request

- 2.1 Berenberg, Aurora and Vidacos (constituting a Noteholder Majority) hereby acknowledge and agree to the terms of the Deed of Amendment.
- 3. Full force and effect**

Save as expressly set out in this letter, nothing in this letter shall constitute or be construed as a waiver or compromise of any other term or condition of the Loan Note Instrument or any of the Noteholders' rights in relation to them which for the avoidance of doubt shall continue in full force and effect.

4. **Governing law and jurisdiction**

This letter (including the agreement constituted by your acknowledgement of its terms) and any non-contractual obligations arising out of or in connection to it are governed by English law. The parties to this letter submit to the non-exclusive jurisdiction of the English courts.

Yours faithfully

..... for and on behalf of
JOH. BERENBERG, GOSSLER & CO. KG

[Signature Page to Noteholder Majority Variation Consent]

Yours faithfully

..... for and on behalf of
AURORA NOMINEES LIMITED

Yours faithfully

..... for and on behalf of
VIDACOS NOMINEES LIMITED

**Appendix I Deed of
Amendment**

THIS DEED OF AMENDMENT is made on __2024 by:

REZOLVE AI LIMITED (company number 14573691) whose registered office is at 5 New Street Square, London, EC4A 3TW, United Kingdom (the "**Company**").

WHEREAS:

- (A) Rezolve Limited entered into that loan note instrument constituting up to \$49,892,080 7.50% senior secured convertible loan notes originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023 and as further amended and restated on 26 January 2024, and novated to the Company by way of a deed of novation dated 4 July 2024 (the "**Loan Note Instrument**").
- (B) The Company now wishes to amend certain provisions of the Loan Note Instrument.

IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

- 1.1 All capitalised terms used in this Deed (including the recitals) shall have the meanings given to them in the Loan Note Instrument, except where the context otherwise requires and unless otherwise defined herein.

AMENDMENT

- 2.1 With effect from the date of this Deed, the Company hereby agrees to amend the Deed in the following manner:
 - (a) the definition of "**Conversion Price**" shall be amended so that the following words are added after paragraph (b) thereof:

“provided that, in relation to any Conversion Date falling on or after _ 2024, “Conversion Price” shall mean \$2 per Share;” and
 - (b) Conditions 5.2 (*Early Redemption at the Option of the Company*), 7.1 (*Conversion at the Option of the Noteholders*) and 13.1 (*Change of Control*) of Schedule B (*Conditions of the Notes*) shall each be amended such that the references to “at the then applicable Conversion Price” shall be replaced with “at the Conversion Price”.
 - 2.2 Subject to clause 2.1 above, the terms of the Loan Note Instrument shall remain in full force and effect and the Loan Note Instrument and this Deed will, from the date of this Deed, be read and construed as one document.
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GOVERNING LAW & JURISDICTION

- 3.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law.
- 3.2 The English courts shall have exclusive jurisdiction to settle any claim, dispute or issue between the parties whether arising out of or in connection with this Deed or otherwise (including non- contractual claims).

This Deed has been executed and delivered and takes effect on the date stated at the beginning of it.

[Signature page follows]

Executed as a **DEED** for and on behalf of
REZOLVE AI LIMITED

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in the presence of a witness

Witness Signature:

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Name (print): Occupation: Address:

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Schedule 3
Form of Conversion Notices

To: The Directors
Rezolve AI Limited (the "**Company**") 5 New Street
Square
London, EC4A 3TW United Kingdom

___2024

Dear Sirs

7.50% Senior Secured Convertible Loan Notes, originally issued by Rezolve Limited pursuant to an instrument originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023, as further amended and restated on 26 January 2024 and as further amended on ___2024, and novated to the Company pursuant to a deed of novation dated 4 July 2024 (the "Instrument**")**

Aurora Nominees Limited (the "**Exercising Noteholder**") hereby gives notice to the Company that it is exercising its right to convert \$10,000,000 principal amount of Notes (together with additional accrued interest of \$445,891 as of the date of this notice) issued pursuant to the Instrument into Shares in accordance with condition 7 (*Conversion at the Option of the Noteholders*) of the Instrument. We hold such Notes (the "**Apeiron Notes**") on behalf of Apeiron Investment Group Ltd ("**Apeiron**"), who is the beneficial owner of the Apeiron Notes.

We hereby direct the Company to allot and issue 5,222,945 Shares resulting from the conversion of the Apeiron Notes directly to The Depository Trust Company ("**DTC**") in accordance with the DTC settlement instructions provided by Apeiron, in accordance with the Conditions.

We acknowledge and agree that the Shares are issued subject to the memorandum of association and articles of association and shareholders agreement of the Company and that Apeiron agrees to become a member of the Company.

Yours faithfully

AURORA NOMINEES LIMITED

Name:

Title:

[Signature Page to Conversion Notice]

To: The Directors
Rezolve AI Limited (the "**Company**") 5 New Street
Square
London, EC4A 3TW United Kingdom

___2024

Dear Sirs

7.50% Senior Secured Convertible Loan Notes, originally issued by Rezolve Limited pursuant to an instrument originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023, as further amended and restated on 26 January 2024 and as further amended on ___2024, and novated to the Company pursuant to a deed of novation dated 4 July 2024 (the "Instrument")

Joh. Berenberg, Gossler & Co. KG (the "**Exercising Noteholder**") hereby gives notice to the Company that it is exercising its right to convert \$23,512,877 principal amount of Notes (together with additional accrued interest of \$1,048,416.70 as of the date of this notice) issued pursuant to the Instrument into Shares in accordance with condition 7 (*Conversion at the Option of the Noteholders*) of the Instrument. We hold \$2,756,439 principal amount of such Notes (together with additional accrued interest of \$122,907 as of the date of this notice) (the "**Apeiron Notes**") on behalf of Apeiron Investment Group Ltd ("**Apeiron**") and \$20,756,438 of principal amount such Notes (together with additional accrued interest of \$925,509.70 as of the date of this notice) (the "**BW Notes**") on behalf of Bradley Wickens, who are the beneficial owners of the Apeiron Notes and BW Notes (respectively).

We hereby direct the Company to allot and issue (a) 1,439,673 Shares resulting from the conversion of the Apeiron Notes directly to The Depositary Trust Company ("**DTC**") in accordance with the DTC settlement instructions provided by Apeiron and (b) 10,840,973 Shares resulting from the conversion of the BW Notes directly to DTC in accordance with the DTC settlement instructions provided by Bradley Wickens, in each case in accordance with the Conditions.

We acknowledge and agree that the Shares are issued subject to the memorandum of association and articles of association and shareholders agreement of the Company and that Apeiron and Bradley Wickens agree to become a member of the Company.

Yours faithfully

JOH. BERENBERG GOSSLER & CO KG

Name:

Title:

[Signature Page to Conversion Notice]

To: The Directors
Rezolve AI Limited (the "**Company**") 5 New Street
Square
London, EC4A 3TW United Kingdom

___2024

Dear Sirs

7.50% Senior Secured Convertible Loan Notes, originally issued by Rezolve Limited pursuant to an instrument originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023, as further amended and restated on 26 January 2024 and as further amended on ___2024, and novated to the Company pursuant to a deed of novation dated 4 July 2024 (the "Instrument**")**

Vidacos Nominees Limited (the "**Exercising Noteholder**") hereby gives notice to the Company that it is exercising its right to convert \$8,000,000 principal amount of Notes (together with additional accrued interest of \$356,712 as of the date of this notice) issued pursuant to the Instrument into Shares in accordance with condition 7 (*Conversion at the Option of the Noteholders*) of the Instrument. We hold such Notes (the "**Apeiron Notes**") on behalf of Apeiron Investment Group Ltd ("**Apeiron**"), who is the beneficial owner of the Apeiron Notes.

We hereby direct the Company to allot and issue 4,178,356 Shares resulting from the conversion of the Apeiron Notes directly to The Depository Trust Company ("**DTC**") in accordance with the DTC settlement instructions provided by Apeiron, in accordance with the Conditions.

We acknowledge and agree that the Shares are issued subject to the memorandum of association and articles of association and shareholders agreement of the Company and that Apeiron agrees to become a member of the Company.

Yours faithfully

VIDACOS NOMINEES LIMITED

Name:

Title:

[Signature Page to Conversion Notice]

THIS DEED OF AMENDMENT is made on _____ 2024 by:

REZOLVE AI LIMITED (company number 14573691) whose registered office is at 5 New Street Square, London, EC4A 3TW, United Kingdom (the "**Company**").

WHEREAS:

- (A) Rezolve Limited entered into that loan note instrument constituting up to \$49,892,080 7.50% senior secured convertible loan notes originally dated 16 December 2021, as amended and restated on 21 November 2022 and 23 May 2023, as further amended on 18 December 2023 and 29 December 2023 and as further amended and restated on 26 January 2024, and novated to the Company by way of a deed of novation dated 4 July 2024 (the "**Loan Note Instrument**").
- (B) The Company now wishes to amend certain provisions of the Loan Note Instrument.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All capitalised terms used in this Deed (including the recitals) shall have the meanings given to them in the Loan Note Instrument, except where the context otherwise requires and unless otherwise defined herein.

2. AMENDMENT

- 2.1 With effect from the date of this Deed, the Company hereby agrees to amend the Deed in the following manner:
 - (a) the definition of "**Conversion Price**" shall be amended so that the following words are added after paragraph (b) thereof:
"provided that, in relation to any Conversion Date falling on or after _____ 2024, "Conversion Price" shall mean \$2 per Share;"; and
 - (b) Conditions 5.2 (*Early Redemption at the Option of the Company*), 7.1 (*Conversion at the Option of the Noteholders*) and 13.1 (*Change of Control*) of Schedule B (*Conditions of the Notes*) shall each be amended such that the references to "at the then applicable Conversion Price" shall be replaced with "at the Conversion Price".
- 2.2 Subject to clause 2.1 above, the terms of the Loan Note Instrument shall remain in full force and effect and the Loan Note Instrument and this Deed will, from the date of this Deed, be read and construed as one document.

3. GOVERNING LAW & JURISDICTION

- 3.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and interpreted in accordance with, English law.
- 3.2 The English courts shall have exclusive jurisdiction to settle any claim, dispute or issue between the parties whether arising out of or in connection with this Deed or otherwise (including non-contractual claims).

This Deed has been executed and delivered and takes effect on the date stated at the beginning of it.

[Signature page follows]

Executed as a **DEED** for and on behalf of
REZOLVE AI LIMITED

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in the presence of a witness

Witness Signature:

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Occupation:

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[Signature Page – Loan Note Instrument Deed of Amendment – Conversion Price]



Rezolve Ai Announces \$49 Million Equity Conversion by Leading Investors

Equity conversion strengthens financial position and accelerates global expansion in the \$30 trillion retail market.

NEW YORK, December 18 2024 — Rezolve Ai (NASDAQ: RZLV), a global leader in AI-driven retail innovation, and its leading investors have entered into a series of transactions agreeing to the conversion of \$49 million of the outstanding convertible loan note into equity. The debt subject to conversion was issued pursuant to the secured convertible loan note instrument dated December 16, 2021, as amended and restated.

Rezolve Ai believes this significant milestone underscores the confidence of top-tier investors in Rezolve Ai's transformative vision, market-leading technology, and growth potential and reflects a strong endorsement of Rezolve Ai's leadership in revolutionizing the \$30 trillion retail market through advanced artificial intelligence solutions.

Christian Angermayer, Founder of Apeiron Investment Group, added: *"We have been investing in Rezolve Ai since 2018 and have been strong supporters of Dan Wagner and his team throughout. Microsoft and Google selecting Rezolve Ai as their key market technology partner for the retail and consumer sector has cemented our conviction that Rezolve Ai will be a global leader in conversational commerce field in the coming years."*

Daniel M. Wagner, CEO of Rezolve Ai commented:

"I believe this milestone highlights the extraordinary confidence that Apeiron and other leading investors have in our strategy and vision. Their support is a testament to the immense value Rezolve Ai brings to the global retail market as we continue to deliver on our mission to democratize AI and accelerate innovation worldwide."

The aggregate \$49 million equity conversion reinforces Rezolve Ai's financial strength and is expected to position the company to expand its AI-driven offerings, including Brain Commerce, Brain Checkout, and their proprietary foundation language model, brainpowa. This development follows recent strategic advancements, including a landmark go-to-market partnership with Microsoft, a similar agreement with Google and a transformative initiative to revolutionize crypto payments in retail and eliminate merchant fees – all of which underscores Rezolve Ai's commitment to reshaping the retail industry.

Looking Ahead

Rezolve Ai is committed to delivering value to its customers and shareholders, advancing its technology suite, and enabling retailers worldwide to unlock the full potential of AI. The company will continue to engage with industry leaders, secure strategic partnerships, and drive global expansion, solidifying its position as a trusted partner in the AI-driven retail revolution.

For more information about Rezolve AI and its solutions, visit www.rezolve.com.

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About Rezolve Ai

Rezolve Ai (NASDAQ: RZLV) is a leader in AI-powered solutions for commerce and retail, focused on transforming customer engagement, streamlining transactions, and driving revenue growth. The company's Brain Suite of products - Brain Commerce, Brain Checkout, and Brain Assistant - harness the power of AI to provide personalized, frictionless shopping experiences and improve business outcomes for retailers and brands worldwide. Partnering with industry giants like Microsoft, and Google, Rezolve is pioneering the future of commerce. For more information, visit www.rezolve.com.

Media Contact:

Rezolve Ai

Urmee Khan
Global Head of Communications
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Investor Relations Contact:

CORE IR
+15162222560
investors@rezolve.com

Forward-Looking Statements

Certain statements in this press release may be forward looking in nature within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Words such as "expect", "estimate", "project", "budget", "forecast", "anticipate", "intend", "plan", "may", "will", "could", "should", "believes", "predicts", "potential", "continue", and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, Rezolve's statements regarding the agreement between Rezolve and certain prominent investors to convert approximately \$41 million of debt; Rezolve's statements and expectations regarding its growth potential and ability to revolutionize the retail market and its ability to scale its operations globally, as well as Mr. Angermayer's statements regarding Rezolve's ability to execute on its forecast growth. The matters discussed in these forward-looking statements are subject to a number of risks, trends and uncertainties that could cause actual results to differ materially from those projected, anticipated or implied in the forward-looking statements. You are cautioned not place undue reliance on these forward-looking statements. None of Rezolve nor any other person is responsible for updating or revising any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.
