

Court No. _____
Vancouver Registry
Estate No. 11-3117708

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED**

AND

**IN THE MATTER OF THE BANKRUPTCY OF
ACUVA TECHNOLOGIES INC.**

PETITIONER

FIRST REPORT OF THE TRUSTEE

October 18, 2024

FIRST REPORT OF THE TRUSTEE

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INTRODUCTION AND BACKGROUND

1. Acuva Technologies Inc. (“**ATI**” or the “**Company**”) is a privately held company incorporated in the province of British Columbia and headquartered in Burnaby, British Columbia.
2. The Company’s business includes the design, development and manufacturing of UV-LED filtration systems for water, air and surface applications. The Company was founded in 2014 and expanded internationally with subsidiaries in the USA, India and Europe.
3. The Company has a history of incurring losses and was unable to achieve profitable operations or raise capital sufficient to address its funding requirements.
4. On August 19, 2024, (the “**Appointment Date**”) ATI filed an assignment in bankruptcy pursuant to section 49(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”). A Certificate of Bankruptcy for ATI was issued on the same date by the Official Receiver appointing FTI Consulting Canada Inc. as Trustee (the “**Trustee**”).
5. The amounts recorded as owing by ATI as at the Appointment Date are summarized as follows:
 - a. WEPPA priority claims relating to the termination of former employees of approximately \$26,000;
 - b. a secured claim from Genome British Columbia (“**Genome BC**”) of approximately \$1.3 million; and
 - c. unsecured claims totaling approximately \$5.5 million which relate primarily to loans from the Government of Canada including the Ministers responsible for Pacific Economic Development Canada and Western Economic Diversification Canada.

6. A copy of a search of the British Columbia Personal Property Registry dated August 19, 2024, is attached as Appendix “A”.
7. There was approximately \$133,000 in cash on hand as at the Appointment Date which is fully encumbered by the security of Genome BC.
8. On October 18, 2024, the Trustee filed a notice of application for an order (the “**AVO**”) approving an agreement of purchase and sale (the “**Watersprint APA**”) between the Trustee and Watersprint AB (the “**Purchaser**”) and vesting the Purchased Assets (as defined in the Watersprint APA) in the Purchaser free and clear of any encumbrances (the “**Watersprint Transaction**”).

PURPOSE

9. The purpose of this First Report of the Trustee (the “**First Report**”) is to provide this Honourable Court with information with respect to the following:
 - a. the Trustee’s activities since the Appointment Date;
 - b. a summary of the Trustee’s interim statement of cash receipts and disbursements (the “**Interim R&D**”);
 - c. a summary of the Company’s efforts to sell the business prior to the bankruptcy proceedings;
 - d. the Watersprint Transaction; and
 - e. the Trustee’s conclusions and recommendations.
10. The Certificate of Appointment and other publicly available information in respect of these proceedings are posted on the Trustee’s website at <http://cfcanda.fticonsulting.com/acuva>.

TERMS OF REFERENCE

11. In preparing this report, the Trustee has relied upon certain information (the “**Information**”) including the Company’s books and records and discussions with the former management of ATI (collectively, “**Management**”).
12. Except as described in this report, the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
13. The Trustee has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
14. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

TRUSTEE’S ACTIVITIES

15. Since the Appointment Date, the Trustee’s activities have included, among other things, the following:
 - a. attending the Company’s offices in Burnaby, British Columbia upon appointment to secure the Company’s assets and books and records;
 - b. meeting with former Management to discuss potential avenues to maximize recoveries to stakeholders;
 - c. meeting with Genome BC as the primary secured creditor in the estate;
 - d. attending to the various statutory responsibilities of the Trustee, including:

- i. sending notice of the bankruptcy to creditors pursuant to section 102 of the BIA;
 - ii. freezing the bank accounts of ATI;
 - iii. preparing the Trustee's preliminary report to creditors;
 - iv. reviewing proofs of claim received;
 - v. administering claims of certain eligible former employees under the *Wage Earner Protection Program Act* ("WEPPA");
 - vi. conducting the first meeting of creditors;
 - vii. meeting with inspectors; and
 - viii. attending to correspondence with various investors, creditors and other stakeholders of ATI;
- e. attending to discussions with the landlord of the Burnaby premises;
 - f. retaining Lawson Lundell LLP to act as independent legal counsel to the Trustee;
 - g. retaining certain former employees to assist with employee matters, books and records retention and general preservation of assets;
 - h. meeting with Watersprint and its advisors and reviewing documents in respect of the contemplated transaction; and
 - i. preparing this First Report.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

16. The Interim R&D for the period of August 19, 2024 to September 30, 2024 is summarized below:

R&D	
For the period of August 19, 2024 to September 30, 2024	
<i>\$000's</i>	
Receipts	
Cash on hand	\$ 133
Total Receipts	133
Disbursements	
Office lease	59
Contractors	27
Legal fees re. ATU	5
Total Disbursements	91
Net Cash on Hand	\$ 42

17. The Trustee is currently holding approximately \$42,000 after securing \$133,000 in cash on hand from ATI's bank accounts. The disbursements include the following:

- a. office lease costs related to the months of September and October, 2024. The Trustee has negotiated with the Landlord to reduce lease costs by vacating a portion of the space that was not being used by ATI effective November 1, 2024;
- b. contractor costs related primarily to former employees who have been engaged to assist the Trustee with, among other things:
 - i. maintaining and preserving books and records;
 - ii. assisting the Trustee with information requests;
 - iii. maintaining the information technology infrastructure; and
 - iv. preparing an inventory of assets;

- c. legal fees related to a request from a director of ATI's European subsidiary to assist with the wind-down of the entity which was approved by the inspectors on September 9, 2024.
18. The Interim R&D does not include the approximately \$117,000 and \$14,000 of invoiced but unpaid amounts owing to the Trustee and its legal counsel, respectively, through September 30, 2024. The Trustee is holding a retainer of \$50,000 in respect of professional fees.

MARKETING EFFORTS

19. Upon its appointment, the Trustee met with the former CEO of ATI, Greg Palmer. Mr. Palmer advised that the Company had solicited interest in a financing or sale transaction prior to the bankruptcy but that only Watersprint had conducted thorough due diligence in that process. However, ATI and Watersprint were unable to complete a transaction prior to the Company entering bankruptcy proceedings.
20. Mr. Palmer advised the Trustee of the following in respect of the Company's efforts to seek interim financing or otherwise sell the business prior to the bankruptcy proceedings:
- a. over the previous two years, the Company had engaged with various investment banking advisory firms, including Canaccord Genuity, Fort Capital, and DrakeStar, to assist with such efforts but was unsuccessful in selling the Company and/or raising sufficient capital in the business to support operations;
 - b. on August 1, 2024, Management reached out to its shareholder base (approximately 103 contacts) seeking interest in providing financing to the Company, purchasing its assets or otherwise facilitating a financing or sale; and
 - c. on August 2, 2024, Management distributed the same notice to 22 strategic contacts of ATI (competitors, suppliers and customers) seeking interest in the assets.

21. Mr. Palmer advised that as a result of these notices and inquiries, four non-disclosure agreements were signed by the Company prior to the bankruptcy. Certain information was shared with these parties, and interest was shown in the intellectual property but no offers were received prior to the assignment in bankruptcy.
22. As shown in the Interim R&D, the bankruptcy estate has never had sufficient liquidity to run any further formal or informal sales process without further funding.
23. At the recommendation of Mr. Palmer, and with approval from Genome BC, prior to the first meeting of creditors, the Trustee granted access to Watersprint during the week of August 26, 2024 to complete the due diligence it had partially completed prior to the bankruptcy. This due diligence included a site visit to the premises in Burnaby, B.C. and discussions with former management, all at the cost of Watersprint.
24. Watersprint submitted a non-binding term sheet to the Trustee on September 5, 2024 (the “**Watersprint Offer**”). The Trustee did not engage in any negotiations or provide any feedback or information to Watersprint in respect of the Watersprint Offer.
25. Subsequent to the first meeting of creditors, where it was disclosed that a non-binding term sheet was received by the Trustee, a second party, Clear Inc. (“**Clear**”). Clear inquired with the Trustee whether a data room and/or other information would be made available as part of any sales process. The Trustee confirmed it had no funding or ability to conduct a further sales process or provide such information or resources.
26. The Trustee inquired with various parties, including Genome BC, Watersprint and Clear, to determine whether any of those parties would be willing to fund the Trustee to conduct a further sales process. However, none of the parties expressed interest in providing any such funding. Accordingly, the Trustee was unable to initiate any further sales process or provide further due diligence aside from what had been conducted in respect of ATI and its assets.

27. Clear subsequently submitted a non-binding term sheet (the “**Clear Offer**”) on September 16, 2024, which was subsequently amended to increase the purchase price on September 20, 2024.
28. On September 20, 2024, both the Watersprint Offer and the Clear Offer were presented to the inspectors of the estate for the purposes of voting on a resolution to approve an offer and pursuing a transaction. A resolution was unanimously approved to pursue the Watersprint Offer.

THE WATERSPRINT TRANSACTION

29. A copy of the Watersprint APA is attached as Appendix “**B**” to this report.
30. The key commercial terms of the Watersprint APA are summarized as follows:
- a. the purchase price is \$2.8 million including a \$280,000 deposit;
 - b. the deposit is payable upon execution of the APA and is refundable if certain conditions to closing are not met, including those noted below;
 - c. the purchased assets include equipment, inventory, intellectual property and the books and records of ATI but exclude cash, accounts receivable and any shares in the Company’s subsidiaries;
 - d. the subject assets are being sold to the Purchaser on an “as-is, where-is” basis;
 - e. the closing conditions include, among other things:
 - i. the Purchaser shall have entered into an agreement with the University of British Columbia (“**UBC**”) regarding the licensing and use of certain intellectual property previously licensed by the Company from UBC on terms that are satisfactory to the Purchaser;

- ii. execution and delivery by the Trustee to the Purchaser on or before closing of short form assignment agreements in respect of the intellectual property in form and in substance satisfactory to the Purchaser, acting reasonably;
 - iii. approval of the Watersprint Offer by inspectors in accordance with the BIA; and
 - iv. approval of the AVO by this Honourable Court;
- f. the closing date shall be three business days following the date on which all of the conditions have been satisfied or waived, or such other date as agreed in writing by the parties.

31. The Trustee's comments with respect to the Watersprint APA are as follows:

- a. while the Trustee has been unable to undertake a further sales process in the course of the bankruptcy proceeding due to a lack of estate funding, the Company did seek to exhaust all available avenues for a potential sale or investment prior to the commencement of the bankruptcy proceedings;
- b. if the Watersprint Transaction is not completed shortly, the value of the Company's assets will likely deteriorate as there is insufficient funding to maintain the intellectual property portfolio and current operations;
- c. in the circumstances, the Watersprint APA provides the following:
 - i. a strategic buyer who values the assets at a much higher rate than would be received in a forced liquidation scenario; and
 - ii. a Purchase Price that is significantly higher than the Clear Offer.

- d. the Watersprint APA is supported by Genome BC, the primary secured creditor, and the inspectors, who have been appointed to represent the unsecured creditors of the estate;
 - e. the Watersprint Offer was unanimously approved by the inspectors of the estate on September 20, 2024;
 - f. the timelines and conditions and other key terms of the Watersprint APA are commercially reasonable in the circumstances, based on the Trustee's experience with similar transactions in the context of insolvency and restructuring proceedings;
 - g. the Trustee is not aware of any reason or information to suggest that the Watersprint APA does not reflect market value for these unique assets or is otherwise not in the best interests of the creditors of the estate;
 - h. the Trustee is satisfied that Watersprint has the wherewithal to complete the transaction and is an arms'-length party acting in good faith; and
 - i. the Watersprint APA will provide the potential for the continued operation of the business which may provide employment opportunities for certain former employees of ATI.
32. Overall, the Watersprint APA will result in substantial recoveries to the stakeholders of ATI in the circumstances, and is in the best interest of the Company's stakeholders.

CONCLUSIONS AND RECOMMENDATIONS

33. While the Trustee is not funded to complete a further comprehensive sales process, the Trustee notes that the Company made extensive efforts to solicit financing and/or investment just prior to the bankruptcy, and the Watersprint APA represents the best prospects of recovery to the creditors of ATI in the circumstances.

34. Absent concluding the Watersprint APA in the near term, the Trustee anticipates that it will need to complete its statutory obligations and seek discharge in the proceedings with little or no recovery to creditors.

35. Based on the foregoing, the Trustee respectfully recommends that this Honourable Court grant the AVO.

All of which is respectfully submitted this October 18, 2024.

FTI Consulting Canada Inc.
in its capacity as Trustee of
Acuva Technologies Inc. and
not in its personal or corporate capacity



Tom Powell
Senior Managing Director



Mike Clark
Managing Director

Appendix A

British Columbia Personal Property Registry Search

Business Debtor - "ACUVA TECHNOLOGIES INC."

Search Date and Time: August 19, 2024 at 1:17:38 pm Pacific time
Account Name: FTI CONSULTING CANADA INC.

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6 Matches in 6 Registrations in Report

Exact Matches: 6 (*)

Total Search Report Pages: 16

	Base Registration	Base Registration Date	Debtor Name	Page
1	213130J	April 7, 2016	* ACUVA TECHNOLOGIES INC.	2
2	720968K	April 27, 2018	* ACUVA TECHNOLOGIES INC.	5
3	759405L	September 11, 2019	* ACUVA TECHNOLOGIES INC.	8
4	403592N	December 1, 2021	* ACUVA TECHNOLOGIES INC.	11
5	403594N	December 1, 2021	* ACUVA TECHNOLOGIES INC.	13
6	732884P	August 17, 2023	* ACUVA TECHNOLOGIES INC.	15

Base Registration Number: 213130J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 7, 2016 at 11:23:48 am Pacific time
Current Expiry Date and Time:	April 7, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 19, 2024 at 1:17:38 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

2ND FLOOR, 234 SIMCOE ST.
TORONTO ON
M5T 1T4 Canada

Debtor Information

ACUVA TECHNOLOGIES INC.

Address

887 GREAT NORTHERN WAY UNIT 25
VANCOUVER BC
V5T 4T5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS REDEEMABLE SHORT TERM GIC 0811 9790 827 IN AMOUNT OF 34,500 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL ,PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

2ND FLOOR, 234 SIMCOE ST.
TORONTO ON
M5T 1T4 Canada



HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: February 12, 2021 at 11:55:56 am Pacific time
Registration Number: 768485M
Registration Life: 5 Years
New Expiration Date and Time: April 7, 2026 at 11:59:59 pm Pacific time

Registering Party Information

D & H LIMITED PARTNERSHIP

Address

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada



Base Registration Number: 720968K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 27, 2018 at 12:37:31 pm Pacific time
Current Expiry Date and Time:	April 27, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 19, 2024 at 1:17:38 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada

Debtor Information

ACUVA TECHNOLOGIES INC.

Address

2366 MAIN MALL UNIT 162
VANCOUVER BC
V6T 1Z4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE (0811-9778-975) IN THE AMOUNT OF 34,500.00 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET
TORONTO ON
M5B 2L7 Canada



HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: March 22, 2023 at 7:53:05 am Pacific time
Registration Number: 427216P
Registration Life: 5 Years
New Expiration Date and Time: April 27, 2028 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada



Base Registration Number: 759405L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 11, 2019 at 3:41:04 pm Pacific time
Current Expiry Date and Time:	September 11, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 19, 2024 at 1:17:38 pm Pacific time)

Secured Party Information

GENOME BRITISH COLUMBIA

Address

SUITE 400 - 575 WEST 8TH AVE
VANCOUVER BC
V5Z 0C4 Canada

Debtor Information

ACUVA TECHNOLOGIES INC.

Address

3771 N FRASER WAY #1
BURNABY BC
V5J 5G5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Original Registering Party

IWJ LAW

Address

2090 - 1055 WEST GEORGIA ST.
VANCOUVER BC
V6E 3R5 Canada



HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: February 22, 2021 at 10:42:16 am Pacific time
Registration Number: 783071M
Description: SUBORDINATION AGREEMENT REGARDING THE PRIORITY OF THE SECURED PARTY'S SECURITY INTERESTS VIS A VIS THE SECURITY INTERESTS PERFECTED BY FINANCING STATEMENT UNDER BASEREGISTRATION NUMBER 783067M REGISTERED ON FEBRUARY 22, 2021, IN FAVOUR OF INTERWEST ENTERPRISES LTD.

Registering Party Information

**FASKEN MARTINEAU DUMOULIN
LLP**

Address

SUITE 2900, 550 BURRARD STREET
VANCOUVER BC
V6C 0A3 Canada

Base Registration Number: 403592N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 1, 2021 at 3:05:31 pm Pacific time
Current Expiry Date and Time:	December 1, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 19, 2024 at 1:17:38 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Debtor Information

ACUVA TECHNOLOGIES INC.

Address

3771 NORTH FRASER WAY -UNIT 1
BURNABY BC
V5J 5G5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS SHORT TERM INVESTMENT INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS. ,SHORT TERM INVESTMENT ACCOUNT NO.0811 9790-827 FOR 34,500.00

Original Registering Party

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada



Base Registration Number: 403594N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 1, 2021 at 3:05:42 pm Pacific time
Current Expiry Date and Time:	December 1, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 19, 2024 at 1:17:38 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Debtor Information

ACUVA TECHNOLOGIES INC.

Address

3771 NORTH FRASER WAY UNIT 1
BURNABY BC
V5J 5G5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED ASBMO TERM INVESTMENT INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS. ,BMO TERM INVESTMENT ACCOUNT NO.00062969846 FOR 40,000.00

Original Registering Party

**BANK OF MONTREAL/BANQUE DE
MONTREAL**

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada



Base Registration Number: 732884P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 17, 2023 at 9:30:22 am Pacific time
Current Expiry Date and Time:	August 17, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of August 19, 2024 at 1:17:38 pm Pacific time)

Secured Party Information

BANK OF MONTREAL/BANQUE DE MONTREAL

Address

250 YONGE STREET, 9TH FLOOR
TORONTO ON
M5B 2L7 Canada

Debtor Information

ACUVA TECHNOLOGIES INC.

Address

3771 NORTH FRASER WAY UNIT 1
BURNABY BC
V5J 5G5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

LF269 Pledge of instrument, assignment of proceeds instrument described as BMO Redeemable Short Term Investment Certificate held in the account number No.00049574961 in the amount of \$20,000.00 including all renewals and replacements thereof, substitutions therefor accretions thereto and interest, income and money therefrom and all proceeds thereof and therefrom including accounts.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada



Appendix B

Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated for reference this 18th day of October, 2024

BETWEEN:

FTI CONSULTING CANADA INC., in its capacity as trustee in bankruptcy of Acuva Technologies Inc. and not in its personal or corporate capacity

(the “**Trustee**”)

-and-

WATERSPRINT AB

(the “**Purchaser**” and, together with the Trustee, the “**Parties**”)

WHEREAS:

- A. On August 19, 2024, Acuva Technologies Inc. (the “**Company**”) made an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., c. B-3, as amended (the “**BIA**”), and the Trustee was appointed as trustee in bankruptcy of the Company; and
- B. Subject to Court approval, the Trustee has agreed to sell, and the Purchaser has agreed to purchase, the Purchased Assets (defined below).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, including the Purchase Price and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Agreement (defined below), the following words and expressions shall have the following meanings:

“**Agreement**” means this Agreement and the schedules attached hereto, as amended from time to time.

“**Applicable Laws**” means the statutes, regulations, orders, judgments, decrees, rules or other lawful requirements of Governmental Authorities which are applicable to the Purchased Assets or any of the Parties.

“**Approval and Vesting Order**” means an approval and vesting order of the Court, pursuant to which the Transaction is approved by the Court and pursuant to which the Purchased Assets shall be vested absolutely in the Purchaser free and clear of any and all encumbrances, or its assignee pursuant to Section 9.8, on Closing.

“**Books and Records**” means all of the Company’s books and records, whether in hard copy or electronic format, that are in the possession or control of the Trustee as of the Closing Date.

“Business Day” means any day other than a Saturday or Sunday and which is not a statutory holiday in Canada and/or the Province of British Columbia.

“Claim” means any claim, actions, causes of action, demand, lawsuit, proceeding, judgment, awards, decrees, determinations, adjudications, writs, orders, pronouncements, audits, arbitration, mediation, hearings, investigations, governmental investigation or actions of every kind, nature or description, in each case, whether asserted, threatened, pending, contingent or existing, and whether based on contract, tort, statute or other legal or equitable theory of recovery.

“Closing” means the closing of the Transaction and the sale of the Purchased Assets to the Purchaser in accordance with the provisions of this Agreement.

“Closing Date” means the date that is three (3) Business Days following the date on which all of the conditions Sections 5.1, 5.2 and 5.3 have been satisfied or waived, or such other date as agreed in writing by the Parties.

“Company-UBC Licensing Agreements” means:

- (a) License Agreement effective April 20, 2015 between UBC and the Company, executed by both parties on April 29, 2015, with a term expiring on April 20, 2035 or the expiry of the last patent licensed under the agreement (the **“Original License Agreement”**);
- (b) Amended and Restated License Agreement effective September 1, 2015 between UBC and the Company, executed by both parties on September 1, 2015, as amended by (i) Amendment Agreement No. 1 dated January 29, 2016 between UBC and the Company, executed by UBC on February 9, 2016 and executed by the Company on February 5, 2016, and (ii) Amendment Agreement No. 2 dated July 31, 2017 between UBC and the Company, executed by UBC on September 5, 2017 and executed by the Company on September 1, 2017, and which remains in effect for the period beginning on September 1, 2015 and ending on January 1, 2023 (the **“First Amended and Restated License Agreement”**);
- (c) Second Amended and Restated License Agreement effective January 1, 2023 between UBC and the Company, and executed by the Company on a date unknown, superseding the First Amended and Restated License Agreement for the period starting on January 1, 2023, with a term expiring on April 20, 2035 or the expiry of the last patent licensed under this agreement.

“Conditions Precedent” means, collectively, the Mutual Conditions, the Trustee’s Conditions, and the Purchaser’s Conditions.

“Court” means the Supreme Court of British Columbia.

“Deposit” shall have the meaning set out in Section 3.2 of this Agreement.

“Equipment” means any equipment used by the Company, including the equipment enumerated in Schedule “A” hereto.

“ETA” means the *Excise Tax Act* (Canada), R.S.C., 1985, c. E-15.

“Excluded Assets” means the Company’s cash, the Company’s accounts receivable, the Company-UBC Licensing Agreements, and any shares owned by the Company in any subsidiaries.

“Final Order” means, in respect of the Approval and Vesting Order, such order after (i) the expiry of the applicable appeal period; or (ii) in the event of an appeal or application for leave to appeal or to stay, vary, supersede, set aside or vacate the Approval and Vesting Order, final determination of such appeal or application by the applicable court or appellate tribunal.

“Governmental Authorities” means any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator).

“GST” means all goods and services tax and, if applicable, harmonized sales tax imposed under Part IX of the ETA.

“Intellectual Property” means all intellectual property and industrial property, and all related rights, interests, and protections, however arising, pursuant to the laws of any jurisdiction throughout the world, all registrations, applications for registration, and renewals of such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: (i) trademarks, service marks, trade names, and similar indicia of source or origin; (ii) websites and domain names, social media account names and pages, and all related content and data; (iii) designs and design registrations; (iv) copyrights and works of authorship, whether or not copyrightable; (v) trade secrets, inventions, technology, and other confidential and proprietary information and know-how, whether or not patentable; and (v) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, or restorations of any of the foregoing, and other indicia of invention ownership, and including the Intellectual Property enumerated in Schedule “B” as of the Closing Date.

“Interim Premises Agreement” means an agreement to be entered into among the Trustee, the Purchaser (or its nominee) and BUK Investments Ltd. substantially in the form attached as Schedule “D”.

“Inventory” means any inventory of the Company, including the inventory enumerated in Schedule “C”.

“IP Preservation Costs” means all costs and expenses (including without limitation legal fees, filing fees and disbursements) paid or payable by the Purchaser in order to protect, defend and maintain the validity and enforceability of the Company’s Intellectual Property prior to Closing.

“ITA” means the *Income Tax Act* (Canada), R.S.C., 1985, c. 1 (5th Supplement).

“Losses and Liabilities” means, in relation to a matter, any and all:

- (a) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which a Party suffers, sustains, pays or incurs, directly or

indirectly, in connection with such matter and includes costs of legal counsel (on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of such matter; and

- (b) liabilities and obligations (whether under common law, in equity, under Applicable Laws or otherwise; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on fault, strict liability or otherwise) which a Party suffers, sustains, pays or incurs as a result of or in connection with such matter;

but excluding indirect, incidental, consequential, exemplary, special or punitive losses or damages suffered, sustained, paid or incurred by a Party.

“Person” means an individual, partnership (limited or general), corporation, trust, unincorporated organization, government or any department or agency thereof, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

“Provincial Sales Tax Act” means the *Provincial Sales Tax Act* (British Columbia), S.B.C. 2012, c.35.

“PST” means all provincial sales tax imposed pursuant to the Provincial Sales Tax Act or any equivalent or corresponding provincial or territorial legislation imposing a similar tax that may apply in respect of the transactions contemplated by this Agreement.

“Purchase Price” means \$2,800,000, plus all applicable Sales Taxes or any other applicable Transfer Taxes.

“Purchased Assets” means all the right, title and interest of the Trustee and the Company, if any, in, to and under the properties and assets of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, or licensed, including without limitation, the Equipment, the Intellectual Property, the Inventory and the Books and Records, but excluding the Excluded Assets.

“Sales Tax” has the meaning set out in Section 3.3.

“Taxes” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST, PST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

“Transaction” means the purchase and sale of the Purchased Assets provided for in this Agreement.

“Transfer Taxes” means all applicable Taxes payable upon or in connection with the transactions contemplated by this Agreement, including any Sales Taxes, and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement, including GST and PST.

“UBC” means the University of British Columbia.

1.2 Schedules

The following schedules attached hereto form part of this Agreement:

- (a) Schedule “A” – Equipment;
- (b) Schedule “B” – Intellectual Property;
- (c) Schedule “C” – Inventory; and
- (d) Schedule “D” – Interim Premises Agreement.

1.3 Terms of Reference

References to a specific article, section or schedule, unless something in the subject matter or context is inconsistent therewith, shall be construed as references to that specific article, section or schedule of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer: (i) generally to this Agreement and not to any particular article, section or other portion of this Agreement; and (ii) to any documents supplemental hereto.

1.4 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian dollars.

1.6 Gender and Number

All words importing the singular include the plural and vice versa. All words importing gender include all genders.

1.7 Date for Any Action

Unless otherwise specified, references to “days” shall refer to calendar days, provided, however, that if the date on which any action is required to be taken hereunder by a Person is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.8 Time

Unless otherwise specified, all references to time expressed in this Agreement and in any document issued in connection with this Agreement mean local time in Vancouver, British

Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

ARTICLE 2 AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets

Upon and subject to the terms and conditions of this Agreement, the Trustee agrees to sell, and the Purchaser agrees to purchase, the Purchased Assets for the Purchase Price.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

On Closing, the Purchaser shall pay to the Trustee:

- (a) the Purchase Price, less the Deposit and any payments made by the Purchaser pursuant to the Interim Premises Agreement and/or on account of IP Preservation Costs; and
- (b) any and all applicable Sales Taxes, or any other applicable Transfer Taxes unless the applicable tax election and /or exemption certificate(s) are presented to the Trustee on or before the Closing Date.

3.2 Deposit

The Parties acknowledge that:

- (a) concurrent with the execution of this Agreement, the Purchaser has remitted \$280,000 to the Trustee which will be held by the Trustee as a deposit (the "**Deposit**") to be applied on account of the Purchase Price at Closing;
- (b) the Deposit will be refundable to the Purchaser if any of the Mutual Conditions or the Purchaser's Conditions are not satisfied;
- (c) if Closing does not occur by reason of the Purchaser's default of its obligations under this Agreement, where such default has not been cured to the satisfaction of the Trustee, acting reasonably, within three Business Days of notice of such default by the Trustee to the Purchaser, the Deposit will be irrevocably forfeited to the Trustee and will be non-refundable. For greater certainty, such forfeiture of the Deposit to the Trustee will be in addition to and not in substitution of any remedy the Trustee may have against the Purchaser pursuant to this Agreement or otherwise; and
- (d) any interest that accrues on the Deposit shall be solely for the benefit, and shall be the property, of the Purchaser.

3.3 Taxes, Tax Elections, and Certificates of Exemption

- (a) **Taxes.** The Parties agree that the Purchase Price is exclusive of any goods and services, harmonized sales, PST, sales, retail sales, use, consumption, personal property, customs, excise, stamp, transfer, or similar taxes, duties or charges (collectively, “**Sales Taxes**”).
- (b) **Tax Elections and Certificates of Exemption.** If available, at Closing, the Trustee and the Purchaser shall execute jointly an election under section 167 of the ETA to have the sale of the Purchased Assets take place on a GST-free basis under Part IX of the ETA. The Purchaser shall file the election in the manner and within the time prescribed by Applicable Law. For PST, the Purchaser shall provide the Trustee, at Closing, with a certificate of exemption or such other similar certificate, as may be applicable, and take such steps as may be provided for under Applicable Law to have the sale of the Purchased Assets take place without the Trustee charging and collecting PST from the Purchaser in accordance with the Provincial Sales Tax Act.

ARTICLE 4 AS IS, WHERE IS

4.1 “As Is, Where Is”

The Purchaser acknowledges and agrees that:

- (a) it is acquiring the Purchased Assets on an “as-is, where-is” basis at the time of Closing and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, intended use, merchantability, quantity, condition, cost, or quality of any of the Purchased Assets;
- (b) it has been provided with the right and the reasonable opportunity to conduct due diligence investigations with respect to existing or potential liabilities pertaining to the Purchased Assets and is familiar with the condition of the Purchased Assets; and
- (c) unless otherwise provided for in this Agreement, the Purchaser acknowledges and agrees that it shall have no right or other entitlement to any abatement or reduction in the Purchase Price as a result of, arising from or in connection with any deficiency or allegation of deficiency in respect of the Purchased Assets, including, without limitation, any liability or deficiency or title deficiency, whether identified in connection with the Purchaser’s due diligence investigations or not.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Mutual Conditions

The obligation of each of the Parties to complete the Transaction is conditional upon the following conditions (the “**Mutual Conditions**”) being satisfied by the Closing Date:

- (a) the Transaction shall have been approved in accordance with the BIA by the Company’s inspectors, as appointed pursuant to the BIA, or the Company’s creditors (as applicable);

- (b) the Approval and Vesting Order shall have been granted by the Court and shall be a Final Order; and
- (c) there will be no Applicable Law or Order in effect that prohibits the consummation of the Transaction or the Closing.

5.2 Trustee's Conditions

The Trustee's obligation to complete the Transaction is conditional upon the following conditions (the "**Trustee's Conditions**") being satisfied by the Closing Date:

- (a) each representation and warranty of the Purchaser contained in Section 6.1 will be true and correct: (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date; and
- (b) the covenants, obligations, and agreements contained in this Agreement will have been complied with by the Purchaser and not have been breached in any material respect as determined in the sole discretion of the Trustee.

5.3 Purchaser's Conditions

The Purchaser's obligation to complete the Transaction is conditional upon the following conditions (the "**Purchaser's Conditions**") being satisfied on or before the Closing Date:

- (a) each representation and warranty of the Trustee contained in Section 6.2 will be true and correct: (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date;
- (b) the Purchaser shall have entered into an agreement with UBC regarding the licensing and use of certain intellectual property previously licensed by the Company from UBC, on terms that are at least as favourable as Company-UBC Licensing Agreements and that are satisfactory to the Purchaser;
- (c) execution and delivery by the Trustee to the Purchaser on or before Closing of short form assignment agreements in respect of the Intellectual Property in form and substance satisfactory to the Purchaser, acting reasonably; and
- (d) delivery by the Trustee to the Purchaser on or before Closing of the tax election and/or exemption certificates referred to in Section 3.3(b) duly executed by the Trustee.

5.4 Satisfaction of Conditions

Each Party covenants to the other that it will proceed diligently, honestly, and in good faith, and use commercially reasonable efforts with respect to all matters within its reasonable control to satisfy its respective Conditions Precedent. Neither Party shall be entitled to rely on its own non-performance or non-compliance of any of the Conditions Precedent as a reason not to complete the Transaction.

5.5 Waiver of Trustee's Conditions

The Trustee's Conditions are for the exclusive benefit of the Trustee and may be waived by the Trustee in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Trustee may have. If any of the Trustee's Conditions have not been

complied with or waived by the Trustee on or before the Closing Date, the Trustee may terminate this Agreement by written notice to the Purchaser in accordance with Section 9.9.

5.6 Waiver of Purchaser's Conditions

The Purchaser's Conditions are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the Purchaser's Conditions have not been complied with or waived by the Purchaser on or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Trustee in accordance with Section 9.9.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Trustee that:

- (a) **Status.** The Purchaser is duly organized and subsisting under the laws of its jurisdiction of organization. The Purchaser has all necessary power, authority and capacity to enter into this Agreement and all other agreements contemplated by this Agreement and to perform its obligations under this Agreement and all other agreements contemplated by this Agreement;
- (b) **Authorization.** The execution and delivery of this Agreement and all other agreements contemplated by this Agreement by the Purchaser and the consummation of the Transaction contemplated by this Agreement by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) **Due Execution.** Provided that the Approval and Vesting Order is obtained, upon execution by the Purchaser and the Trustee, this Agreement constitutes, and all documents and agreements required to be executed and delivered by the Purchaser at Closing will constitute, legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretionary nature of equitable remedies and defences;
- (d) **No Breach.** Neither the entering into nor the delivery of this Agreement nor the completion by the Purchaser of the Transaction contemplated hereby will conflict with, or constitute a default under, or result in a violation of: (i) any of the provisions of the constating documents or by-laws of the Purchaser; or (ii) any Applicable Laws;
- (e) **No Bankruptcy.** The Purchaser: (i) is not an insolvent Person within the meaning of the BIA or the *Winding-up and Restructuring Act* (Canada); (ii) has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof; (iii) has not had any petition for a receiving order and/or for the appointment of a receiver or receiver and manager over its property and/or business presented in respect of it; and (iv) has not initiated proceedings with

respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution;

- (f) **Financing.** It has sufficient funds available to it to enable it to pay in full the Purchase Price to the Trustee as herein provided and otherwise to fully perform its obligations under this Agreement; and
- (g) **Brokers/Finders Fees.** It has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Trustee or the Company shall have any obligations or liability.

6.2 Trustee's Representations and Warranties

The Trustee hereby represents and warrants to the Purchaser that:

- (a) **Authorization.** The Trustee has good right, full power and absolute authority to enter into this Agreement and the other documents and agreements executed and delivered hereunder and to sell, assign, transfer, convey and set over the interest of the Company in and to the Purchased Assets, subject to the terms and conditions of the BIA and the Approval and Vesting Order; and
- (b) **Due Execution.** Provided that the Approval and Vesting Order is obtained, upon execution by the Purchaser and the Trustee, this Agreement constitutes, and all documents and agreements required to be executed and delivered by the Trustee at Closing will constitute, legal, valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, subject to the provisions of the BIA, any other orders of the Court, bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretionary nature of equitable remedies and defences.

6.3 No Additional Representations and Warranties by the Trustee

- (a) The Trustee makes no representations or warranties except as expressly set forth in Section 6.2 and in particular, and without limiting the generality of the foregoing, the Trustee disclaims and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, which may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Company, the Trustee or their representatives in connection with the Purchased Assets or in relation to the Transaction. For greater certainty, the Trustee makes no representation or warranty, express or implied, of any kind, at law or in equity, with respect to:
 - (i) the accuracy or completeness of any data or information supplied by the Trustee or the Company or any of its representatives in connection with the Purchased Assets;
 - (ii) the value of the Purchased Assets or any estimates of prices or future cash flows arising from or allocated to the Purchased Assets or any estimates of other revenues or expenses attributable to the Purchased Assets;

- (iii) the ability of the Purchaser to obtain any necessary approval from any Government Authority in order for the Purchaser to use or operate the Purchased Assets;
- (iv) the quality, condition, fitness, suitability, serviceability or merchantability of any of the Purchased Assets; or
- (v) the title of the Company to the Purchased Assets.

Without limiting the generality of Section 4.1, the Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Purchased Assets and it has not relied on advice from the Trustee or any of its representatives with respect to the matters specifically enumerated in the immediately preceding paragraphs in connection with the purchase of the Purchased Assets and that the Purchaser is not relying upon any representation or warranty of the Trustee as to the condition of the Purchased Assets, except as expressly contained in Section 6.2 of this Agreement.

- (b) Except for its express rights under this Agreement and as expressly contained in Section 6.2, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against the Trustee in respect of the Purchased Assets or the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means), other than to the extent that such rights and remedies arise as a result of gross negligence or willful misconduct on the part of the Trustee.

6.4 No Merger of Representations and Warranties

All of the representations and warranties set out in this Article 6 shall not merge on, but shall survive, Closing.

ARTICLE 7 INDEMNITIES

7.1 General Indemnity

If Closing occurs the Purchaser shall, without any further necessary action on the part of the Trustee or the Purchaser:

- (a) assume, perform, pay, discharge and be liable to the Trustee for; and
- (b) as a separate covenant, save and hold harmless and indemnify the Trustee from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Trustee to the extent arising or accruing on or after the Closing Date and which relate to the Purchased Assets or the terms and conditions of the Company-UBC Licensing Agreements, including but not limited to all Losses and Liabilities attributable to the operation, ownership, use, construction or maintenance of the Purchased Assets arising or accruing on or after the Closing Date. For the avoidance of doubt, nothing in this Section 7.1 shall create any obligation on the part of the Purchaser with respect to

any matter arising or accruing as a result of or attributable to the operation, ownership, use, construction or maintenance of the Purchased Assets by the Company or the Trustee before the Closing Date. The Purchaser's indemnity obligation set forth in this Article 7 shall survive the Closing Date indefinitely.

ARTICLE 8 COVENANTS AND OTHER AGREEMENTS

8.1 Approval of the Court

The Purchaser acknowledges that this Agreement and the Transaction are subject to the approval of the Court.

8.2 Post-Closing Access to Books and Records

From and after the Closing Date, the Purchaser shall provide to the Trustee and its auditors, during normal business hours at any time and from time to time upon reasonable prior notice to the Purchaser, ongoing access to the Books and Records for the purpose of the Trustee complying with its duties as trustee in bankruptcy of the Company.

8.3 Capacity of Trustee

The Purchaser acknowledges and agrees that the Trustee has entered into this Agreement only in its capacity as trustee in bankruptcy of the estate of the Company and not in its personal capacity, and that in no event whatsoever will the Trustee be personally liable hereunder, and that the Purchaser will pursue no Claim against the Trustee personally other than with respect to gross negligence or willful misconduct.

ARTICLE 9 GENERAL

9.1 Obligations as Covenants

Each agreement and obligation of either of the Parties in this Agreement, even if not expressed as a covenant, is considered for all purposes to be a covenant.

9.2 Transaction Costs

Each Party shall bear its own fees and expenses in respect of the Transaction. Notwithstanding the foregoing, all costs, fees and deposits of every nature and kind incurred in distributing and registering any transfer or assignment of the Purchased Assets and in providing any assurances or security required to convey, transfer and assign the Purchased Assets to Purchaser, and to have Purchaser recognized as the holder thereof shall be borne by the Purchaser; provided, however, that the Trustee shall incur no cost or fee, and provide no deposit without the prior written consent of the Purchaser, acting reasonably. In the event that Trustee has incurred any third-party or out of pocket expenses or fees as a result of the cost of distribution, registration or in any way related to the conveyance, assignment or transfer of the Purchased Assets to Purchaser, such amounts shall be adjusted at Closing between the Parties.

9.3 Further Assurances

Each of the Parties shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further agreements, documents

and instruments, acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

9.4 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the Parties, constitute the entire agreement between the Parties pertaining to the Transaction provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. There are no other warranties or representations and no other agreements between the Parties in connection with the agreement of purchase and sale provided for herein, except as specifically set forth in this Agreement or the Schedules attached hereto, including any updated or revised version of Schedule "B" as is necessary for it to be accurate as of the Closing Date. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Parties in the same manner as the execution of this Agreement.

9.5 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

9.6 Merger

The provisions of this Agreement shall not merge with respect to any obligations of the Trustee or the Purchaser that are to be performed or fulfilled after Closing. Otherwise, except as expressly set out herein, this Agreement shall merge with the Closing of the Transaction contemplated herein.

9.7 Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the Parties and their respective permitted successors and assigns and shall ensure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

9.8 Assignment

The Purchaser shall have the right to assign its interest hereunder to a related party of the Purchaser, provided the assignee agrees by an assignment and assumption agreement to be bound by the terms of this Agreement. Any such assignment shall not however release the Purchaser of its obligations under this Agreement.

9.9 Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by email or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Trustee:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attn: Tom Powell and Mike Clark
Email: tom.powell@fticonsulting.com
mike.clark@fticonsulting.com

with a copy to:

Lawson Lundell LLP
Cathedral Place, 925 W Georgia St #1600
Vancouver, BC V6C 3L2

Attn: Scott Boucher
Email: sboucher@lawsonlundell.com

(b) Purchaser:

Watersprint AB
Medicon Village
Scheeleorget 1
223 81 Lund, Sweden

Attn: André Carlsson
Email: andre.carlsson@watersprint.com

with a copy to:

Cassels Brock & Blackwell LLP
2200 – 885 West Georgia Street
Vancouver, BC V6C 3E8

Attn: Vicki Tickle and Mihai Tomos
Email: vtickle@cassels.com
mtomos@cassels.com

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by electronic mail, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent.

9.10 Counterparts; Electronic Transmission

This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by electronic transmission via email and that the reproduction of signatures by way of electronic transmission via email will be treated as though such reproduction were executed originals and each Party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the date of execution.

[Signature page follows]

Schedule "A" – Equipment

Entry	Equipment	Qty	Notes
1	Laptops	4	
2	Desktop PC	1	
3	Monitors	6	
4	LED test bench/apparatus	1	Including temperature control and power supply accessories
5	StellarNet Black Comet spectrometer apparatus	1	Including optical holders and spacers
6	StellarNet integrated sphere	1	
7	StellarNet cosine receptors	1	
8	BK precision power supply	3	
9	Fluke multimeter/power supply	1	
10	Skytop power supply	3	
11	Uniroi power supply	2	
12	Chroma power supply and simulator	1	
13	Chroma programmable DC power supply	1	
14	Uni-T waveform generator	1	
15	Fluke mini multimeter	1	
16	Digi-sense mini multimeter	1	
17	milwaukee temperature scanner	1	
18	IO-Thrifty TC welder	1	
19	Microbial test apparatus - POE	1	Including plumbing, filtration and pump systems
20	Microbial test apparatus - POU	1	Including plumbing, filtration and pump systems
21	Hydrostatic test bench	1	
22	Hydraulic wave test bench	1	
23	System operation test bench	1	Including power supply and programmable functions
24	R&D refrigerator	1	
25	Int'lLab magnetic stirring plates	2	
26	Cole-parmer vortex generator	1	
27	Aerosolization test apparatus	1	including the vacuum pumps and compressor
28	Ultimaker 3D printer	1	
29	Weller soldering device	1	
30	Wetter portable fume hood	1	
31	Puhui infrared reflow oven	1	
32	Ansai hot plate	1	
33	Kushan Yunboshi environmental chamber	1	
34	R&D/Eng test/working benches	6	
35	R&D/Eng cabinets	2	
36	R&D/Eng shelves	8	
37	R&D/Eng measurement instruments	8	Including calibrated calipers and wrenches
38	R&D/Eng tools and accessories	-	Including wrenches, screwdrivers, drill machines, fittings, etc.

Schedule "B" – Intellectual Property

PATENTS AND INDUSTRIAL DESIGNS

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
FLUID DISINFECTION APPARATUS AND METHODS	Patent Cooperat ion Treaty		Conclu ded	PCT/CA2 018/0506 16	2018-05- 25				Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
FLUID DISINFECTION APPARATUS AND METHODS	United States of America		Publish ed	17/872,67 2	2022-07- 25				Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
FLUID DISINFECTION APPARATUS AND METHODS	Europea n Patent		Publish ed	18805348 .2	2018-05- 25				Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
FLUID DISINFECTION APPARATUS AND METHODS	China		Grante d	20188004 8750.2	2018-05- 25	ZL20188 0048750. 2	2022-09-27		Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
FLUID DISINFECTION APPARATUS AND METHODS	China		Publish ed	20221114 8767.X	2018-05- 25				Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
FLUID DISINFECTION APPARATUS AND METHODS	Korea, Republic of (KR)		Grante d	10-2019- 7038342	2018-05- 25	10- 2686645	2024-07-16		Ashkan Babaie Babak Adeli- Koudehi	Acuva Technologies Inc. The University			Smart & Biggar LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
									Fariborz Taghipour	of British Columbia			
FLUID DISINFECTION APPARATUS AND METHODS	India		Grante d	20192705 3234	2018-05- 25	542436	2024-06-20		Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
FLUID DISINFECTION APPARATUS AND METHODS	Japan		Grante d	2019- 565236	2018-05- 25	7121054	2022-08-08		Ashkan Babaie Babak Adeli- Koudehi Fariborz Taghipour	Acuva Technologies Inc. The University of British Columbia			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	Japan		Grante d	2018- 007059	2018-03- 30	1618344	2018-10-26		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	Hong Kong		Grante d	1800578. 5M001	2018-03- 28	1800578. 5M001	2018-09-07		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	India		Grante d	304032	2018-03- 27	304032	2019-07-15		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	United States of America		Grante d	29/64279 2	2018-04- 02	D860386	2019-09-17		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	Singapor e		Grante d	30201805 126W	2018-03- 28	3020180 5126W	2018-04-10		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	Taiwan		Grante d	10730175 7	2018-03- 28	D194982	2018-12-21		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
WATER DISINFECTION UNIT (2 LED Version)	Philippin es		Grante d	3-2018- 000258	2018-04- 02	3-2018- 000258	2018-08-10		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	Europea n Union		Grante d	00529625 8	2018-06- 04	0052962 58-0001	2018-06-04		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (2 LED Version)	United Kingdom		Grante d	00529625 8	2018-06- 04	9005296 258-0001	2018-06-04		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version)	United States of America		Grante d	29/64279 8	2018-04- 02	D859583	2019-09-10		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Canada		Grante d	185478	2018-12- 28	185478	2023-06-21		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Japan		Grante d	2019- 010711	2019-05- 17	1659037	2020-04-14		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	China		Grante d	20193024 0447.X	2019-05- 17	ZL20193 0240447. X	2020-01-17		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	India		Grante d	317834	2019-05- 17	317834- 001	2019-05-17		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED	Korea, Republic of (KR)		Grante d	30-2019- 23765	2019-05- 21	30- 1039037	2019-12-20		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
Version - w/two LED portion)													
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	United States of America		Grante d	29/69167 1	2019-05- 17	920469	2021-05-25		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Taiwan		Grante d	10830283 1	2019-05- 17	D214765	2021-10-21		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Philippin es		Grante d	3-2019- 000521	2019-05- 17	3-2019- 000521	2020-05-08		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Europea n Union		Grante d	00648913 4	2019-05- 20	0064891 34-0005	2019-05-20		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Mexico		Grante d	MX/f/201 9/001293	2019-05- 16	61642	2021-07-21		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	Canada		Grante d	188786	2019-07- 12	188786	2020-11-13		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP
WATER DISINFECTION UNIT (1 LED Version - w/two LED portion)	United Kingdom		Grante d	6489134	2019-05- 20	9006489 134-0005	2019-05-20		Ashkan Babaie	Acuva Technologies Inc.			Smart & Biggar LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
DISINFECTION DEVICE	United States of America	Desig n Patent	Aband oned	29/80396 4	17-Aug- 2021			287	DE BRUN, Cathal;PILA T, Rafal	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP
DISTRIBUTING LIGHT IN A REACTION CHAMBER	Republic of Korea	Patent	Regist ered	10-2020- 7011594	25-Sep- 2018	10- 2627247	16-Jan-2024	1316	ADELI KOUDEHI, Babak;TAG HIPOUR, Fariborz;SIN GH, Manoj;JALA LI, Alireza	Acuva Technologies Inc.;THE UNIVERSITY OF BRITISH COLUMBIA	25-Sep- 2017	298017 8	Oyen Wiggs Green & Mutala LLP
IN LINE UV DISINFECTION REACTOR	China	Desig ns	Aband oned	20223036 05891	14-Jun- 2022	ZL 2022303 605891	15-Nov-2022	288	DE BRUN, Cathal;SHA NKAR, Goutam;KO UDEHI, Babak Adeli	Acuva Technologies Inc.	14-Dec- 2021	29/8193 71	Oyen Wiggs Green & Mutala LLP
IN LINE UV DISINFECTION REACTOR	India	Desig ns	Regist ered	366019- 001	14-Jun- 2022	366019- 001	14-Dec-2021	288	DE BRUN, Cathal;SHA NKAR, Goutam;KO UDEHI, Babak Adeli	Acuva Technologies Inc.	14-Dec- 2021	29/8193 71	Oyen Wiggs Green & Mutala LLP
METHODS AND APPARATUS FOR DISINFECTION OF FLUID- DISPENSING NOZZLES, ORIFICES AND THE LIKE	United States of America	Patent	Expire d	63/10580 9	26-Oct- 2020			286	KOUDEHI, Babak Adeli;KESH AVARZFAT HY, Majid;OSKO UEI, Milad Raeiszadeh	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP
METHODS AND APPARATUS FOR DISINFECTION OF FLUID-	Patent Cooperat ion Treaty	Patent	Nation al Phase Comple ted	PCT/CA2 021/0515 01	25-Oct- 2021			286	KOUDEHI, Babak Adeli;KESH AVARZFAT HY,	Acuva Technologies Inc.	26-Oct- 2020	63/1058 09	Oyen Wiggs Green & Mutala LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
DISPENSING NOZZLES, ORIFICES AND THE LIKE									Majid;OSKO UEI, Milad Raeiszadeh				
METHODS AND APPARATUS FOR DISINFECTION OF FLUID- DISPENSING NOZZLES, ORIFICES AND THE LIKE	United States of America	Patent	Published and pending	18/30568 4	24-Apr- 2023			286	KOUDEHI, Babak Adeli;KESH AVARZFAT HY, Majid;OSKO UEI, Milad Raeiszadeh	Acuva Technologies Inc.	26-Oct- 2020	63/1058 09	Oyen Wiggs Green & Mutala LLP
METHODS AND APPARATUS FOR DISINFECTION OF FLUID- DISPENSING NOZZLES, ORIFICES AND THE LIKE	European Patent Office	Patent	Abandoned	21884207 .8	25-Oct- 2021			286	KOUDEHI, Babak Adeli;KESH AVARZFAT HY, Majid;OSKO UEI, Milad Raeiszadeh	Acuva Technologies Inc.	26-Oct- 2020	63/1058 09	Oyen Wiggs Green & Mutala LLP
METHODS AND SYSTEMS FOR USING ULTRAVIOLET LIGHT- EMITTING DIODES FOR AIR DISINFECTION	United States of America	Patent	Expired	63/39738 7	12-Aug- 2022			A757 0022	KOUDEHI, Babak Adeli;ANAR AKI, Shahriar Rouhani;OS KOU EI, Milad Raeiszadeh; ESPID, Ehsan;KES HAVARZFA THY, Majid	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
METHODS AND SYSTEMS FOR USING ULTRAVIOLET LIGHT-EMITTING DIODES FOR AIR DISINFECTION	Patent Cooperat ion Treaty	Patent	Published	PCT/CA2 023/0510 75	11-Aug-2023			A757 0022	KOUDEHI, Babak Adeli;ANAR AKI, Shahriar Rouhani;OS KOU EI, Milad Raeiszadeh; ESPID, Ehsan;KES HAVARZFA THY, Majid	Acuva Technologies Inc.	12-Aug-2022	63/3973 87	Oyen Wiggs Green & Mutala LLP
METHODS AND SYSTEMS FOR USING ULTRAVIOLET LIGHT-EMITTING DIODES FOR DISINFECTION OF STATIONARY FLUIDS	United States of America	Patent	Published and pending	18/44889 3	11-Aug-2023			A757 0023	KOUDEHI, Babak Adeli;OSKO UEI, Milad Raeiszadeh; ESPID, Ehsan;ENN S, Peter	Acuva Technologies Inc.	11-Aug-2022	63/3973 75	Oyen Wiggs Green & Mutala LLP
METHODS AND SYSTEMS FOR USING ULTRAVIOLET LIGHT-EMITTING DIODES FOR DISINFECTION OF STATIONARY FLUIDS	United States of America	Patent	Expired	63/39737 5	11-Aug-2022			A757 0023	KOUDEHI, Babak Adeli;OSKO UEI, Milad Raeiszadeh; ESPID, Ehsan	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP
MONITORING LIGHT OUTPUT FROM AT LEAST ONE	United States of America	Patent	Registered	16/65010 5	25-Sep-2018	1147397 2	18-Oct-2022	A757 0024	BABAIE, Ashkan;SHA GERDMOO TAAB, Ali	Acuva Technologies Inc.	25-Sep-2017	298036 1	Oyen Wiggs Green & Mutala LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
SOLID-STATE LIGHT SOURCE													
MONITORING LIGHT OUTPUT FROM AT LEAST ONE SOLID-STATE LIGHT SOURCE	United States of America	Patent	Registered	17/94301 3	12-Sep- 2022	1182178 8	21-Nov-2023	A757 0024	BABAIE, Ashkan;SHA GERDMOO TAAB, Ali	Acuva Technologies Inc.	25-Sep- 2017	298036 1	Oyen Wiggs Green & Mutala LLP
MONITORING LIGHT OUTPUT FROM AT LEAST ONE SOLID-STATE LIGHT SOURCE	Canada	Patent	Abandoned	2980361	25-Sep- 2017			A757 0024	BABAIE, Ashkan;SHA GERDMOO TAAB, Ali	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP
MULTI- REFLECTOR PHOTOREACTO R FOR CONTROLLED IRRADIATION OF FLUID	Patent Cooperat ion Treaty	Patent	Nation al Phase Comple ted	PCT/CA2 020/0508 77	24-Jun- 2020			1291	TAGHIPOU R, Fariborz;KO UDEHI, Babak Adeli	THE UNIVERSITY OF BRITISH COLUMBIA AND ACUVA TECHNOLOGI ES INC.	24-Jun- 2019	62/8654 84	Oyen Wiggs Green & Mutala LLP
MULTI- REFLECTOR PHOTOREACTO R FOR CONTROLLED IRRADIATION OF FLUID	United States of America	Patent	Published, Pending	17/55340 4	16-Dec- 2021			1291	TAGHIPOU R, Fariborz;KO UDEHI, Babak Adeli	THE UNIVERSITY OF BRITISH COLUMBIA;Ac uva Technologies Inc.	24-Jun- 2019	62/8654 84	Oyen Wiggs Green & Mutala LLP
MULTI- REFLECTOR PHOTOREACTO R FOR CONTROLLED IRRADIATION OF FLUID	India	Patent	Published	20221700 3784	24-Jun- 2020			1291	TAGHIPOU R, Fariborz;KO UDEHI, Babak Adeli	THE UNIVERSITY OF BRITISH COLUMBIA;Ac uva Technologies Inc.	24-Jun- 2019	62/8654 84	Oyen Wiggs Green & Mutala LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
SELF-SANITIZING HANDLE	Patent Cooperat ion Treaty	Patent	Nation al Phase Compl eted	PCT/CA2 021/0513 64	29-Sep-2021			1303	TAGHIPOUR, Fariborz;MONTAZERI, Mahyar Mohaghegh; KOUDEHI, Babak Adeli;KESH AVARZFAT HY, Majid	THE UNIVERSITY OF BRITISH COLUMBIA AND ACUVA TECHNOLOGIES INC.	30-Sep-2020	63/0859 59	Oyen Wiggs Green & Mutala LLP
ULTRAVIOLET LIGHT EMITTER	United States of America	Patent	Expire d	62/89000 8	21-Aug-2019			283	DUCK, Graham Ian;KOUDE HI, Babak Adeli;BABAI E, Ashkan	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP
ULTRAVIOLET LIGHT EMITTER	Patent Cooperat ion Treaty	Patent	Nation al Phase Compl eted	PCT/CA2 020/0511 12	13-Aug-2020			283	DUCK, Graham Ian;KOUDE HI, Babak Adeli;BABAI E, Ashkan	Acuva Technologies Inc.	21-Aug-2019	62/8900 08	Oyen Wiggs Green & Mutala LLP
ULTRAVIOLET LIGHT EMITTER	United States of America	Patent	Publish ed and pendin g	17/66827 3	9-Feb-2022			283	DUCK, Graham Ian;KOUDE HI, Babak Adeli;BABAI E, Ashkan	Acuva Technologies Inc.	21-Aug-2019	62/8900 08	Oyen Wiggs Green & Mutala LLP
UV DISINFECTION REACTOR	United States of America	Desig n Patent	Regist ered	29/81937 1	14-Dec-2021	D103747 9	30-Jul-2024	288	DE BRUN, Cathal;SHANKAR, Goutam;KOUDEHI, Babak Adeli;LEWIS , Ian David	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP

Title	Country	Type	Status	Applicati on No.	Date Filed	Registra tion No.	Registration Date	Family	Inventors	Applicant/Ow ner	Earliest Priority Date	Earliest Priority No.	Agent
UV DISINFECTION REACTOR	United States of America	Desig n Patent	Regist ered	29/826135	9-Feb-2022	D1037480	30-Jul-2024	290	DE BRUN, Cathal;SHANKAR, Goutam;KOUDEHI, Babak Adeli;LEWIS, Ian David	Acuva Technologies Inc.			Oyen Wiggs Green & Mutala LLP
UV DISINFECTION REACTOR	China	Desig ns	Aband oned	2022305118804	8-Aug-2022	ZL2022305118804	18-Nov-2022	290	DE BRUN, Cathal;SHANKAR, Goutam;KOUDEHI, Babak Adeli;LEWIS, Ian David	Acuva Technologies Inc.	9-Feb-2022	29/826135	Oyen Wiggs Green & Mutala LLP
UV DISINFECTION REACTOR	India	Desig ns	Regist ered	368916-001	8-Aug-2022	368916-001	9-Feb-2022	290	DE BRUN, Cathal;SHANKAR, Goutam;KOUDEHI, Babak Adeli;LEWIS, Ian David	Acuva Technologies Inc.	9-Feb-2022	29/826135	Oyen Wiggs Green & Mutala LLP
UV DISINFECTION REACTOR	Europea n Union Intellectual Property Office	Desig ns	Regist ered	009143225	9-Aug-2022	009143225-0001	9-Aug-2022	290	DE BRUN, Cathal;SHANKAR, Goutam;KOUDEHI, Babak Adeli;LEWIS, Ian David	Acuva Technologies Inc.	9-Feb-2022	29/826135	Oyen Wiggs Green & Mutala LLP
WATER TREATMENT DEVICE WITH INTERNAL CHAMBER	Taiwan	Patent	Publish ed, Pending	110148759	24-Dec-2021			1313	TAGHIPOUR, Fariborz;KOUDEHI, Babak Adeli;KESH AVARZFAT	THE UNIVERSITY OF BRITISH COLUMBIA;Acuva Technologies Inc.	30-Apr-2021	63/182642	Oyen Wiggs Green & Mutala LLP

Title	Country	Type	Status	Application No.	Date Filed	Registration No.	Registration Date	Family	Inventors	Applicant/Owner	Earliest Priority Date	Earliest Priority No.	Agent
									HY, Majid;OSKO UEI, Milad Raeiszadeh; ESPID, Ehsan				
WATER TREATMENT DEVICE WITH INTERNAL CHAMBER	Patent Cooperation Treaty	Patent	National Phase Completed	PCT/CA2022/050667	29-Apr-2022			1313	TAGHIPOUR, Fariborz;KOUDEHI, Babak Adeli;KESH AVARZFAT HY, Majid;OSKO UEI, Milad Raeiszadeh; ESPID, Ehsan;LEWIS, Ian David	THE UNIVERSITY OF BRITISH COLUMBIA AND ACUVA TECHNOLOGIES INC.	30-Apr-2021	63/182642	Oyen Wiggs Green & Mutala LLP
WATER TREATMENT DEVICE WITH INTERNAL CHAMBER	United States of America	Patent	Published, Pending	18/492759	23-Oct-2023			1313	TAGHIPOUR, Fariborz;KOUDEHI, Babak Adeli;KESH AVARZFAT HY, Majid;OSKO UEI, Milad Raeiszadeh; ESPID, Ehsan;LEWIS, Ian David	THE UNIVERSITY OF BRITISH COLUMBIA;Acuva Technologies Inc.	30-Apr-2021	63/182642	Oyen Wiggs Green & Mutala LLP


Title	Country	Type	Status	Application No.	Date Filed	Registration No.	Registration Date	Family	Inventors	Applicant/Owner	Earliest Priority Date	Earliest Priority No.	Agent
WATER TREATMENT DEVICE WITH INTERNAL CHAMBER	European Patent Office	Patent	Published, Pending	22794164.8	29-Apr-2022			1313	TAGHIPOUR, Fariborz;KOUDEHI, Babak Adeli;KESH AVARZFATHY, Majid;OSKOU EI, Milad Raeiszadeh; ESPID, Ehsan;LEWIS, Ian David	THE UNIVERSITY OF BRITISH COLUMBIA;Acuva Technologies Inc.	30-Apr-2021	63/182642	Oyen Wiggs Green & Mutala LLP
WATER TREATMENT DEVICE WITH INTERNAL CHAMBER	India	Patent	Published, Pending	202317080943	29-Apr-2022			1313	TAGHIPOUR, Fariborz;KOUDEHI, Babak Adeli;KESH AVARZFATHY, Majid;OSKOU EI, Milad Raeiszadeh; ESPID, Ehsan;LEWIS, Ian David	THE UNIVERSITY OF BRITISH COLUMBIA;Acuva Technologies Inc.	30-Apr-2021	63/182642	Oyen Wiggs Green & Mutala LLP




TRADEMARKS




Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
ACUVA	Canada	Application - Under examination (Examiner's Report dated 2024-09-09; reported 2024-09-12)	2052936	2020-09-21	n/a	n/a	Goods (Nice class 11) (1) Disinfectant apparatus; apparatus for disinfecting water; apparatus for disinfecting air; apparatus for disinfecting respirators, face masks, face shields, visors, gloves and other personal protection equipment, clothing, equipment; apparatus for disinfecting tools, furniture and solid surfaces; disinfectant apparatus for medical purposes; germicidal ultraviolet radiation apparatus for purifying air; air purifying units for household use; air purifying units for commercial use; air purifying units for industrial use; handheld apparatus for disinfecting air, water, respirators, face masks, face shields, visors, gloves and other personal protection equipment; handheld apparatus for disinfecting clothing, equipment, tools, furniture and solid surfaces; ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (UV) radiation devices for use in water dispensing apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; ultraviolet (UV) radiation devices for use in air conditioning units; ultraviolet (UV) radiation devices for use in building air supply units;	Acuva Technologies Inc.	D. ANDREW LEW



Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
							apparatus for water treatment; apparatus for air treatment		
ACUVA	Brazil (Madrid)	Granted; registration fee paid 2022-03-04	501575267	n/a	n/a	n/a		Acuva Technologies Inc.	D. ANDREW LEW
ACUVA	China (Madrid)	Granted; received notice 2021-06-17	2052936 (CA Basic Application)	n/a	2021-06-16	1575267		Acuva Technologies Inc.	D. ANDREW LEW
ACUVA	E.U. (Madrid)	Granted	2052936 (CA Basic Application)	n/a	2020-12-26	1575267	Goods (Nice class 11) Disinfectant apparatus; apparatus for disinfecting water; apparatus for disinfecting air; apparatus for disinfecting respirators, face masks, face shields, visors, gloves and other personal protection equipment, clothing, equipment; apparatus for disinfecting tools, furniture and solid surfaces; disinfectant apparatus for medical purposes; germicidal ultraviolet radiation apparatus for purifying air; air purifying units for household use; air purifying units for commercial use; air purifying units for industrial use; handheld apparatus for disinfecting air, water, respirators, face masks, face shields, visors, gloves and other personal protection equipment; handheld apparatus for disinfecting clothing, equipment, tools, furniture and solid surfaces; ultraviolet (uv) radiation water treatment devices; water purification machines for domestic use; water purification	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
							machines for marine use; ultraviolet (uv) radiation devices for use in water dispensing apparatus; ultraviolet (uv) radiation devices for use in water supply apparatus; ultraviolet (uv) radiation devices for use in air conditioning units; ultraviolet (uv) radiation devices for use in building air supply units; apparatus for water treatment; apparatus for air treatment.		
ACUVA	Germany	Registered	30 2020 113 545.5/11	2020-09-30	2020-10-14	30 2020 113 54		Acuva Technologies Inc.	D. ANDREW LEW
ACUVA	India (Madrid)	Registered; received notice 2021-08-10	2052936 (CA Basic Application)	n/a	2020-12-26	4861816 (1575267)		Acuva Technologies Inc.	D. ANDREW LEW
ACUVA	WIPO (Madrid)	International registration granted; designated countries: BR, CN, EU, IN, MX, KR, USA	2052936 (CA Basic Application)	2020-12-26	2020-12-26	1575267		Acuva Technologies Inc.	D. ANDREW LEW
ACUVA	Mexico (Madrid)	Granted; Statement of Grant of Protection dated 2022-05-09	2052936 (CA Basic Application)	n/a	2020-12-27	2355774 (1575267)		Acuva Technologies Inc.	D. ANDREW LEW
ACUVA	Republic of Korea (Madrid)	Registered	2052936 (CA Basic Application)	n/a	2022-08-22	8-5-2022-004400940		Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
ACUVA	USA (Madrid)	Registered	US 79304103	n/a	2022-07-26	6799440		Acuva Technologies Inc.	D. ANDREW LEW
a Design 	Canada	Application - Under examination (Examiner's Report dated 2024-09-09; reported 2024-09-12)	2052935	2020-09-21	n/a	n/a	Goods (Nice class 11) (1) Disinfectant apparatus; apparatus for disinfecting water; apparatus for disinfecting air; apparatus for disinfecting respirators, face masks, face shields, visors, gloves and other personal protection equipment, clothing, equipment; apparatus for disinfecting tools, furniture and solid surfaces; disinfectant apparatus for medical purposes; germicidal ultraviolet radiation apparatus for purifying air; air purifying units for household use; air purifying units for commercial use; air purifying units for industrial use; handheld apparatus for disinfecting air, water, respirators, face masks, face shields, visors, gloves and other personal protection equipment; handheld apparatus for disinfecting clothing, equipment, tools, furniture and solid surfaces; ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (UV) radiation devices for use in water dispensing apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; ultraviolet (UV) radiation devices for use in air conditioning units; ultraviolet (UV)	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
							radiation devices for use in building air supply units; apparatus for water treatment; apparatus for air treatment.		
a Design 	Brazil (Madrid)	Granted; registration fee paid 2022-03-04	501574869	n/a	2020-12-26	1574869		Acuva Technologies Inc.	D. ANDREW LEW
a Design 	China (Madrid)	Granted; notice received 2021-06-24	2052935 (CA Basic Application)	n/a	n/a	1574869		Acuva Technologies Inc.	D. ANDREW LEW
a Design 	E.U. (Madrid)	Granted	2052935 (CA Basic Application)	n/a	2020-12-26	1574869	Goods (Nice class 11) Disinfectant apparatus; apparatus for disinfecting water; apparatus for disinfecting air; apparatus for disinfecting respirators, face masks, face shields, visors, gloves and other personal protection equipment, clothing, equipment; apparatus for disinfecting tools, furniture and solid surfaces; disinfectant apparatus for medical purposes; germicidal ultraviolet radiation apparatus for purifying air; air purifying units for household use; air purifying units for commercial use; air purifying units for industrial use; handheld apparatus for disinfecting air, water, respirators, face masks, face shields, visors, gloves and other personal protection equipment; handheld apparatus	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
							for disinfecting clothing, equipment, tools, furniture and solid surfaces; ultraviolet (uv) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (uv) radiation devices for use in water dispensing apparatus; ultraviolet (uv) radiation devices for use in water supply apparatus; ultraviolet (uv) radiation devices for use in air conditioning units; ultraviolet (uv) radiation devices for use in building air supply units; apparatus for water treatment; apparatus for air treatment.		
a Design 	India (Madrid)	Granted; notice dated 2021-09-30	2052935 (CA Basic Application)	n/a	2020-12-26	4864964		Acuva Technologies Inc.	D. ANDREW LEW
a Design 	Madrid	International registration granted; designated countries: BR, CN, EU, IN, MX, KR, USA	2052935 (CA Basic Application)	2020-12-26	2020-12-26	1574869		Acuva Technologies Inc.	D. ANDREW LEW
a Design 	Mexico (Madrid)	Granted; Statement of Grant of Protection dated 2022-05-09	2052935 (CA Basic Application)	n/a	2022-05-09	1574869		Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
a Design 	Republic of Korea (Madrid)	Registered	2052935 (CA Basic Application)	n/a	2022-06-13	8-5-2022-003053617		Acuva Technologies Inc.	D. ANDREW LEW
a Design 	USA (Madrid)	Registered	US 79303977	2020-12-26	2022-07-26	6799439		Acuva Technologies Inc.	D. ANDREW LEW
ArrowMAX	Canada	Application - Under examination (Examiner's Report dated 2024-09-18; reported 2024-10-07)	2072369	2020-12-18	n/a	n/a	Goods (Nice class 11) (1) Apparatus for disinfecting water; handheld apparatus for disinfecting water, respirators, ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (UV) radiation devices for use in water dispensing apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; apparatus for water treatment.	Acuva Technologies Inc.	D. ANDREW LEW
ArrowMAX	WIPO (Madrid)	Registered	2072369	2022-03-07	2022-03-07	1679146	Goods (Nice class 11) Apparatus for disinfecting water; handheld apparatus for disinfecting water, respirators, ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (UV) radiation devices for use in water dispensing	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
							apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; apparatus for water treatment.		
ArrowMAX	E.U. (Madrid)	Granted; Statement of Grant of Protection dated 2024-01-19	Ref No.: CA IRPI-000065116	2022-03-07	2022-03-07	1679146	Goods (Nice class 11) Apparatus for disinfecting water; handheld apparatus for disinfecting water, respirators, ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (UV) radiation devices for use in water dispensing apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; apparatus for water treatment.	Acuva Technologies Inc.	D. ANDREW LEW
AZURE	Canada	Application - Under examination (Examiner's Report dated 2024-09-18; reported 2024-10-07)	2144222	2021-11-01	n/a	n/a	Goods (Nice class 11) (1) Apparatus for disinfecting water; UV-LED water disinfecting devices; disinfecting ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; water purification machines for use in motor vehicles; ultraviolet (UV) radiation devices for use in water dispensing apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; apparatus for water treatment; water purification modules for appliances.	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
AZURE	WIPO (Madrid)	International registration granted; designated countries: BR, CN, EU, IN, JP, MX, KR, UK, USA	n/a	n/a	2021-11-12	1636390	Goods (Nice class 11) Apparatus for disinfecting water; uv-led water disinfecting devices; disinfecting ultraviolet (uv) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; water purification machines for use in motor vehicles; ultraviolet (uv) radiation devices for use in water dispensing apparatus; ultraviolet (uv) radiation devices for use in water supply apparatus; apparatus for water treatment; water purification modules for appliances.	Acuva Technologies Inc.	D. ANDREW LEW
AZURE	WIPO (Madrid)	International registration granted; designated countries: IN	1565341001		2022-03-05	1676861	Goods (Nice class 11) Apparatus for disinfecting water; uv-led water disinfecting devices; disinfecting ultraviolet (uv) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (uv) radiation devices for use in water dispensing apparatus; ultraviolet (uv) radiation devices for use in water supply apparatus; apparatus for water treatment; water purification modules for appliances.	Acuva Technologies Inc.	D. ANDREW LEW
AZURE	E.U. (Madrid)	Granted; Statement of Grant of Protection	n/a		2021-11-12	1636390	Goods (Nice class 11) Apparatus for disinfecting water; uv-led water disinfecting devices; disinfecting ultraviolet (uv)	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
		dated 2022-05-20					radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; water purification machines for use in motor vehicles; ultraviolet (uv) radiation devices for use in water dispensing apparatus; ultraviolet (uv) radiation devices for use in water supply apparatus; apparatus for water treatment; water purification modules for appliances.		
AZURE	Mexico (Madrid)	Granted; Statement of Grant of Protection dated 2023-01-30	n/a	n/a	2021-11-12	2469978		Acuva Technologies Inc.	D. ANDREW LEW
AZURE	U.K. (Madrid)	Protected	WO0000001636390	2022-03-05	2024-01-04	WO0000001636390		Acuva Technologies Inc.	D. ANDREW LEW
INTENSEBEAM	Canada	Application - Under examination (Examiner's Report dated 2024-09-18; reported 2024-10-07)	2144221	2021-11-01	n/a	n/a	Goods (Nice class 11) (1) Apparatus and technology for disinfecting water; UV-LED water disinfecting apparatus and technology; ultraviolet (UV) radiation apparatus and technology for water treatment; water purification apparatus and technology for domestic use; water purification apparatus and technology for marine use; water purification apparatus and technology for use in motor vehicles; ultraviolet (UV) radiation apparatus and technology for use in water dispensing apparatus;	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
							ultraviolet (UV) radiation apparatus and technology for use in water supply apparatus; UV apparatus and technology for water treatment; water purification apparatus and technology for appliances		
INTENSEBEAM	WIPO (Madrid)	International registration granted; designated countries: BR, CN, EU, IN, JP, MX, KR, UK, USA	n/a	n/a	2022-11-12	1637889		Acuva Technologies Inc.	D. ANDREW LEW
INTENSEBEAM	India (Madrid)	Granted; Statement of Grant of Protection dated 2022-10-19	1637889	n/a	n/a	5290441		Acuva Technologies Inc.	D. ANDREW LEW
INTENSEBEAM	Mexico (Madrid)	Granted; Statement of Grant of Protection dated 2022-09-02	2686462	n/a	n/a	2440702		Acuva Technologies Inc.	D. ANDREW LEW
INTENSEBEAM	U.K. (Madrid)	Granted; Statement of Grant of Protection dated 2022-04-10; reported 2022-05-29	n/a	n/a	2022-11-12	WO000000016		Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
SOLARIX	Canada	Application - Under examination (Examiner's Report dated 2024-09-12; reported 2024-10-07)	2069337	2020-12-08	n/a	n/a	Goods (Nice class 11) (1) Ultraviolet sterilizers; sanitizing apparatus using ultraviolet-C (UV-C) for sanitizing surfaces of objects; handheld disinfecting apparatus in the form of wands using ultraviolet-C (UV-C) radiation for sanitizing surfaces; disinfecting apparatus in the form of a box using ultraviolet-C (UV-C) radiation for sanitizing surfaces of objects placed inside the box.	Acuva Technologies Inc.	D. ANDREW LEW
SOLARIX	Brazil (Madrid)	Granted; registration fee paid 2022-03-04	501573904	n/a	2020-12-20	1573904		Acuva Technologies Inc.	D. ANDREW LEW
SOLARIX	E.U. (Madrid)	International registration granted; E.U. registration granted – same effect as a European Union trademark; notice received 2021-06-24	2069337 (CA Basic Application)	n/a	2020-12-20	1573904	Goods (Nice class 11) Ultraviolet sterilizers; sanitizing apparatus using ultraviolet-c (uv-c) for sanitizing surfaces of objects; handheld disinfecting apparatus in the form of wands using ultraviolet-c (uv-c) radiation for sanitizing surfaces; disinfecting apparatus in the form of a box using ultraviolet-c (uv-c) radiation for sanitizing surfaces of objects placed inside the box.	Acuva Technologies Inc.	D. ANDREW LEW
SOLARIX	India (Madrid)	Granted; Statement of Grant of Protection dated 2022-09-14	4856297	n/a	n/a	4856297		Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
SOLARIX	Madrid	International registration granted; designated countries: BR, CN, EU, IN, MX, KR, USA	2069337	2020-12-20	2020-12-20	1573904		Acuva Technologies Inc.	D. ANDREW LEW
SOLARIX	Mexico (Madrid)	Registered	2069337 (CA Basic Application)	n/a	n/a	1573904		Acuva Technologies Inc.	D. ANDREW LEW
SOLARIX	Republic of Korea (Madrid)	Granted 2023-06-01; examiner decided to withdraw provisional refusal dated 2022-03-23	2069337 (CA Basic Application)	n/a	2023-06-01	8-5-2023-003191712		Acuva Technologies Inc.	D. ANDREW LEW
STRIKE	Canada	Application - Under examination (Examiner's Report dated 2024-09-18; reported 2024-10-07)	2072370	2020-12-18	n/a	n/a	Goods (Nice class 11) (1) Apparatus for disinfecting water; handheld apparatus for disinfecting water, respirators, ultraviolet (UV) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (UV) radiation devices for use in water dispensing apparatus; ultraviolet (UV) radiation devices for use in water supply apparatus; apparatus for water treatment.	Acuva Technologies Inc.	D. ANDREW LEW
STRIKE	WIPO (Madrid)	International registration granted; designated	n/a	n/a	2021-11-12	1636389		Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
		countries: EU, UK, USA							
STRIKE	E.U. (Madrid)	Granted; Statement of Grant of Protection dated 2022-05-20; reported 2022-05-29	n/a	n/a	2021-11-12	1636389	Goods (Nice class 11) Apparatus for disinfecting water; handheld apparatus for disinfecting water, respirators, ultraviolet (uv) radiation water treatment devices; water purification machines for domestic use; water purification machines for marine use; ultraviolet (uv) radiation devices for use in water dispensing apparatus; ultraviolet (uv) radiation devices for use in water supply apparatus; apparatus for water treatment.	Acuva Technologies Inc.	D. ANDREW LEW
STRIKE	U.K. (Madrid)	Granted; Statement of Grant of Protection dated 2022-06-21	n/a	n/a	n/a	n/a		Acuva Technologies Inc.	D. ANDREW LEW
STRIKE	USA (Madrid)	Non-Final Office Action issued 2022-09-07; DD for response 2023-03-07; Registration for STRIKER cited	n/a	n/a	n/a	n/a		Acuva Technologies Inc.	D. ANDREW LEW
WANDERER	Canada	Application - Under examination (Examiner's Report dated 2024-09-18;	2171001	2022-03-07	n/a	n/a	Goods (Nice class 11) (1) Ultraviolet light (UV) water purification device.	Acuva Technologies Inc.	D. ANDREW LEW

Title	Jurisdiction	Status	Application No.	Application Date	Registration Date	Registration No.	Goods and Services as List	Owner(s)	Agent Information
		reported 2024-10-07)					(2) Water purification apparatus.		

DOMAINS

1. Acuvatech.com (domain registration – not available now but can be renewed)
2. Acuvastore.com (active domain registration)

Schedule “C” – Inventory

Description / Location	Burnaby, Canada	Napino, India	JSG, India	Devi, India	FastPCBA, China	Jindal, India	Sahasra, India
AMH control board test jig 800-0175	1						
AMH Assembly Jig	1						
AMH system, optical, pressure tester jig	1						
Cincinnati tester	2						
Laptops	10						
Barcode scanner	5						
Label makers	6						
Sky power supply	1						
Static control Tester	1						
Rouge pressure tester	2						
Digital microscope	1						
Air compressor	2						
PS-55 power source	2						
Original 2CM tape dispenser	1						
Incoming inspection tool block	1						
Pallet lifter	2						
Measurement and Assembly tools	Handtools, drills, etc.						
Calibrated torque tool	2						
Assembly benches, chairs, racks, shelving	Numerous						
Strike PCBA tester	1				1		1
Strike system tester	1						
Strike test jig 600-0222	1						
Azure system tester	1						
Mold tooling for injection molded parts (various parts)		2	8	8			
Azure PCBA tester		2					
Investment casting for AM 10 weldment components						1	

Schedule "D" – Interim Premises Agreement

INTERIM OCCUPANCY AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made as of the ___ day of October, 2024.

BETWEEN:

B.U.K. INVESTMENTS LTD., (Incorporation No. 357180), a company duly incorporated pursuant to the laws of the Province of British Columbia, and having its chief place of business at Suite 550-999 West Hastings Street, Vancouver, BC V6C 2W2

(hereinafter called the "**Landlord**")

ON THE FIRST PART

AND:

FTI CONSULTING CANADA INC., an extraprovincially registered company (BC Registration # A0109458) having its BC office at Suite 1450 - 701 West Georgia Street, PO Box 10089, Vancouver, BC V7Y 1B6, in its capacity as trustee in bankruptcy of Acuva Technologies Inc. ("**Acuva**"), and not in its personal or corporate capacity

(hereinafter called the "**Trustee**")

ON THE SECOND PART

AND:

WATERSPRINT AB, having its registered offices at Medicon Village, Scheeletorget 1, 223 81 Lund, Sweden

(hereinafter called the "**Purchaser**")

ON THE THIRD PART

WHEREAS:

- A. The Landlord is the owner of certain lands and certain buildings at 3711, 3731, 3751 and 3771 North Fraser Way (hereinafter collectively called the "**Buildings**"), being a portion of the building situate on lands and premises located in the City of Burnaby and legally described as PID: 011-580-283, Lot 2, District Lot 161, New Westminster District Plan 78088;

- B. By a lease made between the Landlord and Acuva dated the 3rd day of January 2019 (the “Original Lease”), the Landlord did demise and lease to Acuva Unit #1, 3771 North Fraser Way (the “**Leased Premises**”). The term of the Lease was three (3) years expiring on the 28th day of February, 2022;
- C. The Original Lease was modified by a modification of lease (the “**First Modification of Lease**”) dated for reference the 12th day of March, 2021 wherein the Leased Premises was expanded to include Unit #2, being approximately 2,000 square feet, and the expiry date was extended to the 31st day of August, 2023;
- D. The Original Lease was further modified by a second modification of lease (the “**Second Modification of Lease**”) dated for reference the 14th day of April, 2023 wherein the Term was extended to the 31st day of August, 2026;
- E. On or about August 19th, 2024 Acuva has made an assignment in bankruptcy, and upon such assignment all assets of Acuva, including Acuva’s interest in and to the Lease and the Leased Premises, vested in the Trustee;
- F. The Original Lease was subsequently modified by a surrender of lease (the “**Partial Surrender of Lease**”) dated for reference the 8th day of October, 2024 wherein Unit #2 (being approximately 2,000 square feet) was severed from the Leased Premises via the approval of the Trustee, and the Landlord accepted the surrender of this portion of the space thus reducing the Leased Premises to Unit #1 only, being approximately 9,317 square feet;
- G. The Original Lease, the First Modification of Lease, the Second Modification of Lease, and the Partial Surrender of Lease shall be collectively referred to as the “**Lease**”;
- H. The Landlord is the owner of the Lands and the Leased Premises;
- I. The Purchaser has entered into an agreement of purchase and sale dated _____, 2024 (the “**APS**”) to purchase certain assets of Acuva (the “**Assets**”), but the Purchaser will not take possession of the Leased Premises until the closing of the transaction under the APS (the “**Closing**”);
- J. The Landlord has agreed to allow the Trustee to remain in possession of the Leased Premises until the Closing (subject to the Trustee’s rights under the *Bankruptcy and Insolvency Act* and *Commercial Tenancy Act* to, among other things, disclaim the Lease in accordance with Section 7 of this Agreement), with the Purchaser paying all Rental (as defined in Section 5 of this Agreement) to the Landlord from the Effective Date (as hereinafter defined) until the Closing; and
- K. From and after Closing, the Purchaser (or its Affiliate (as defined in the *Canada Business Corporations Act*)) will take possession of the Leased Premises (or portion thereof as agreed to between the Purchaser (or its Affiliate) and the Landlord) pursuant to a new lease agreement to be entered into between the Purchaser (or its Affiliate) and the Landlord (the “**New Lease**”), substantially in the form attached hereto as Appendix “B”.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable considerable, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective Date

For the purposes of this Agreement, the "Effective Date" is November 1, 2024.

2. Defined Terms

Capitalized terms used but not defined in this Agreement shall have the meanings specified in the Lease.

3. Consent to Trustee's Continued Occupancy

The Landlord acknowledges that the Trustee is in possession and occupancy of the Leased Premises (as identified in the attached Appendix "A") as of the date of this Agreement and hereby consents to the Trustee remaining in possession and occupancy of the Leased Premises until the earlier of (i) Closing or (ii) November 18, 2024, and the Trustee agrees to remain in possession and occupancy during the period between the Effective Date and the earlier of (i) Closing or (ii) November 18, 2024 (the "**Interim Occupancy Period**") solely for the purpose of administering the bankruptcy estate of Acuva. The Landlord acknowledges and agrees that it shall not exercise any termination rights that it may have pursuant to the Lease.

4. Purchaser Not in Possession

The Purchaser agrees that it shall not be in possession or occupation of the Leased Premises at any time prior to Closing. The Trustee agrees that it shall maintain full possession and control of the Leased Premises until the end of the Interim Occupancy Period.

5. Payment of Rent by Purchaser

During the Interim Occupancy Period, the Purchaser agrees to pay the Rental for the Leased Premises directly to the Landlord on behalf of the Trustee. The Rental shall be \$20,000.00 (CAD) plus applicable taxes (the "**Rental**"), notwithstanding anything contained to the contrary in the Lease, payable in advance on the first day of each month during the Interim Occupancy Period. Payments shall be made by the Purchaser by way of electronic funds transfer or such other method as the Purchaser may choose, and the Landlord agrees to promptly execute the required forms to facilitate such payments. The Purchaser's obligation to pay Rental under this Agreement shall terminate upon the Closing, or upon any earlier termination of the APS, unless otherwise expressly agreed upon by the parties in writing.

The Landlord acknowledges and agrees that, upon Closing and Purchaser taking possession of the Leased Premises, the Rental paid by the Purchaser pursuant to this Agreement shall be applied to the Rental payable by the Purchaser (or its Affiliate) pursuant to the New Lease for the remainder of the month in which the Closing occurs. In the event that the APS is terminated and the Closing does not occur, the Landlord shall, within five (5) days of receiving notice that the APS is terminated, repay the Purchaser the pro rata amount paid by the Purchaser to the Landlord pursuant to this Agreement, which is attributable to the days of the month following the termination date of the APS. For illustration purposes only, if the termination date of the APS is November 15th, the Landlord shall repay the Purchaser the pro rata amount for the days of November 16th to the 30th.

6. No Waiver of Rights

Nothing in this Agreement shall be construed as a waiver of the Landlord's rights to recover unpaid Rental or other amounts due under the Lease prior to the Effective Date. All rights, remedies, and

obligations under the Lease that existed prior to Effective Date shall remain intact and enforceable by the Landlord as against Acuva.

7. Trustee's Responsibilities

The Trustee shall not disclaim the Lease prior to Closing unless Closing does not occur on or before November 18, 2024, and the terms of the Lease will continue to apply until the earlier of (i) Closing or (ii) November 18, 2024, if disclaimed by the Trustee. The Trustee agrees to cooperate with the Landlord and the Purchaser in facilitating the transition of the Leased Premises to the Purchaser at Closing.

8. Transition of Possession

- (a) If Closing occurs on or before November 18, 2024, the Trustee shall vacate the Leased Premises and deliver possession of the Leased Premises to the Purchaser on the date of the Closing or such other date that is before November 19, 2024 as may be agreed upon between the parties hereto. Subject to the Landlord and the Purchaser (or its Affiliate) executing and delivering the New Lease, the Landlord hereby consents to the transfer of the possession of the Leased Premises on the date of the Closing, or such other date as may be agreed upon between the parties hereto in writing. The Purchaser's (or its Affiliate's) possession and occupation of the Leased Premises (or portion thereof as agreed to between the Purchaser (or its Affiliate) and the Landlord) shall be governed by the New Lease.
- (b) Notwithstanding anything contained in this Agreement to the contrary, in the event that the Closing does not occur on or before November 18, 2024 and the Trustee disclaims the Lease, but the APS remains effective and has not been terminated, the Landlord acknowledges and agrees that so long as the Purchaser continues to pay the Rental to the Landlord in accordance with Section 5, the Purchaser shall be permitted to store the Assets at the Leased Premises from November 18, 2024 until the Closing or earlier termination of the APS (the "**Storage Period**"). The Assets shall be stored at the Leased Premises during the Storage Period at the sole risk of the Purchaser. For clarity and avoidance of doubt, the Landlord and the Purchaser acknowledge and agree that the New Lease shall not be effective until the Closing, and the Landlord is only agreeing to allow the Purchaser to store the Assets at the Leased Premises to facilitate the Closing under the APS, without granting possession of the Leased Premises to the Purchaser. During the Storage Period, the Landlord agrees that the Trustee shall have no further obligations in respect of the Lease or the Leased Premises, and that Landlord will not list for rent, show, lease or license the Leased Premises, or give possession or occupancy of the Leased Premises, to any other party (including, without limitation, any other individual, corporation, limited partnership, general partnership, joint venturer, association, syndicate, bank, trust company, government or agency thereof). On Closing, subject to the Landlord and the Purchaser (or its Affiliate) executing and delivering the New Lease, the Landlord shall give possession of the Leased Premises to the Purchaser on the date of the Closing, or such other date as may be agreed upon between the parties hereto in writing.

9. Insurance and Liability

During the period of time that the Trustee is in possession and occupation of the Leased Premises, the Trustee shall maintain the appropriate insurance coverage for the Leased

Premises, including liability insurance in an amount sufficient to cover any potential claims arising from the Trustee's possession and occupation of the Leased Premises. The Purchaser (or its Affiliate) shall maintain its own insurance coverage commencing on the date of the Closing in accordance with the terms of the New Lease.

10. Indemnity

The Purchaser agrees to indemnify, defend, and hold harmless the Landlord and the Trustee from and against any and all claims, liabilities, losses, damages, or expenses arising out of or related to the Purchaser's obligation to pay Rental during the Interim Occupancy Period and the Storage Period (if applicable), except for claims arising out of the Trustee's actions or omissions while in possession of the Leased Premises.

11. Condition of Leased Premises

The Trustee shall vacate the Leased Premises in substantially the same condition as it was received by the Trustee, subject to reasonable wear and tear. The Purchaser shall be responsible for any damage to the Leased Premises occurring during the Storage Period and after the Closing.

12. Termination

This Agreement shall terminate automatically upon (i) the Purchaser taking possession of the Leased Premises on the date of the Closing, or (ii) the termination of the APS, or (iii) such other date as may be agreed upon between the parties hereto in writing, and no written notice of termination is required to be delivered to the Landlord.

13. Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by email or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Trustee:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attn: Tom Powell and Mike Clark
Email: tom.powell@fticonsulting.com
mike.clark@fticonsulting.com

with a copy to:

Lawson Lundell LLP
Cathedral Place, 925 W Georgia St #1600
Vancouver, BC V6C 3L2

Attn: Scott Boucher
Email: sboucher@lawsonlundell.com

(b) Purchaser:

Watersprint AB
Medicon Village
Scheeletorget 1
223 81 Lund, Sweden

Attn: André Carlsson
Email: andre.carlsson@watersprint.com

with a copy to:

Cassels Brock & Blackwell LLP
2200 – 885 West Georgia Street
Vancouver, BC V6C 3E8

Attn: Vicki Tickle and Mihai Tomos
Email: vtickle@cassels.com
mtomos@cassels.com

(c) Landlord:

B.U.K. Investments Ltd.
Suite 550 – 999 West Hastings Street,
Vancouver, BC V6C 2W2

Attn: John McGrandle, Sr. Vice President
Email: jmcgrandle@buk.ca

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by electronic mail, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent. "Business Day" means any day other than a Saturday or Sunday and which is not a statutory holiday in Canada and/or the Province of British Columbia.

14. Purchaser's Right to Assign

Notwithstanding anything contained herein to the contrary, the Purchaser shall have the right to assign this Agreement to a company which is an Affiliate of the Purchaser, provided that the Purchaser remains liable for the performance of all of the terms and conditions of this Agreement.

15. Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (b) This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, and negotiations.
- (c) No amendment or modification of this Agreement shall be effective unless in writing and signed by all parties hereto.

- (d) This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be executed either in original or electronic form and the parties will adopt any signatures received by electronic transmission as original signatures of the parties. For the avoidance of doubt, a fully executed electronic copy of the Agreement shall constitute an original copy of the Agreement.
- (e) Time shall be of the essence.
- (f) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LANDLORD: B.U.K. INVESTMENTS LTD., by its authorized signatories:

Per:

Name: Isaac Zadka

Title: Senior Vice President

Per:

Name: John McGrandle

Title: Senior Vice President

We have authority to bind the corporation

TRUSTEE: FTI CONSULTING CANADA INC., solely in its capacity as the Trustee and not in its personal or corporate capacity, by its authorized signatory:

Per:

Name:

Title:

I have the authority to bind the corporation

PURCHASER: WATERSPRINT AB, by its authorized signatory:

Per:

Name:

Title:

I have the authority to bind the corporation

Appendix "A"

Plan of Leased Premises
(subsequent to the surrender of Unit #2)

MARINE WAY BUSINESS CENTRE

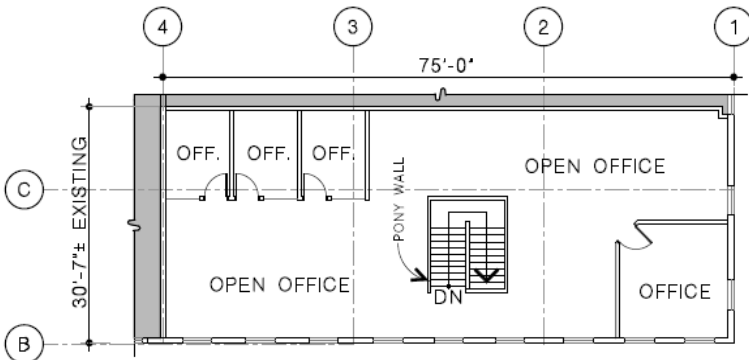
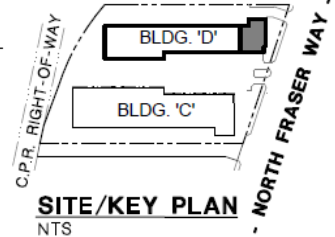
BUILDING 'D'
#1 - 3771 NORTH FRASER WAY,
BURNABY, B.C.
OWNER C/O: B.U.K. INVESTMENTS LTD.
STREAMLINE FACILITY PLANNING
DRAWING NO. 18096E1B
OCTOBER 02, 2018

- SPRINKLERED BUILDING

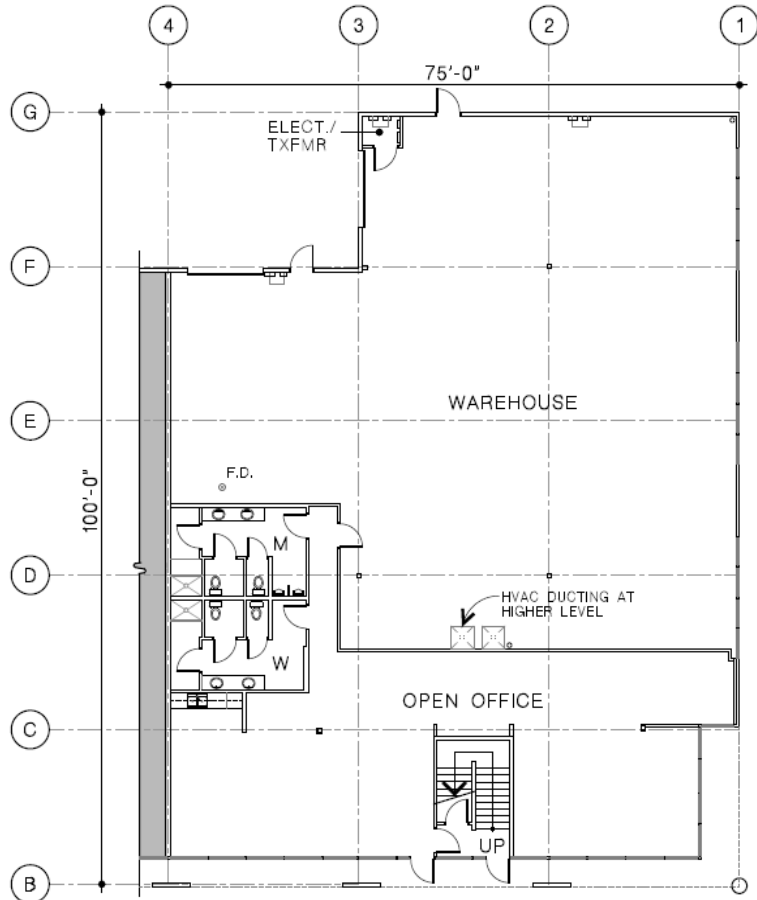


UNIT 1 AREA:

MAIN FLOOR WAREHOUSE:	4,748 SQ.FT.
MAIN FLOOR OFFICE:	2,039 SQ.FT.
MAIN FLOOR TOTAL:	6,787 SQ.FT.
SECOND FLOOR OFFICE:	2,530 SQ.FT.
TOTAL RENTABLE AREA:	9,317 SQ.FT.



SECOND FLOOR PLAN
SCALE: 1" = 20'-0"



MAIN FLOOR PLAN
SCALE: 1" = 20'-0"