



December 10, 2020

Sturgeon County  
Utilities Department  
9613-100 Street  
Morinville, Alberta T8R 1L9

Dear Jeff,

**RE: Participant Agreement: VeloCens Field Test Program**

Roshan Water Solutions Inc. ("**Roshan Water**") is pleased to enter into a Participant Agreement with Sturgeon County ("**Participant**") for the purpose of formally participating in our "VeloCens Field Test Program". This letter describes the field test program details, the respective responsibilities of Roshan Water™ and the Participant, and a suggested schedule.

**Roshan Water** is an Edmonton based company federally incorporated and registered to operate in Alberta.

The **Participant** is Sturgeon County, a municipality located north of the City of St. Albert, comprised of 2,100 square kilometers made up of farmland, world-class industrial development, and residential acreage developments.

## 1. Introduction to VeloCens

In many remote areas, standard laboratory microbiological water tests are commonly not accessible, require a high skill level to operate, and do not offer timely results to take immediate actions. With VeloCens, microbiological testing of water can be done "anywhere by anyone".

Regular testing of water samples for E. coli and Total Coliform is an important part of water safety. Roshan Water has developed VeloCens; a portable test for E.coli and Total Coliform which enables rapid, data-based decision making. The system gives accurate presence/ absence and quantified results in 1 hour with no need to transport samples to a laboratory located kilometers away. All water sample related data (test result, sampling time & location, etc.) is automatically logged in our secure cloud-based data center with 24/7/365 controlled multi-user access. Consumables including water sample prep kit and nano-sensor test cartridges are single use, and Roshan Water is implementing a reuse and recycle program where all consumables are collected and returned to our facility.

Our value to utilities operations includes:

- 1) Officials can more quickly alert citizens of unsafe drinking water and recreational water conditions
- 2) Managers can make decisions faster to take required measures in order to avoid or lift drinking water advisories on waterworks systems



- 3) Maintenance can efficiently and optimally manage infrastructure incidents (e.g. water line repairs) and treatment process issues to minimize downtime and return water systems to good operation as quickly as possible.
- 4) Operators can eliminate water sample collection related errors with automated location and day/time tracking, and removal of the requirement to transport water samples to a central lab within a given timeframe.

## 2. Field Test Program

Our Field Test Program was designed in two-phases as described below. Phase 1 was completed in September 2020. The Participant acknowledges that participation in the Field Test Program is based upon them adhering to the below terms and conditions for Phase 2 of the Field Test Program.

### ***Phase 1 - Usability Testing***

Roshan Water personnel (inclusive of employees and contractors) met on and off-site with four (4) Participants from different identified target market segments to get usability feedback on VeloCens v3.0. Participants walked through the process of collecting and preparing several water samples, operating the reader device including following on-screen prompts, and reviewing reporting results while we observed and gathered user experience feedback. There was no hard cost for the Participant to engage in Phase 1.

### ***Phase 2 - Field Testing of VeloCens v3.0***

Phase 2 will be performed using the first commercial version of VeloCens v3.0. The purpose of Phase 2 is for Roshan Water to receive user feedback on all aspects of operating the VeloCens system, fine tuning training modules, assess side-by-side test results, and gain insights on use case studies.

Roshan Water will ship the VeloCens system, including a device and ten test kits, to the Participant's location where the field test will occur. The Participant will set up an account in the VeloCens Cloud database according to the instructions provided by Roshan Water. The Participant will perform up to 10 tests on-site. During the 1-2 week time period that the system is on-site, phone and video support will be provided by Roshan Water staff during regular business hours 8 am - 5 pm, Monday to Friday (excluding statutory holidays). Phase 2 is expected to be carried out from mid-February 2021 through to April 2021, unless extended or changed by Roshan Water. Participants in Phase 2 will cover the costs of one VeloCens test kit unit (includes supplies to perform 10 E.coli and Total Coliform tests) at \$350 plus shipping. The Participant agrees to supply the personnel to collect and prepare water samples and operate VeloCens to perform the tests, liaise closely with Roshan Water staff throughout the process, and complete an on-line feedback report.



### 3. Participant and Roshan Water Responsibilities, Schedule and Costs for Phase 2 Field Test

#### *Participant Responsibilities*

Participant agrees to:

- A. Identify to Roshan Water the key personnel who will operate the VeloCens system to run microbiological water tests, communicate with Roshan Water and complete customer feedback forms. The Participant agrees that it will only identify personnel who are trained and competent to use the VeloCens system as key personnel. The Participant also agrees that it will not allow any personnel who are not identified as key personnel to access and use the VeloCens system without the prior written consent of Roshan Water.
- B. Keep a VeloCens system on-site for a pre-arranged duration and ensure the safekeeping of the VeloCens device and test kit unit while in the Participant's care to avoid improper handling, misuse or theft.
- C. Diligently follow all instructions provided by Roshan Water, and ship the VeloCens device back to Roshan Water at the address below upon completion of the tests:  
Roshan Water  
c/o 5042 Andison Close SW  
Edmonton, AB T6W 3T4
- D. Set up an account in VeloCens Cloud database for the duration of Phase 2, per instructions provided by Roshan Water. The Participant agrees that Roshan Water deactivate the Participant's account when Phase 2 is completed.
- E. Participant shall complete 10 tests (one test includes both E.coli and Total Coliform) on a combination of drinking water, surface water and effluent water samples as discussed with Roshan Water personnel in advance of the tests occurring.
- F. Coordinate lab testing by an accredited laboratory of at least 5 of 10 samples taken during Phase 2. Results generated by using the VeloCens system will be compared to those generated by an accredited lab. It is expected that this can be done alongside legislated water sample testing already taking place.
- G. Provide copies of all test results from the side-by-side comparison to Roshan Water for analysis and improving the Roshan Water technology and for input into developing new technology.
- H. Assist, as may be required, with the uploading of all test results from the side-by-side comparison to the Roshan Water proprietary Cloud database so that Roshan Water can use said test results for analysis and improving the Roshan Water technology and for developing new technology.
- I. Keep all aspects of Phase 2 confidential including, but not limited to: all test results generated by the VeloCens system, all side-by-side comparison data, details of all training and support provided by Roshan Water and all features and functionalities of the VeloCens system that Roshan Water has not made publicly available prior to the date of this Participant Agreement.
- J. Prevent any reverse engineering or aid any third party in the reverse engineering of all or any part of the VeloCens system or any other products provided by Roshan Water to Participant, including any invention, hardware, software and/or tools. For the purposes of this Participant Agreement, the expression "reverse engineering" includes, but is not limited to any disassembly,



reassembly, decompilation, decryption, or simulation of any invention, hardware, software, firmware specifically including, but not limited to, any supplied or developed software libraries, functionalities or processes.

### ***Roshan Water Responsibilities***

Roshan Water agrees to:

- A. Provide the Participant training and specific instructions in advance of the Participant operating the device in Phase 2.
- B. Support the Participant during regular business hours: 8 am - 5 pm, Monday to Friday (excluding statutory holidays) and any extended hours as may be pre-arranged between the parties.
- C. Provide an emergency contact phone number for any unforeseen events outside of regular business hours and pre-arranged extended hours.
- D. Ship the VeloCens system, including a device and test kit unit to the location identified by Participant at the beginning of the scheduled Stage 2 Field Test period.
- E. Clean with a disinfecting agent the VeloCens system and travel cases prior to shipping to the Participant's location.

### ***Roshan Water Covid-19 Prevention***

Roshan Water has continued its operations since the World Health Organization's March 11, 2020 declaration of the global outbreak of Covid-19 as a pandemic. Roshan Water follows the published [Alberta Government Workplace Measures](#). All Participants are water and wastewater treatment plant operations, environmental monitoring companies or irrigation districts that offer non-restricted services because they are all considered essential services.

*Covid-19 Related Roshan Water guidelines include but are not limited to:*

- A. Staff and contractors using the company Google suite are required to record any in-person meetings and work-related interactions in Google Calendar which are accessible to the CEO and CTO. In addition, all contact information for individuals with whom Roshan Water interact must be entered into the company contact management system, PipeDrive or in individual's Google Contacts database. As such, Roshan Water can respond rapidly to notify anyone with whom its personnel has had contact.
- B. Frequent and proper hand hygiene and respiratory etiquette are strictly upheld and enforced. All Roshan Water personnel shall make best efforts to practice social distancing at all times and are required to wear a mask at all times.
- C. As a default, all meetings will be held remotely when there is no requirement for any activities to be undertaken onsite. During all onsite meetings, all Covid-19 prevention measures will be followed. If Roshan Water personnel are required to travel within Alberta, they will go in their own vehicles.

### ***Phase 2 Field Test Schedule***

Phase 2 of the Field Test shall commence within about 2 days after the Participant receives the VeloCens system and Roshan Water provides the Participant written authorization to proceed, as set out in



Schedule 1 hereto. The table below will be completed in advance by Roshan Water and the Participant and it may be modified from time to time upon written agreement of the parties.

| <b>Activity</b>   | <b>Date</b> |
|---|-------------|
| VeloCens Device and Test Kit Consumables shipped & receipt confirmed  |             |
| Kick off Virtual meeting  |             |
| Participant carries out up to 10 tests following the instructions provided  |             |
| Participant contracts accredited lab to do bacterial tests of 5 of the 10 field test samples and forwards lab results to Roshan Water |             |
| Complete Roshan Water User Questionnaire  |             |
| VeloCens Reader and Consumables Returned to Edmonton  |             |
| Roshan Water On-Line Questionnaire and Follow-up Interview  |             |
|   |             |

**Phase 2 Field Test Costs**

The total cost of the Phase 2 Field Test is as follows.

| <b>Item</b>                                      | <b>Full Price</b>       | <b>Participant Cost</b>      |
|--|-------------------------|------------------------------|
| VeloCens device                                  | \$2,500                 | \$0.00                       |
| Consumables for 10 tests (\$35 per test)         | \$350                   | \$350                        |
| Shipping (from Participant site to Roshan Water) | Est. \$50               | Est. \$50                    |
| Participant personnel time (in-kind)             |                         | As identified by Participant |
| Roshan Water time (in-kind)                      | As identified by Roshan |                              |
|  |                         |                              |

**4. General Terms and Conditions**

- A. The results of VeloCens tests are not authorized to be used to replace current testing at Participant facilities nor shall they be used for any purpose other than as outlined in this Participant Agreement. For clarity, the results from VeloCens tests shall in no way be used to make any decisions that could potentially bring rise to third party bodily injury or property damage.
- B. At all applicable times under this Participant Agreement, the VeloCens system is the property of Roshan Water. Following delivery of the VeloCens system to the Participant and prior to delivery back to Roshan Water, the Participant has care and conduct of the VeloCens system and the Participant shall employ all reasonable steps to safeguard the VeloCens system. Roshan Water accepts no liability whatsoever related to Participant’s use of the VeloCens system while in Participant’s care and control.
- C. If the VeloCens device is irreparably damaged, lost or stolen while in the Participant’s care the Participant shall pay \$1,500 to Roshan Water for replacement of said device.



- D. Neither this Participant Agreement, nor any of the rights or obligations of Participant may be assigned, in whole or in part, without the express written consent of Roshan Water
- E. Either Roshan Water or the Participant may terminate the Participant's involvement in the Field Test program at any time by giving five business days written notice to the other party.
- F. Upon termination or completion of the Phase 2 Field Test, the Participant shall return to Roshan Water the VeloCens device and any unspent and unused consumables of the test kit unit as soon as practicably possible.
- G. Roshan Water and VeloCens are trademarks of Roshan Water Solutions Incorporated, all rights are reserved.
- H. In accordance with provincial privacy legislation, Roshan Water and Participant shall collaboratively acquire any required consent to collect, retain, use and disclose photographs, videos, and/or images taken during the Field Test Program. Only the photographs, videos and/or images that require consent and such consent is received will be used in a variety of training materials, presentations, publications and publicity, and acknowledgement will be given to the applicable party.
- I. ROSHAN WATER MAKES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR MERCANTILE QUALITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OR CONDITIONS ARISING BY STATUTE OR OTHERWISE IN LAW, OR WARRANTIES OF ANY PRODUCTS OR SERVICES PROVIDED BY HEREUNDER.
- J. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE OF THE VELOCENS DEVICE OR SAMPLE TEST KIT, LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THIS PARTICIPANT AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY HAS BEEN ADVISED OF THIS POSSIBILITY.
- K. To avoid the time and expense of protracted litigation between the parties and to allow each party to arrange for insurance as deemed appropriate to address the relevant risks, the responsibility for certain claims, while any member of Roshan Water is physically present at a Participant's site, shall be allocated between the Parties as follows:
  - a. Roshan's Indemnity of Participant : Unless caused by Participant's (meaning the Participant's affiliates, directors, officers, employees, contractors and invitees) gross negligence or willful acts or omissions, Roshan Water shall indemnify, defend and hold harmless Participant from claims arising out of this Participant Agreement that relate to any personal injury, illness, death, or property loss or damage suffered by any member of Roshan Water (meaning Roshan Water's affiliates, directors, officers, employees, contractors and invitees) that arose while any member of Roshan Water is physically present at Participant's site. For clarity, this indemnity does not apply to any damage or loss caused to the VeloCens device, as set out in Section 4 C above.



- b. Participant's Indemnity of Roshan Water: Unless caused by Roshan Water's gross negligence or willful acts or omissions, Participant shall indemnify, defend and hold harmless Roshan Water from claims arising out of this Participant Agreement that relate to any personal injury, illness, death, or property loss or damage suffered by any member of Participant Group that arose while any member of Roshan Water is physically present at Participant's site.
- L. The Participant shall have, during the whole of the Term and for as long as the Participant has possession of the VeloCens for the purpose of the Field Test Program, valid and fully paid-up general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the equipment with limits of at least \$2,000,000.00.
- M. Time shall be of the essence for this Participant Agreement.
- N. If any provision of this Participant Agreement is determined to be invalid, illegal or unenforceable, by a Court of competent jurisdiction, the remaining provisions of this Participant Agreement remain in full force and effect.
- O. The waiver of any breach of this Participant Agreement or the failure of either party to exercise any right under this Participant Agreement shall in not constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Participant Agreement.
- P. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Participant Agreement shall be valid or binding on either party unless mutually agreed to in writing by both parties.
- Q. This Participant Agreement shall be governed and interpreted in accordance with the laws in force in the Province of Alberta. The parties hereby irrevocably submit to the jurisdiction of the courts of Alberta in the City of Edmonton.

We look forward to working with Sturgeon County utilities group in our VeloCens Field Test project!

Sincerely,

*Amirreza Sohrabi*

Amirreza Sohrabi, CEO  
Roshan Water Solutions Inc.



**SCHEDULE 1**

**AUTHORIZATION TO PROCEED**

**RE: Participant Agreement: VeloCens Field Test Program**

Roshan Water Solutions Inc. hereby authorizes the **Sturgeon County** to proceed with use of VeloCens system to undertake ten (10) tests in accordance with Responsibilities identified in Sections 3 and the General Terms and Conditions described in Section 4. The Participant's current contact information is provided below, to which all notices, correspondence, and deliverables will be submitted. If this contact information changes, the Participant agrees to notify Roshan Water.

|   |                           |
|---|---------------------------|
| _____<br><i>Name</i>                                | _____<br><i>Signature</i> |
| Jeffrey Yanew<br>_____<br><i>Title</i>              | _____<br><i>Date</i>      |
| Manager, Utilities and Waste Management<br>Services |                           |

Representing:

Sturgeon County  
Utilities Department  
9613-100 Street  
Morinville, Alberta  
T8R 1L9

Phone: (780) 939-4321  
Email: [jyanew@sturgeoncounty.ca](mailto:jyanew@sturgeoncounty.ca)

**NOTE:** You acknowledge and agree that upon signing the Authorization to Proceed, this Participant Agreement is a legally binding agreement for the benefit of the Participant and Roshan Water. It must be executed and received by Roshan Water in order to participate in the VeloCens Field Test Program.